

Gregorio Gomez, Mayor
Rosa Vasquez, Mayor Pro Tem
Paul Boyer, Council Member
Ruben Macareno, Council Member
Tina Hernandez, Council Member

**Farmersville City Council
Regular Meeting**

Monday, June 22, 2020 6:00 PM
Meeting held in Civic Center Council Chambers
– 909 W. Visalia Road Farmersville, California

**Pursuant to Governor Newsom's Executive Order N-25-20,
the City of Farmersville will be allowing the public, staff, and City
Council to attend this meeting via teleconference.
Please dial 559-827-4929 to participate.**

- 1. Call to Order:**
- 2. Roll Call:**
- 3. Invocation:**
- 4. Pledge of Allegiance:**
- 5. Public Comment:**

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

- 6. Presentations:**
 - A. Groundwater Sustainability Plan and Farmersville Groundwater Recharge Projects**

- 7. Consent Agenda:**

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

- A. Minutes of Regular City Council Meeting of June 8, 2020.**

Recommend approval of minutes.

Documents: Draft Action Minutes of June 8, 2020.

B. Resolution 2020-029 adopting Memorandum of Understanding with the Farmersville Miscellaneous Employees Association

Recommend that the City Council adopt Resolution 2020-029 authorizing the City Manager to execute the Memorandum of Understanding with the Farmersville Miscellaneous Employees Association.

Documents: Resolution 2020-029
Memorandum of Understanding

C. Contract with 4Creeks for Construction Management and Resident Engineer Services for the West Walnut Avenue Reconstruction Project and West Walnut Avenue Safe Routes to Schools Project in the amount of \$144,144.90

Recommend that the City Council approve contract with 4Creeks for Construction Management and Resident Engineer Services for the West Walnut Avenue Reconstruction Project and West Walnut Avenue Safe Routes to Schools Project in the amount of \$144,144.90.

Documents: Agreement

D. Contract with Sierra Designs, Inc. for design services for the Community Park Phase III –Sequoia Gateway Area Project in the amount of \$307,570.00

Recommend that the City Council approve contract with Sierra Designs, Inc. for design services for the Community Park Phase III – The Sequoia Gateway Area Project in the amount of \$307,570.00.

Documents: Agreement

E. Authorization for Request for Proposal to develop the Farmersville Local Roadway Safety Plan

Recommend that the City Council authorize staff to create and publish a Request for Proposals to develop the Farmersville Local Roadway Safety Plan.

F. Amendment to the Fiscal Year 2019-20 Budget by Resolution 2020-018

Recommend that the City Council adopt the Budget Amendment for Fiscal Year 2019-20 by Resolution 2020-018.

Documents: Resolution 2020-018

G. Deep Creek Restoration Project Request to Appropriate Funds in the amount of \$53,876.87 to QK, Inc.

Recommend that the City Council approve a contract extension and appropriating available funds from the Department of Water Resources (DWR) grant for the Deep Creek Restoration Plan Project (Project) in the amount of \$53,876.87.

Documents: Task Order
Schedule

H. Engineer's Reports and Assessments for 2020/2021 Landscape and Lighting Assessment Districts

Recommend that the City Council review the engineer's reports prepared for the 2020/2021 Landscape and Lighting Assessment Districts and adopt Resolution 2020-030 of intent to levy and collect assessments on the Landscape and Lighting Assessment Districts.

Documents: Resolution 2020-030
Landscape and Lighting Assessment Districts

8. General Business

A. Resolution 2020-025 adopting Tulare County Association of Governments Amendment No. 5 to the Measure R Expenditure Plan

Recommend that the City Council adopt Resolution 2020-025 approving Tulare County Association of Governments Amendment No. 5 to the Measure R Expenditure Plan.

Documents: Summary of Amendment No. 5
Resolution 2020-025

B. Tulare County Regional Transit Agency Joint Powers Agreement

Recommend that the City Council review and take action regarding the Tulare County Regional Transit Agency Joint Powers Agreement.

Documents: SBLB TCAG Update
Joint Powers Agreement
Resolution 2020-028

C. Public Hearing: Resolution 2020-20 Adopting Tax Rate of Commercial Cannabis Related Business in the City of Farmersville for the Fiscal Year 2021

Recommend approving Resolution 2020-20 Adopting Tax Rate of Commercial Cannabis Related Business in the City of Farmersville for the Fiscal Year 2021.

Documents: Resolution 2020-20

D. Resolution 2020-027 approving the application for grant funds for the California Climate Investments Urban Greening Program; and to commit \$250,000 in additional City funds for the Farmersville Community Park Phase 4 Expansion: Freedom Field

Recommend that the City Council adopt Resolution 2020-027 approving the application for grant funds for the California Climate Investments Urban Greening Program; and to commit \$250,000 in additional City funds for the Farmersville Community Park Phase 4 Expansion: Freedom Field.

Documents: Resolution 2020-027

E. Actions Pertaining to the General Municipal Election to be held on Tuesday, November 3, 2020 including

- 1) Resolution 2020-024 Calling for the Holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the Election of Certain Officers and for the Submission to the Voters a Question Relating to Enacting a Ten Percent (10%) Transient Occupancy Tax on Hotel Occupancies Within the City**
- 2) Resolution 2020-021 Requesting and Consenting to Consolidation of Elections and Setting Specifications of the Elections Order**
- 3) Resolution 2020-022 Requesting the Tulare County Board of Supervisors Permit the County Registrar of Voters to Render Specified Services to the City of Farmersville**
- 4) Introduce and waive the first reading of Ordinance 503 Adopting Municipal Code Chapter 3.44 Enacting a Ten Percent (10%) Transient Occupancy Tax on Hotel Occupancies Within the City**

Recommend that the City Council adopt Resolutions 2020-024, 2020-021, 2020-022, and introduce and waive the first reading of Ordinance 503.

Documents: Resolution 2020-024
Resolution 2020-021
Resolution 2020-022
Ordinance 503

F. Resolution 2020-026 Setting Priorities for Filing a Written Argument Regarding a City Measure and Directing the City Attorney to Prepare an Impartial Analysis

Recommend that the City Council adopt Resolution 2020-026.

Documents: Resolution 2020-026

9. Council Reports

A. City Council Updates and Committee Reports

10. Staff Communications:

11. Future Agenda Items

1. Farmersville 60th Anniversary Celebration

12. Adjournment:

NOTICE TO PUBLIC

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

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

Drafted by: J. Gomez

Strong Roots.....Growing Possibilities



Date: April 3, 2020 **Project No.:** 200003
To: Jennifer Gomez, City Manager
From: Brian Shoener, QK
Subject: Greater Kaweah Groundwater Sustainability Agency (GKGSA) Groundwater Sustainability Plan (GSP) – Public Draft Comments
cc: Lisa Wallis-Dutra, QK
Greg Thompson, QK

Introduction

On September 16, 2019, the Greater Kaweah Groundwater Sustainability Agency (GKGSA) published a draft of the Groundwater Sustainability Plan (GSP). The GSP's purpose is to:

- Define and describe the geographic and geologic conditions.
- Identify and describe the sustainability goal for the Kaweah Subbasin and the GKGSA jurisdictional area.
- Identify and describe undesirable results for the sustainability indicators set forth in the Sustainable Groundwater Management Act (SGMA) as they pertain to the Kaweah Subbasin and the GKGSA jurisdictional area.
- Identify and describe minimum thresholds and measurable objectives for each monitoring location for each applicable sustainability indicator, as required for the GKGSA to achieve the sustainability goal.
- Define and identify projects and management actions proposed by GKGSA to achieve the sustainability goal.

The City of Farmersville is within the Kaweah Subbasin and is a member of the GKGSA.

Below (Table 1) are the sustainable management criteria by sustainability indicator contained in the GSP.



Table 1. Sustainable Management Criteria (SMC) by Sustainability Indicator

Sustainability Indicators	Minimum Threshold	Measurable Objective	Optimal Objective ¹
Water Level Declines	Pre-SGMA floor (2040 Intercept) ²	2030 Intercept ³	Water Added ⁴
Reduction in Storage	Calculated based on water levels ⁵	Calculated based on water levels ⁵	Calculated based on water levels ⁵
Land Surface Subsidence	Benchmark Surveys	Benchmark Surveys	Not Applicable
Water Quality	Reference to other regulators ⁶	Reference to other regulators ⁶	Not Applicable
Seawater Intrusion	Establish non-applicability	Establish non-applicability	Not Applicable
Interconnected Surface Waters	Establish non-applicability	Establish non-applicability	Not Applicable

¹Per section 354.30(g) of the GSP Regulations re improving basin conditions

²Pre-SGMA floor as determined by representative monitoring sites in Hydrogeologic Zones

³2030intercept of Pre-SGMA floor projection as determined by representative monitoring sites in GSA

⁴Estimated by the numerical model or empirical analysis incorporating projects and management actions

⁵Storage volume changes and associated SMC determined as function of water level changes

⁶e.g. SWRCB Division of Drinking Water requirements for public supply wells, RWQCB Irrigated Lands Regulatory Program

The last two criteria are not applicable to the GKGSA area.

Sustainability Indicator Impacts

1. Water Level Declines

Table 2 shows the groundwater elevations for the various hydrogeologic zones defined in the GSP. The City of Farmersville is located within Zone 7.



Table 2. Minimum Thresholds and Measurable Objectives for Groundwater Levels by Hydrogeologic Zone

Hydrogeologic Zone ¹	Groundwater Level Elevations (feet MSL)	
	Minimum Threshold	Measurable Objective
1 ²	-38	-10
2	48	69
4	47	82
5	66	120
6	-8	62
7	97	152
8	332	341
10	421	420

¹Eight HZs located within the GKGSA

²Similar to Zones 2, 4 and 7, with some degree of consistency with thresholds as established within the El Rico GSA in the adjacent Tulare Subbasin to southeast (to be verified during the GSP public comment period).

According to the GSP, the above proposed thresholds and objective impacts to municipal wells were determined to be acceptable. Impacts to small-system and domestic wells were also determined to be acceptable. The GSP never clearly defined what is meant by ‘acceptable’.

Interim milestones were established in 2025, 2030, and 2035 to measure progress at these time intervals regarding groundwater level trends and to determine if corrective action is required to achieve the groundwater-level measurable objective by 2040. If groundwater levels at these interim milestones are more than 10% below these 5-year goals on a rolling-average basis, GKGSA will take corrective action by either reducing pumping or increasing recharge (if water is available) to reverse the trend.

The City of Farmersville currently has five detention/retention ponds. According to the 2012 City of Farmersville Comprehensive Infrastructure Master Plan (CIMP), there are plans to add ten additional percolation/recharge ponds. The goal is to direct storm drainage generated within the City to recharge ponds to keep underground water supplies replenished and to reduce the number of contaminants that could potentially reach the local water supply.

2. Reduction in Storage

GKGSA set a measurable objective for groundwater storage as following:

- Use the 2017 groundwater levels contours and the projected 2030 groundwater elevations map of GKGSA from the well impact analysis.
- Calculate the total volume between the measurable objective surface and the minimum threshold surface.
- Multiply total volume by specific yield to calculate aquifer storage between the measurable objective and minimum threshold.



As mentioned in Water Level Declines, the City of Farmersville 2012 CIMP mentions the City is in the process of adding recharge ponds to increase storage in the aquifer.

3. Land Surface Subsidence

In terms of land surface subsidence, an undesirable result will be recognized if 30% of the groundwater levels across the entire Kaweah Subbasin exceed the Minimum Threshold (MT).

Table 3 shows the Subsidence MTs set (K00X is located north of Farmersville).

Table 3. Summary of Subsidence Sustainable Management Criteria for GKGSA

Subsidence Monitoring Station	Responsible Agency	Minimum Threshold (inches per year)	Measurable Objective (inches per year)
S228	CHSTP	5.9	2.7
K012	KDWCD	5.7	2.6
DH6739	Caltrans	3.9	1.8
K015	KDWCD	2.2	1.0
GT2135	Caltrans	2.1	1.0
DH6719	Caltrans	1.9	0.9
K016	KDWCD	1.8	0.8
DH6686	Caltrans	1.0	0.5
DH6691	Caltrans	1.0	0.5
K00X	KDWCD	1.0	0.5
K003	KDWCD	1.0	0.5
K02A1	KDWCD	1.0	0.5
K001	KDWCD	1.0	0.5

Figure 1 below shows the locations of the subsidence monitoring stations within the GKGSA.



Figure 1. Minimum Threshold for Land Surface Subsidence in GKGSa

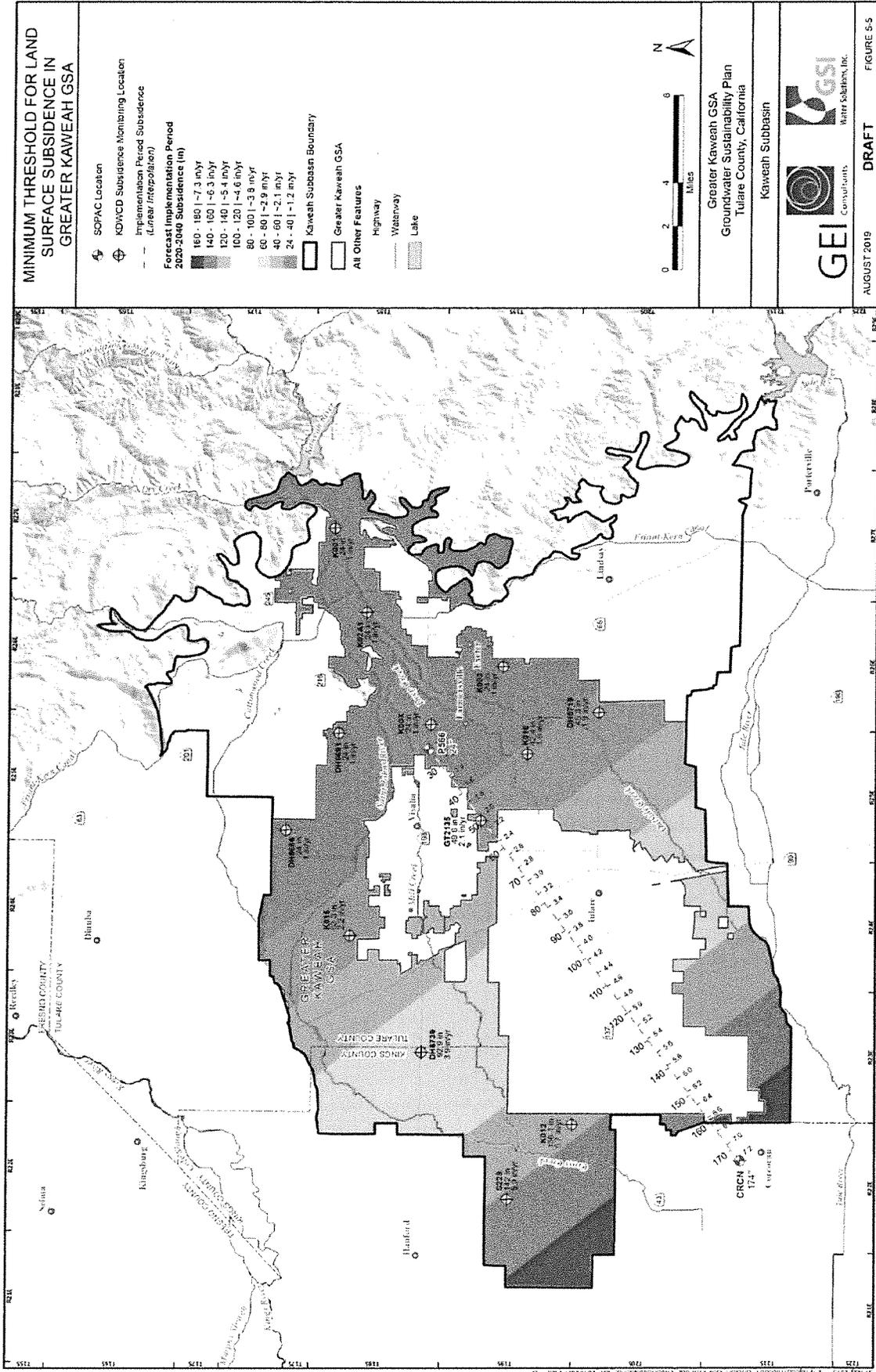


Figure 5-5. Minimum Thresholds for Land Surface Subsidence in the GKGSa.



The GSP states that “fees may be imposed for permits, groundwater extraction, and other regulated activities as adopted by the GSA.” Domestic wells less than 2 acre-feet per year will be exempt.

4. Water Quality

Drinking water quality thresholds were set at 75% of regulatory limit for arsenic, nitrate as nitrogen, chromium 6, dibromochloropropane (DBCP), 1,2,3-trichloropropane (TCP), tetrachloroethene (PCE), chloride, sodium, total dissolved solids (TDS), and perchlorate. These minimum thresholds and measurable objectives are shown in Table 4.

Table 4. Summary of Subsidence Sustainable Management Criteria for GKGSA

Constituent	Units	Minimum Threshold (MT)		Measurable Objective (75% of MT)
		Drinking Water Limit	Agricultural Water Quality Goal	
Arsenic	ppb	10	100	7.5 / 75
Nitrate as N	ppm	10	Not Applicable	7.5
Chromium 6	ppb	10	Not Applicable	7.5
Dibromochloropropane (DBCP)	ppb	0.2	Not Applicable	0.15
1,2,3-Trichloropropane (TCP)	ppt	5	Not Applicable	3.8
Tetrachloroethene (PCE)	ppb	5	Not Applicable	3.8
Chloride	ppm	250	106	188 / 80
Sodium	ppm	Not Applicable	69	52
Total Dissolved Solids	ppm	1,000	450	750 / 338
Perchlorate	ppb	6	Not Applicable	4.5

As progress towards improving water quality rests largely with other regulatory agencies, interim milestones for water quality will not be explicitly applied by the GKGSA. The drinking water limits will be enforced through the Division of Drinking Water.

Recommended GSP Projects

Table 5, as shown in the GSP, shows a summary of the projects and management actions.



Table 5. Summary of Projects and Management Actions

Project	Agency	GW Levels 	Reduction in Storage 	Water Quality 	Land Subsidence 	Estimated Cost
Cross Creek Layoff Basin	KCWD LIWD	◆	◆		◆	\$6.6M
Recharge Basin Improvement	LIWD KCWD KDWCD	◆	◆	◆	◆	\$0.8M
New Recharge Basins	LIWD	◆	◆	◆	◆	\$21.3M
Delta View Canal	KCWD	◆	◆	◆	◆	\$2.5M
Lakeland Canal Deliveries	KCWD CID	◆	◆		◆	\$0.1M
Kings River Floodwater Arrangement	KCWD LIWD	◆	◆		◆	\$0.1M
Kings River Surplus Water	KCWD LIWD	◆	◆	◆	◆	\$85K / yr
Fallowing Program	KCWD LIWD	◆	◆		◆	\$0.8M / yr
On-Farm Recharge & Storage	KCWD LIWD	◆	◆	◆	◆	
Hannah Ranch Floor Control Project	KDWCD	◆	◆	◆	◆	\$6.3M
Paregien Flood Control & Recharge Project	KDWCD	◆	◆	◆	◆	\$1.9M
Ketchum Flood Control & Recharge Project	KDWCD	◆	◆	◆	◆	\$0.5M
St. Johns River Water Conservation Project	KDWCD	◆	◆	◆	◆	\$2.0M
Basin No. 4 Improvement Project	KDWCD	◆	◆	◆	◆	\$0.4M
Peoples Recharge Expansion Project	KDWCD	◆	◆	◆	◆	\$0.5M
Management Action	Agency	GW Levels 	Reduction in Storage 	Water Quality 	Land Subsidence 	Estimated Cost
Communication and Engagement	GKGSA	Not applicable				\$10K / yr
Terminus Reservoir Reoperation Program	KDWCD	Not applicable				\$0.3M
Groundwater Extraction Measurement Program	GKGSA	◆	◆		◆	Not well defined
Well Characterization Program	GKGSA	Not applicable				Not well defined
Geophysical Data Survey – Phase I	GKGSA	Not applicable				\$0.5M
Geophysical Data Survey – Phase II	MKGSA EKGS	Not applicable				\$0.4M
Urban Water Conservation Program	Cities	◆	◆			
Assistance for Impaired Wells	GKGSA	Not applicable				Not well defined
Agricultural Water Conservation & Management	GKGSA	Not applicable				
Fee & Incentive Program	GKGSA	Not applicable				
Groundwater Market	GKGSA	Not applicable				
Groundwater Allocation Program	GKGSA	Not applicable				



The only project near Farmersville is the Paregian Flood Control Project, which is off Deep Creek, located northeast of Farmersville.

Farmerville will need to continue to measure the volume of pumped water from their municipal wells.

The GKGSA advances the following objective “where feasible, installations and modifications and upgrades of wastewater treatment facilities, where effluent discharges reach the underlying aquifer.” However, no specific projects or funding sources have been identified.

The management actions listed in Table 5 are designed to improve the knowledge on the timing and volume of groundwater extraction and, coupled with the aquifer response, should aid in the improvement of the Kaweah Subbasin predictive capability of the numerical model and in future groundwater management in general. Additionally, the development of a measurement standard for groundwater extraction will facilitate the development of a water market/allocation program, should the GKGSA decide to pursue such a program.

The Urban Water Conservation Program (listed as a management action) states that “based on legislation, indoor residential use will be capped at 55 gpcd in 2019 and reduced to 50 gpcd by 2030. Standards for outdoor usage will be defined in a SWRCB rule-making process by June 2022. Farmersville, Exeter, and Woodlake are evaluating compliance measures for indoor use.” The legislation referenced applies to urban water suppliers who are defined as those entities that “supply greater than 3,000 acre-feet per year or serve more than 3,000 end users (service connections).” Farmersville does not meet the definition of an Urban Water Supplier since it does not supply more than 3,000 acre-feet per year or serve more than 3,000 service connections (according to the DDW, the City has 2,587 service connections). The existing Farmersville Comprehensive Infrastructure Master Plan (CIMP) promotes the conservation of water and the protection of the quantity and quality of groundwater in their area by striving to achieve the current State goal of a 20% reduction in water consumption by 2020.

One of the management actions is “assistance for impaired wells”. This includes funding to repair/deepen/drill wells or provide treatment. However, no source of or amount of funding is listed for this item.

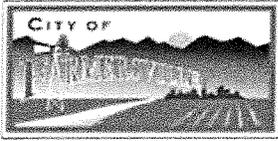
For the groundwater market management action, GKGSA will consider the feasibility and acceptance of a voluntary marketing program. With the existence of a groundwater allocation program and a suitable measurement program, the GKGSA will be able to administer a marketing program within the confines of the GKGSA and possibly with other GSAs in the Kaweah Subbasin. A share-based methodology may be utilized, which would incorporate affixed number of shares being issued to all groundwater rights holders, accompanied by an annual allotment dictating the volume of extractable water per share.

For the Groundwater Allocation Program, the GSA may pursue groundwater allocations if the development of projects will not offset the current groundwater demands and overdraft on their own. The GKGSA may adopt policies which provide a finite groundwater allocation on a per-acre basis, which may include a “ramp-down” in pumping over time in order to allow groundwater users time to adapt to a reduction in supply and which may include adaptive management elements what would allow GKGSA to readily modify such policies to meet changing conditions over time.



Summary

The City of Farmersville is covered by the GKGSA and its associated policies. The draft GSP, published in September 2019, defines objectives for the basin. The City of Farmersville currently complies with the objectives in the draft GSP. The first five years of the GSP will mainly be data gathering of water levels and land subsidence. This data will then be evaluated by the GKGSA to determine the impact from the projects listed in Table 5. The GSP anticipates the projects in Table 5 will be enough to meet the objectives listed in Table 1. If this turns out to be true, the impact on Farmersville will consist of adhering to their Comprehensive Infrastructure Master Plan and General Plan such as continued promotion of water conservation and collection and infiltration of storm water. If the proposed projects in the GSP do not meet the basin objectives, Farmersville may be impacted in terms of being required to increase recharge and/or decrease water pumping. After implementation of the GSP, Farmersville should pay careful attention to reports and evaluations produced by the GKGSA to evaluate if future GSP actions may impact the City.



Gregorio Gomez, Mayor
Rosa Vasquez, Mayor Pro Tem
Paul Boyer, Council Member
Ruben Macareno, Council Member
Tina Hernandez, Council Member

**Farmersville City Council
Regular Meeting**

Monday, June 8, 2020 6:00 PM
Meeting held in Civic Center Council Chambers
– 909 W. Visalia Road Farmersville, California

**Pursuant to Governor Newsom's Executive Order N-25-20,
the City of Farmersville will be allowing the public, staff, and City
Council to attend this meeting via Zoom Meeting.**

Please dial 1-669-900-6833

Meeting ID: 94263150761

Password: 710610

1. **Call to Order:** *6:00pm*
2. **Roll Call:** *Gomez, Vasquez, Boyer, Hernandez, Macareno*
3. **Invocation:** *Gabriel Lopez*
4. **Pledge of Allegiance:** *Mayor Pro Tem Vasquez*
5. **Public Comment:**

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

Councilmember Hernandez addressed council regarding Sheriff Boudreaux comments.

Councilmember Macareno addressed council regarding Sheriff Boudreaux comments.

Mayor Gomez addressed council regarding Sheriff Boudreaux comments.

Alice Lopez resident of Farmersville informed council that E. Farmersville Blvd. by Avery/Rose streets are dark and it's hard to see street signs. Also let council know that fireworks are being set off somewhere by Matthews.

6. **Presentations:** *None*

7. Consent Agenda:

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

A. Minutes of Regular City Council Meeting of May 26, 2020.

Recommend approval of minutes.

Documents: Draft Action Minutes of May 26, 2020.

B. Finance Update for May 2020: Warrant Register and Investment Summary

Recommend that the City Council:

1. Approve the Warrant Register as presented for the period. This reporting period represents warrants issued for the current Fiscal Year (2019/2020); and
2. Accept the Investment Summary as presented for the period. This reporting period represents investment summary for the previous month.

Documents: May 2020 Warrant Register
Investment Summary May 2020

C. Freedom Drive Crosswalk Improvements Project

Recommend that the City Council review and accept the lowest, responsive bid from MAC General Engineering in the total bid amount of \$63,937.00 for the Freedom Drive Crosswalk Improvements Project.

City Manager Gomez pulled Consent Item C.

City Manager Gomez went over bid information regarding JT2. JT2 was initially disqualified due to an expired license. After further review JT2's license was still valid, therefore they had the lowest bid for Freedom Drive Crosswalk. City Manager Gomez recommended that JT2 be awarded Freedom Drive Improvement Project.

Motion to Approve Consent Item C

Result: Approved Mover: Councilmember Boyer Secunder: Mayor Pro Tem Vasquez Ayes: Gomez, Vasquez, Boyer, Hernandez, Macareno Noes: 0 Abstain: 0 Absent : 0
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D. Authorize contract with CSET in the amount of \$37,025.48 for the East Walnut Improvement Project

Recommend that the City Council authorize the City Manager to contract with CSET in the amount of \$37,025.48 for the East Walnut Improvement Project.

Documents: CSET Proposal

E. 2020/2021 Landscape and Lighting Assessment Districts

Recommend that the City Council adopt Resolution 2020-023 directing the City Engineer to prepare the Engineer's Report for Farmersville's Landscape and Lighting Assessment Districts and that the City Council set the Public Hearing for July 27, 2020.

Documents: Resolution 2020-023

F. Approval for Retrofit Services for Water Well 7A (Capital Budget Item PBW2020-05)

Recommended that the City Council award contract to Ingram Equipment Company to upgrade Water Well 7A located at 2973 N. Farmersville Blvd For the fulfillment of FY 2019-20 Capital Budget Item PBW2020-05.

Documents: Quotes

G. Approval for Purchase of Mainline Sewer Inspection System (Capital Budget Item PBW2020-09)

Recommended that the City Council approve the purchase of a mainline sewer inspection system from Subsite Electronics for the fulfillment of FY 2019-20 Capital Budget Item PBW2020-09.

Documents: Quotes

Councilmember Boyer pulled Consent Item G.

Councilmember Boyer had questions regarding the sewer inspection system.

Motion to approve Consent item G

Result: Approved
Mover: Councilmember Boyer
Seconder: Mayor Pro Tem Vasquez
Ayes: Gomez, Vasquez, Boyer, Hernandez, Macareno
Noes: 0
Abstain: 0
Absent : 0

Motion to approve Consent items A,B,D,E, and F.

Result: Approved
Mover: Councilmember Boyer
Seconder: Mayor Pro Tem Vasquez
Ayes: Gomez, Vasquez, Boyer, Hernandez, Macareno
Noes: 0
Abstain: 0
Absent : 0

8. General Business

A. Public Hearing: Adoption of the Proposed Budget for Fiscal Year 2020-21 by Resolution 2020-017

Recommend that the City Council adopt the Proposed Budget for Fiscal Year 2020-21 by Resolution 2020-017.

Documents:

1. Proposed Budget for Fiscal Year 2020-2021 Budget Book
2. Resolution 2020-017 Fiscal Year 2020-2021 Budget Adoption

Mayor Gomez opened the Public Hearing at 6:42pm and with no comment given, closed the Public Hearing at 6:42pm

Steve Huntley, Director of Finance and Administration, gave a report on the Proposed Budget for Fiscal Year 2020-2021.

Councilmember Macareno had questions regarding the budget.

Councilmember Boyer, Vasquez, and Gomez thanked Steve for a job well done putting the budget together.

Motion to approve as presented.

Result: Approved
Mover: Mayor Pro Tem Vasquez
Seconder: Councilmember Hernandez
Ayes: Gomez, Vasquez, Boyer, Hernandez, Macareno
Noes: 0
Abstain: 0
Absent : 0

B. Public Hearing: Consider Resolution 2020-015 approving the 2020-2021 Appropriations Limit

Recommend approving Resolution 2020-015 establishing Fiscal Year 2020-2021 Appropriations Limit.

Documents:

1. Schedule A: Appropriations Limit Calculation for the Fiscal Year Ending 6/30/2021
2. California Department of Finance Price & Population Letter May 2020
3. Resolution 2020-015 Fiscal Year 2020-2021 Adoption of Appropriation Limit

Mayor Gomez opened the Public Hearing at 6:59pm and with no comment given, closed the Public Hearing at 6:59pm.

Motion to approve as presented.

Result: Approved Mover: Mayor Pro Tem Vasquez Seconder: Councilmember Hernandez Ayes: Gomez, Vasquez, Boyer, Hernandez, Macareno Noes: 0 Abstain: 0 Absent : 0
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C. Public Hearing: Consider Adopting by Resolution 2020-016 the Proposed Five-Year Capital Improvement Plan for FY 2020-2021 through FY 2024-2025

Recommend that the City Council adopt the revised Five-Year Capital Improvement Plan by Resolution 2020-016.

Documents: Resolution 2020-016

Mayor Gomez opened the Public Hearing at 7:01pm and with no comment given, closed the Public Hearing at 7:01pm.

Motion to approve as presented.

Result: Approved Mover: Mayor Pro Tem Vasquez Seconder: Councilmember Hernandez Ayes: Gomez, Vasquez, Boyer, Hernandez, Macareno Noes: 0 Abstain: 0 Absent : 0
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D. Adoption of the Salary Schedule for Fiscal Year 2020-21 by Resolution 2020-019

Recommend that the City Council adopt the Salary Schedule for Fiscal Year 2020-21 by Resolution 2020-019.

Documents:

1. Resolution 2020-019 Adoption of Tier 1 and Tier 2 Salary Schedule for Fiscal Year 2020-21
2. Attachment A: Salary Schedule for FY 2020-21 Tier 1 & 2

Motion to approve as presented.

Result: Approved Mover: Councilmember Boyer Secunder: Mayor Pro Tem Vasquez Ayes: Gomez, Vasquez, Boyer, Hernandez, Macareno Noes: 0 Abstain: 0 Absent : 0
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9. Council Reports

A. City Council Updates and Committee Reports

Councilmember Hernandez thanked a Farmersville resident for taking the time to clean up graffiti behind Auto Zone.

Councilmember Boyer would like to know estimated time on bidding the N. Farmersville Project and timeline. Greater Kaweah Ground Water Sustainability meeting talked about delaying Prop 218.

Mayor Gomez would like the Council to get copies of the Transit JPA ahead of the next agenda packet.

10. Staff Communications:

City Manager Gomez- E Walnut Project will be starting June 15th, Sequoia Gateway Park has two proposals and will be on next Council meeting agenda to award contract.

West Walnut project will be on next Council meeting agenda.

No updates regarding the WWTP.

Front Lobby has been reopened and precautions regarding COVID have been put in place.

New Urban Greening Grant Project is being filled out regarding Sports Park; application will be at next Council meeting.

New guidelines for Bars and Restaurants regarding COVID have been released by the State.

CDBG has released a grant for COVID related expenses including City reimbursement for money spent for COVID, and to provide grants to small businesses in Farmersville.

Talked to Council regarding whether Council meetings should continue using Zoom. Council approved of returning back to normal practices with modifications to the Council Chamber to provide social distancing for those in attendance.

Finance Director Huntley- RFP was sent out for Fee Study.

Chief Krstic- Graduation for high school went smoothly. First phase of new Fire Truck is complete.

11. Future Agenda Items

1. Discuss Groundwater Recharge Projects
2. Farmersville 60th Anniversary Celebration
3. Update on Water Levels and Usage

12. Adjourn To Closed Session

Mayor Gomez adjourned to closed session at 7:26pm

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 330 N. Farmersville Blvd.

Agency Negotiators: Jennifer Gomez and Michael Schulte

Negotiating Parties: Tiburco Cortez

Under Negotiation: Terms and Price

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Title: City Manager

13. Reconvene to Open Session:

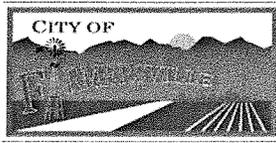
Mayor Gomez reconvened at 8:04pm and had nothing to report.

14. Adjournment:

Mayor Gomez adjourned the meeting at 8:04pm.

Respectfully submitted,

Rochelle Giovani
City Clerk



City Council

Staff Report 7B

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Resolution 2020-029 adopting Memorandum of Understanding with the Farmersville Miscellaneous Employees Association

RECOMMENDED ACTION:

Adopt Resolution 2020-029 authorizing the City Manager to execute the Memorandum of Understanding with the Farmersville Miscellaneous Employees Association.

BACKGROUND and DISCUSSION:

The City Council has been negotiating with each of the City's bargaining units in recent months as the current MOUs expire June 30, 2020. An agreement has been reached with the Miscellaneous Employees which will reflect the following changes:

- The 3 days of Personal Time that is used out of Sick Leave will be removed, so that employees do not need to specify their purpose of using Sick Leave.
- Bereavement Leave will be increased to 5 days.
- One jacket shall be bought for public works employees every even calendar year (example 2020, 2022, 2024). The jacket must meet current Cal Osha visibility safety standard. The Public Works employee will notify Public Works Director regarding the purchasing of one jacket by or before the first week of October, and Public Works Director will approve purchase of one jacket by end of October.
- Negotiations pertaining to annual clothing allowance for administrative staff will reopen in January 2021.
- Negotiations for a Cost of Living Adjustment will reopen in January 2021.

- Negotiations to increase the City match up to 3% will reopen in January 2021.
- Vacation Buy Back
Each fiscal year, after using 60 hours of Vacation leave, an employee may sell back 30 hours of Vacation leave. In order to sell back hours, an employee must have a minimum of 100 hours in their bank before they can cash out the 30 hours.

FISCAL IMPACT:

The Vacation Buy Back program is a new benefit and could be an impact of \$30,000 a year to the budget if all employees citywide participated. The City Manager and Finance Director have incorporated this in next year's budget.

ATTACHMENT(S):

Resolution 2020-029

Memorandum of Understanding

RESOLUTION 2020-029

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE
ADOPTING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FARMERSVILLE
AND THE MISCELLANEOUS EMPLOYEES BARGAINING UNIT**

WHEREAS, Resolution No. 1989-02 establishes procedures for employer-employee relations,
and

WHEREAS, the Meyers-Milias-Brown Act of the State of California, commencing with
Government Code Section 3500, requires certain procedures to be followed regarding employee-
employer relations, and

WHEREAS, the City Council has directed the City Manager to meet and confer in good faith
with the members of the employee bargaining units, and

WHEREAS, the City Council recognizes the following as labor bargaining units for the
employees of the City of Farmersville: Mid-Management Employees, Miscellaneous Employees, Police
Officer's Association, and Farmersville Fire Officers Association, and

WHEREAS, the City Council wishes to establish labor agreements in the form of memorandums
of understanding (MOU) with each of the acknowledged bargaining units, and

WHEREAS, the City Council intends the MOUs to formalize the relationship between the
employees of each bargaining unit and the City of Farmersville, and

WHEREAS, the term of the MOUs will be one year, commencing on July 1, 2020 and terminating
on June 30, 2021.

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

1. That the attached Memorandum of Understanding between the City and the Miscellaneous
Employees Group is hereby adopted and approved for execution by the City Manager.

PASSED, ADOPTED AND APPROVED this 22nd day of June, 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

GREG GOMEZ
MAYOR of the City of Farmersville

Attest:

ROCHELLE GIOVANI
CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF FARMERSVILLE
AND THE FARMERSVILLE MISCELLANEOUS EMPLOYEES ASSOCIATION
(JULY 1, 2020 – JUNE 30, 2021)**

ARTICLE I. GENERAL PROVISIONS

Section 1. Application

This Memorandum of Understanding (MOU) serves as the labor agreement between City of Farmersville and the employees of the Farmersville Miscellaneous Employees Association. The agreement shall be effective as of July 1, 2020 and shall terminate on June 30, 2021.

Section 2. Amendments and Revisions

Recommendation for the amendment and revision of policies and procedures may be made by the Personnel Officer after compliance with Government Code Chapter 3500 et seq. Unless otherwise noted, amendments and revisions shall become effective upon adoption of a resolution by City Council.

ARTICLE II. SALARY PLAN

Section 1. Salary on Appointment

New employees will normally be hired at the Step A salary amount of the appropriate position range as identified in the Salary Schedule (Exhibit A). If unusual recruitment difficulties are encountered of a candidate that is exceptionally well qualified, appointment at a higher step may be authorized by City Manager.

Section 2. Salary Adjustments

- A. Salary Step Increases, as shown in the Salary Schedule, shall be considered on the employee's employment date anniversary and shall be based on a satisfactory evaluation and recommendation by the employee's department head.
 - a. Tier 1 employees are those hired prior to January 01, 2018 and shall be eligible for Step increases as shown in the Tier 1 salary schedule as adopted.
 - b. Tier 2 employees are those hired on/after January 01, 2018 and shall be eligible for step increases as shown in the Tier 2 salary schedule as adopted.

- B. Authorized salary adjustments shall become effective at the beginning of the pay period nearest the employee's anniversary date.
- C. If, in the supervisor's judgment, the employee's performance does not justify an adjustment on the anniversary date, the employee shall be re-evaluated before the expiration of the six (6) months. If the employee receives a satisfactory evaluation at the end of the six (6) month period and a recommendation from the department head for a salary adjustment, the employee will receive said adjustment. In such an event, the employee shall maintain the same anniversary date.
- D. The granting of an official leave of absence of more than thirty (30) continuous calendar days, other than for military leave, shall cause the employee's salary adjustment date to be extended the number of calendar days of leave.
- E. Should an employee's approved adjustment be overlooked, upon discovery of the error the employee shall receive a supplemental payment compensating said employee for the adjustment he/she would have received had the adjustment been granted at the appropriate time.

Section 3. Salary on Promotion

An employee who is promoted to a position in a class with a higher salary range shall be paid at the appropriate range and step amount effective as of the date of the promotion. The appropriate range and step amount shall be determined by the employee's department head with the approval of City manager.

Section 4. Salary on Demotion

An employee who is demoted to a position in a class with a lower salary range shall be paid at the appropriate range and step amount effective as of the date of the demotion. The appropriate range and step amount shall be determined by the employee's department head with the approval of City manager.

Section 5. Salary on Transfer

An employee who is transferred from one position to another in the same class or to another position in a similar class having the same salary range shall receive the same salary range and step class shall be treated as non-disciplinary demotions for salary, seniority, and benefit purposes.

Section 6. Salary on Position Reclassification

When an employee's position is reclassified and the employee is appointed to the position, his/her salary shall be determined by the Salary Schedule classification for the new position.

Section 7. Salary on Re-employment

An employee recalled after a layoff to his/her previous position shall receive the same range and step salary amount provided they are rehired within twelve (12) months. Employee shall receive credit for prior service with City for seniority and benefit purposed provided they are rehired within twelve (12) months of the layoff.

Section 8. Acting Pay

A. Acting pay shall be in the salary range of the acting position's class. To receive acting pay, the employee must:

1. Be formally assigned duties appropriate to the higher class. Such assignment shall be confirmed by the processing of a personnel action form by employee's supervisor.
2. Work in the higher class for at least thirty (30) consecutive days.

B. Subject to the conditions noted above, qualifying employees shall be paid acting pay for all days worked in an acting position after the first 30 days.

Section 9. Call Back Pay

An employee who is called back to work during off-duty hours shall receive compensation on an hour for hour basis at time and one half of the hourly rate. Call outs occurring on New Years day and the Fourth of July shall result in payment of two times the hourly rate. Employees shall receive a minimum of two (2) hours compensation per call out on weekdays and weeknights and two (2) hours on national holidays outlined in Section 4 of Article IV of this MOU. For purposes of this section, work time shall include time spent in traveling to and from the work site, with the exceptions of those utilizing a take home vehicle provided by City. This section shall not apply to management or exempt personnel.

Section 10. Uniform and Clothing Pay/Allowances

Public Works personnel required to wear uniforms shall receive clothing allowance of \$600 annually paid in December of each year, one pair of safety boots per fiscal year up to a cost of \$250, and one jacket shall be bought for public works employees every even calendar year (example 2020, 2022, 2024). The jacket must meet current Cal Osha visibility safety standard. The Public Works employee will notify Public Works Director regarding the purchasing of one jacket by or before the first week of October, and Public Works Director will approve purchase of one jacket by end of October.

Administrative staff (City Hall) shall receive an annual clothing allowance of \$250 payable in one payment in December of each year.

Negotiations pertaining to annual clothing allowance for administrative staff will reopen in January 2021.

Non-sworn uniformed personnel (TCS and Code Enforcement) shall receive an annual uniform allowance of \$700 payable in two payments, one in December and one in June.

Section 13. Computation of Salary for Payroll Purposes

Monthly salary shall be those amounts as shown in Exhibit A for Tier 1 employees and Exhibit B for Tier 2 employees of this article and will be paid bi-weekly at the amount equal to the result of multiplying the monthly amount by 12 and dividing by 26.

Section 14. Stand-by Pay

Employees placed on stand-by shall receive \$25 per day for standing by and if called out during the standby period then employees shall receive a minimum of two (2) hours of pay.

Section 15: Cost of Living Adjustment

Negotiations for a Cost of Living Adjustment will reopen in January 2021.

ARTICLE III. WORK PERIOD/OVERTIME

Section 1. Work Period

- A. The normal work period for Miscellaneous personnel shall be a period of forty (40) hours within a period of seven (7) consecutive days starting at 12:00 A.M. on Wednesday, and ending at 11:59 P.M. on the following Tuesday and in the same increments thereafter.
- B. This section is not to be interpreted as prohibiting the adoption of different work periods or schedules in the respective departments with pre-approval of city manager.

Section 2. Overtime

- A. Overtime shall be credited in six minutes increments with no credit given for time worked less than one tenth of an hour and after obtaining the prior written approval of the department head or supervising officer in charge for sworn police and fire personnel.
- B. Occasional overtime worked that is less than six minutes duration in a work period is non-compensable.

- C. For purposes of overtime computation, vacations, sick leave, compensatory and holiday time taken in a work period shall be counted as hours worked. Voluntary shift changes shall not be counted as time worked.
- D. Overtime shall be paid on the basis of time and one-half for all time worked over 40 hours in a work period by public works personnel.
- E. Hours worked on a holiday shall be compensated at the time and one-half rate irrespective of hours worked in the work period, except on the holidays of Thanksgiving and Christmas in which the hours worked shall be compensated at two times the rate irrespective of hours worked in work period.

ARTICLE IV. LEAVE OF ABSENCE WITH PAY

Section 1. Sick Leave

- A. Following completion of six (6) months or continuous full time service, an employee shall be credited with six (6) days of sick leave. Thereafter for each calendar month or service in which the employee is paid for more than two-third (2/3) of the working days in such month, they shall be credited with one (1) day of sick leave. Unused sick leave may be accumulated without limit.
- B. Upon the approval of the department head and the personnel officer, an employee having less than six (6) months of continuous service may be permitted to use sick leave. Such sick leave shall be an advance on credited sick leave and, should the employee terminate before the completion of six (6) months of service, the amount of sick leave pay received will be deducted from their final check.
- C. Credited sick leave may be used for the absence on account of:
 - 1) An employee's bona fide illness, injury or pregnancy.
 - 2) The treatment or examination of the employee including, but not limited to, medical, dental, optometric, psychological or psychiatric.
 - 3) For serious illness or injury of a member of the employee's immediate family (i.e. spouse, parent, brother, sister, child, stepchild, mother-in-law, father-in-law, grandparent, or grandchild). Use of sick leave under this section is restricted to a maximum of six (6) days each fiscal year. For purposes of this section, "serious illness or injury" is defined as an illness or injury of such severity that death is imminent, or someone be immediately available to assist the afflicted and/or monitor their condition.
- D. Sick leave usage is subject to the approval of the employee's department head or immediate supervisor, in the absence of the department head. The

department head may require evidence in the form of a physician's certificate, or otherwise verifying the reason for an employee's absence during the time for which sick leave is requested. A failure to submit the required verification shall result in denial of sick leave usage and constitute grounds for disciplinary action.

- E. No employee shall be entitled to sick leave with pay while absent from duty on account of the following:
 - 1) Disability arising from sickness or injury supposedly self-inflicted or cause by any of their own willful misconduct.
 - 2) Sickness or disability sustained while on leave of absence without pay.
- F. Sick leave shall not be used in lieu of or in addition to vacation,
- G. An employee who has completed a minimum of five (5) years continuous service and who leaves in good standing shall be paid at their salary rate then in effect for 30% of their unused sick leave.
- H. Observed Holidays occurring during sick leave shall not be counted as a day of sick leave.
- I. Sick leave is not accrued by or credited to non-regular, emergency, seasonal, relief, or temporary employees paid solely on an hourly or daily basis.
- J. Part-time employees who regularly work at least twenty-nine (29) hours per week, but less than forty (40) hours per week, with at least six (6) months of continuous service shall be entitled to sick leave pay accrued at one-half (1/2) the rate of full-time employees.
- K. Any employee who does not use any sick time in a full fiscal year will be granted an added day of vacation, regular part-time positions shall receive 1/2 day, on July 1st of the next fiscal year.
- L. In the event that public works personnel has accumulated a balance of 480 hours or more of sick leave, employee may sell back a maximum of 100 hours per year at a rate of 30 percent of the employee's hourly rate.

Section 2. Vacation Accrual and Carryover

- A. Employees shall accrue vacation at the following rates:

Years of Completed Service	Vacation Accrual	Maximum Accumulation at end of Fiscal Year
0 to 2	10 days (3.08 hrs/payperiod)	10 days
3 to 4	11 days (3.38 hrs./payperiod)	11 days
5 to 9	12 days (3.69 hrs/payperiod)	12 days
10	17 days (5.23 hrs/payperiod)	17 days

- B. Vacation accrual shall be capped at (3) three times the employee's annual accrual.
 - a. Employees who reach their cap will cease to accrue vacation leave time unless a waiver is provided at the request of their department head and approved by the City Manager.
- C. Regular part-time employees with at least six (6) months of continuous service shall accrue vacation time at the rate of 3.3 hours per month of service.
 - a. Vacation accrual for part-time employees shall be capped at (1) one time the annual accrual.

Section 3. Use of Vacation Time

- A. After the completion of six (6) months of continuous service, an employee may apply for vacation leave not to exceed the number of hours earned.
- B. Vacations shall be taken at times approved by the department head with due regard to the wishes of the employee and the particular regard for needs of City.
- C. Unless otherwise provided by department rules, employees shall submit vacation requests to their supervisor at least ten (10) calendar days prior to the intended start of vacation.
- D. An employee who terminates their City employment shall be paid for all unused vacation.
- E. No person shall be permitted to work for compensation for City during their vacation.
- F. In the event of one or more City holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, however, extension of the vacation leave for the period of such holiday(s) is subject to approval of the employee's department head.

- G. With the exception of terminating employees, pay will not be given in lieu of vacation time that is not taken.

Section 4. Vacation Buy Back

Each fiscal year, after using 60 hours of Vacation leave, an employee may sell back 30 hours of Vacation leave. In order to sell back hours, an employee must have a minimum of 100 hours in their bank before the employee can cash out the 30 hours.

Section 5. Holidays

- A. With the exception of police shift and fire personnel, full-time employees shall receive paid time off for each of the following holidays:
 - New Year's Day
 - Martin Luther King Jr. Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving
 - Day following Thanksgiving
 - Christmas Eve (the second half of the workday)
 - Christmas
 - New Year's Eve (the second half of the workday)
 - Employee's Birthday
 - Any special holidays declared by the Mayor, Governor or President
 - Good Friday (last 2 hours off) only Public Works Dept.
- B. In the event a holiday falls on a Saturday, the preceding Friday will be the day that the employees will observe as the holiday. In the event a holiday falls on a Sunday, the following Monday will be the day that the employees will observe as the holiday.

Section 6. Civic Responsibility Leave

- A. Absence from work because of required trial jury duty will be considered an excused absence with pay. To receive his/her full salary the employee shall turn into the administrative department any payment for trial jury duty, excluding pay for travel and meals.
- B. In accordance with the California Elections Code, Sections 14400 and 14401, if a registered voter employee does not have sufficient time outside of regular working hours within which to vote at general, direct primary or presidential primary elections, they may take off working time as will, when added to their voting time outside their working hours, enable them to vote. The scheduling of

the time referenced above shall be subject to the prior approval of the respective department head and shall normally be at the beginning or end of a work shift. A maximum of two (2) hours may be taken with pay to vote provided a ballot stub is given to the department head upon returning to work.

Section 7. Temporary Military Leave

Payment of employees on temporary military leave as governed by section 395.1 of Military and Veteran Code of the State of California, which states:

“Any public employee which is on temporary military leave or absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one year immediately prior to the date on which the absence begins shall be entitled to receive their salary or compensation as such public employee for the first thirty (30) days in any one year of public agency service, all service of said public employee in the recognized military service shall be counted as public agency service.”

Section 8. Bereavement Leave

In the event of the death of a member of the employee’s immediate family (i.e., spouse, parent, brother, sister, child, stepchild, mother-in-law, father-in-law, grandchild or grandparent), an employee may use up to 5 days off with the approval of their department head. An employee may use up to 3 days of Sick Leave in addition to bereavement leave, if needed, with the approval of their department head.

ARTICLE V. HEALTH & WELFARE

Section 1. Workers Compensation

- A. An employee of City who is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, shall be compensated as follows: on the first, second and third day of the injury, employee shall use accrued sick leave, vacation, floating holiday and/or compensatory time off for full salary continuance.
- B. All City personnel shall receive workers compensation benefits as provided for under California law.

Section 2. Medical Verification

Employees may be required to provide medical verification of their ability to perform required tasks. Such verification may be requested when City has cause to believe that the employee’s condition presents a hazard to the employee, other employees, or the public.

Section 3. Health, Dental and Vision Insurance

- A. For the period of July 1, 2020 through June 30, 2021 City of Farmersville shall pay the premiums for Tier 1 employees and their dependents for a Healthcare Program, Dental Plan, and Vision Plan in accordance with the rules and regulations governing those programs as described in Exhibit C at no cost to the employee.

- B. For the period of July 1, 2020 through June 30, 2020 Tier 2 employee's the City of Farmersville shall provide a fixed contribution of up to \$1000 towards the purchase of a Healthcare Program, Dental Plan, and Vision Plan for the employee and their dependents in accordance with the rules and regulations governing those programs as described in Exhibit C.

- C. Tier 1 Employees may, at their discretion, "Opt Out" of Healthcare coverage for their dependents, spouse, and themselves and be eligible for the following incentive, per pay period, for a maximum allowable incentive of \$150.00.
 - 1. Opt Out of Dependent coverage (all dependents) \$50
 - 2. Opt Out of Spousal coverage \$50
 - 3. Opt Out of Employee Coverage \$50

During an approved leave of absence or absence without pay, an employee may continue their health insurance coverage by paying City in advance for each month, or portion thereof, in which they are absent plus a 5% administrative fee.

Section 4. Retirement

City shall provide the Public Employees Retirement System (PERS) retirement to all employees. City shall pay the required Employer contribution to PERS to maintain the two percent (2%) @ 60 program for "classic" employees and the two percent (2%) @ 62 program for "new" employees. Effective July 1, 2014 safety employees shall pay the employee contribution to PERS. At no time shall this cost exceed twelve percent (12%) of base pay in accordance with the Public Pension Reform Act (PEPRA). Any additional costs shall be paid by the City.

Additionally, City shall pay the full cost of the employee's share of Social Security tax, up to six point two percent (6.2%) of the employee's compensation. The contribution to social security by City for the employees shall not count in any computation towards the PERS retirement program provided for in this section.

Section 5. Life Insurance

City shall provide a life insurance policy of \$50,000 for Miscellaneous Employees.

ARTICLE VI. MISCELLANIOUS EMPLOYEES BENEFITS

Section 1. Mileage Reimbursement

- A. Employees who, at City request, use a private vehicle on City business shall be reimbursed for mileage at the current Federal GSA mileage rate per mile. Prior approval from the department head must be obtained.

Section 2. Tuition Reimbursement Program

- A. All full time personnel are eligible to participate in City's tuition reimbursement program.
- B. Employees must obtain his/her department head's approval prior to take a requested course. This approval must be obtained in writing prior to starting the course.
- C. Each course approval is contingent upon there being a relationship between course and/or degree and the employee's present or reasonable anticipated duties. The department head shall determine whether such a relationship exists.
- D. Once the department head approval is obtained the request will be forwarded to City manager for final approval. Upon successful completion of the class, (grade "B-" or better) the employee shall provide the finance department with a copy of the grade report and all receipts and cancelled checks relating to the tuition expenses incurred. Once all necessary information is received by finance, the finance department will make the appropriate payment.
- E. Reimbursement will not exceed the per unit cost for an equivalent class taken at a state college/university subject to a maximum reimbursement in any one fiscal year of \$2,000 per employee.
- F. Employees that terminate employment with City, voluntarily or involuntarily prior to five years after completing a course that he/she received a tuition reimbursement, shall be responsible to pay back to City a portion of the reimbursement received. For each month worked after the reimbursed course is completed, employee shall be forgiven 2.78% of the reimbursement.

Section 3. Bilingual Pay

City shall provide 3.5% above the employee's hourly or monthly salary for fluency in conversational and written Spanish. Such fluency shall be determined through a competency examination developed and administered by City.

Section 4. Long Term Disability and Life Insurance

All full time employees are provided long-term disability and life insurance coverage.

Section 5. Union Membership

With the written authorization of the employee City will forward to those recognized employee organizations or if a fair share payment, those payments directed by the employee out of their payroll check.

Section 6. Vehicle Take-Home Program

The following positions shall be allowed to take home City vehicles pursuant to those policies adopted by their respective departments: animal control officer, public works specialist, public works supervisor, and on-call public works personnel.

Section 7. Certification Pay

City shall provide 2.5% above the employee's normal hourly or monthly rate for obtaining and maintaining certificates for at least a Grade I Water Treatment Operator or Grade I Wastewater Treatment Operator. It shall also include a 2.5% increase for a notary license.

Section 8. Deferred Compensation

If employee elects to participate in a voluntary deferred compensation retirement program, City shall match each dollar contributed by employee up to 2 percent of employee's base salary.

Negotiations to increase the City match up to 3 percent will reopen in January 2021.

Section 9. Longevity Pay

After an employee has worked for City for at least ten years, employee shall be entitled to Longevity Pay. Longevity Pay shall equal 5% of employee's base salary and shall only be awarded pending the following two conditions: Employee is on the top step of his/her job classification scale and the employee has received a satisfactory rating in his/her most recent annual performance evaluation. An additional 5% shall be paid in the event the employee has worked for at least 20 years and the same conditions above exist.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of June, 2020.

MEA

CITY OF FARMERSVILLE

By: _____
Justin Baker, Public Works

By: _____
Jennifer Gomez, City Manager

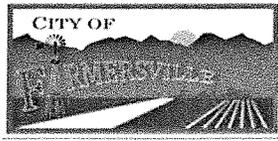
By: _____
Manual Amezcua, Administration

Attest: _____
Rochelle Giovani, City Clerk

By: _____
Maria Alvarez, Non-Sworn PD

Approved as to Form:

Michael Schulte, City Attorney



City Council

Staff Report 7C

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Contract with 4Creeks for Construction Management and Resident Engineer Services for the West Walnut Avenue Reconstruction Project and West Walnut Avenue Safe Routes to Schools Project in the amount of \$144,144.90

RECOMMENDED ACTION:

Recommended that the City Council approve contract with 4Creeks for Construction Management and Resident Engineer Services for the West Walnut Avenue Reconstruction Project and West Walnut Avenue Safe Routes to Schools Project in the amount of \$144,144.90.

BACKGROUND AND DISCUSSION:

Requests for Proposals were received from two companies (4Creeks and NV5) on May 14, 2020 and subsequently evaluated. Based on their scores, the City Manager determined interviews with both companies would be beneficial. Interviews with both companies were conducted on May 26, 2020. Based on the proposal, evaluation scores, and the interviews, the selection committee determined 4Creeks to be the most qualified for this project. Once determined to be the most qualified, the City Manager reviewed 4Creeks estimated fees and began negotiations. An agreement was reached, and the attached contract is recommended for approval by the City Council.

4Creeks will oversee the construction being performed by Don Berry Construction, Inc. and will consult with QK for any changes or concerns regarding design. All parties involved are eager to begin this project with construction scheduled to begin this month and to be completed in October.

FISCAL IMPACT:

The engineer's estimate for this work was \$183,000, and 4Creeks fee was \$144,144.90.

CONCLUSION:

That the City Council approve the contract with 4Creeks for Construction Management and Resident Engineer Services for the West Walnut Avenue Reconstruction Project and West Walnut Avenue Safe Routes to Schools Project in the amount of \$144,144.90.

ATTACHMENT(S):

Agreement

**CITY OF FARMERSVILLE
CM/RE SERVICES FOR W. WALNUT RECONSTRUCTION AND W. WALNUT SR2S
PROJECTS
AGREEMENT**

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ATTACHMENT A – Cost Proposal and associated attachments

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

4Creeks, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be *Chris Crawford*

The name of the "LOCAL AGENCY" is as follows:

City of Farmersville

The Contract Administrator for LOCAL AGENCY will be *Jennifer Gomez*

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated *May 14, 2020*. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment A and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

- A. CONSULTANT Services

The approved CONSULTANT's Cost Proposal is attached hereto as Attachment A and incorporated by reference.

- B. Local Agency Obligations

The LOCAL AGENCY shall provide the following services:

1. Compensate the CONSULTANT as provided in this AGREEMENT.
2. Provide a "City Representative" who will represent the LOCAL AGENCY and who will work with the CONSULTANT in carrying out the provisions of this AGREEMENT. The CONSULTANT shall communicate with the City Representative who will provide the following services:

Examine documents submitted to the LOCAL AGENCY by the CONSULTANT and timely render decisions pertaining thereto.

Give reasonably prompt considerations to all matters submitted by the CONSULTANT for approval to the end that there will be no substantial delays in the CONSULTANT's program of work.

Act as coordinator between CONSULTANT and other LOCAL AGENCY representatives.

C. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on June 22, 2020, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 22, 2020, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of

CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Farmersville
Attn: Jennifer Gomez, City Manager
909 W. Visalia Road
Farmersville, CA 93223

- E. The total amount payable by LOCAL AGENCY shall not exceed \$144,144.90.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit

recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and

of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

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- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion

thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

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- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 9%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment, or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color,

national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business

Enterprise (DBE) First-Tier Subconsultants, certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- M. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- N. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XVIII INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than two million dollars (\$2,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XIX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XX CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by CONSULTANT.

- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXV OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVI CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXX RETENTION OF FUNDS

- A. The LOCAL AGENCY shall hold retainage from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by LOCAL AGENCY, of the AGREEMENT work, and pay retainage to CONSULTANT based on these acceptances. The CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the AGREEMENT work by the LOCAL AGENCY. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXI NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

4CREEKS, INC.
CHRIS CRAWFORD, Project Manager
324 S. SANTA FE, SUITE A
VISALIA, CA 93292

LOCAL AGENCY:

CITY OF FARMERSVILLE
JENNIFER GOMEZ, Contract Administrator
909 W. VISALIA ROAD
FARMERSVILLE, CA 93223

ARTICLE XXXII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

City of Farmersville

4Creeks, Inc.

Jennifer Gomez

Matt Ainley

Date: _____

Date: _____

PROPOSED PROJECT APPROACH AND ABILITY TO PROVIDE REQUESTED SERVICES

Overview

At 4Creeks our Construction Management and Inspection team strives to produce high quality municipal construction projects while minimizing change orders and overall project costs. We take a teamwork type approach to every project. Aspects of each project are discussed with the contractors just prior to each construction activity to make sure they fully understand the requirements of the contract documents. This helps the contractors install improvements correctly the first time minimizing costly removals and replacements. **We have found that being pro-active and setting the contractor up for success creates a strong working relationship that helps the contractor succeed on the project while keeping the project on schedule and on budget for the agency.**

Our CM/RE and Inspection personnel are located in the Visalia office. This close proximity to the City of Farmersville allows us to be on-site quickly when needed. It also greatly minimizes staff driving time costs which will minimize management costs on the project.

Task 1 Construction Management and Inspection

Our team is qualified and capable of performing the CM/RE functions and inspections as listed in the RFP. The first section of our proposed project approach titled Project Specific Issues is a discussion about some of the more critical components of the W. Walnut Reconstruction and Safe Route to Schools projects that we will address and coordinate. These are very project specific in nature and are things that we look out for and coordinate to make sure the project will run smoothly. The next section titled Typical Approach is the general approach we take to each one of our municipal projects.

Mr. Chris Crawford is a Sr. Construction Manager at 4Creeks and he is in responsible charge of the CM and Inspection Department. He will be the team leader and Resident Engineer in responsible charge of services provided to the City of Farmersville. Mr. Williams is a Construction Manager and Inspector at 4Creeks and he has experience with both large-scale street improvement projects and current Federally Funded project LAPM requirements. Mr. Williams will be the Assistance CM/RE and primary inspector for this project. This team has been responsible for managing and inspecting high profile challenging projects and has proven success with producing high quality end products within budget.

Project Specific issues

The following list of issues were developed based on a brief review of the project plans and specifications. A much more thorough coordination list will be developed should we be selected as the top qualified consultant. These items are arranged in order from start to finish of the project.

1. Public Notification – Walnut Ave. carries a significant amount of traffic and portions of this roadway may need to be flagged with 1 traffic lane open throughout the project. We will work with the City

and Contractor to determine proper notification procedures for the project that keeps the public informed about the traffic impacts. Keeping the schools informed about construction status will also be a major concern. Our staff will obtain the proper contacts from the schools and keep them updated regularly. We will also develop relationships with other residents that are significantly affected like the owner on the SW corner at Ventura. **On many projects our staffs' positive demeanor and willingness to help others tilts the scales into a positive public perception of the project.**

2. Quality Control Review, Traffic Loops – On many of the projects we do now there is a combination of Type D and E traffic loops used and these are shown by different symbols on the plans. We didn't see these more common different symbols on the plans. We will catch things like these during our constructability review for clarification by the engineer.
3. Quality Control Review, Hartley SE Corner Sidewalk Slope – We did notice on the detail that it looks like one of the sidewalk slopes is going the wrong way sloping away from the road. This is another good example of things that will be caught during our review for clarification with the engineer.
4. Potholing – This will be absolutely critical for the project especially because of the thick 33" street section (8"AC/13"AB/12"CNS) that is being used on the project. It will also be important to collect information on pipe type to make sure that any shallower pipes can handle construction loads without being damaged. It is not uncommon for older water pipe to be brittle AC pipe. It will be important to have as much information as possible to determine if special means and methods need to be used over the tops of some of the existing utilities.
5. Demolition Limits – At the beginning of the project we will have the surveyor stake the demolition limits and we will do a site review with the contractor to adjust the demolition limits to the nearest concrete joints and/or to non-damaged existing connection points. Getting this straightened out up front eliminates costly remobilization demolition change orders.
6. Utility Coordination – It will be important for us to contact each one of the utility companies that have infrastructure that needs adjusting on the project to determine their lead times to adjust their infrastructure. This will be added to a coordination list and then coordinated with the contractor's schedule so that each utility company can be notified to do their work at the appropriate time during construction. **Utility company delays are probably the number 1 cause of delays on capital projects and our company puts a high priority on this up-front coordination to try and eliminate these types of delays.** We also have many established professional working relationships with local utility company's like Barbara and Ryan from CVIN, Chad from the Gas Co., Daniel and Josh and others from SCE and so on that helps our staff be extremely successful coordinating this work.
7. Telephone Pole Relocation and new SCE Street Light – Based on our preliminary review we noticed these things are part of the project. They will be treated as critical path and will be coordinated right away due to typical long lead times. We will check the contractor's schedule to make sure he has the SCE conduit being installed early in the project so it can get approved by the inspector to start the SCE 30 working day power up timeline.
8. Pedestrian Connectivity during Construction – Based on our preliminary review of the plans and specs it was unclear what the City's pedestrian connectivity requirements were for the contractor during ramp reconstruction. We typically discuss things like this with the City prior to construction and then work with the contractor to figure out a phasing plans that meets the City's needs. We will also coordinate the project phasing to coincide with work being done on the E Walnut project. **Of critical importance is pedestrian access for kids to the schools.**
9. Curb Ramps and ADA – We are aware of all current ADA requirements and make sure we address more commonly missed items like no more than 2% in any direction at ramp landings and no more

than 5% on the lip of gutter and 4' from flowline into the roadway. Placement of concrete joints is also very important and can be easily overlooked.

10. Street Paveouts – Our staff carefully checks staking and form boards on narrow paveout areas like along Ventura to make sure there will be positive pavement slopes before the concrete is poured.
11. Street Construction Phasing (Reconstruction Plans Stationing Used) – Reconstructing the roadway especially in the narrow pavement areas from Station 10+00 to 17+00 will be a challenge on this project. There are many ways that this could be done to successfully complete the project and listed below is one method that we believe would work well. The roadway from Station 18+00 to 36+00 (Matthew to Farmersville Blvd.) is wide enough so that the road can be constructed in stages ½ at a time and still have 2 lanes of traffic open on the remaining side. All concrete and underground improvements will be completed prior to the street reconstruction listed below.
 - a. Stage 1, Station 18+00 to 36+00, North Side of Road – Reconstruct this section of the roadway to top of baserock. We believe that it may be best to start on the north side first to try and complete this before school starts again in August so kids coming from the subdivision to the north can get to Farmersville Blvd. easily.
 - b. Stage 2 Station 10+00 to 18+00, North side of Road – Contractor may be able to work a long day and rip out and replace this section of roadway and then pave the bottom asphalt lifts on the entire north side. This would require flagging in the narrow section during the day, but the road could be opened up again at night to have 2 lanes in the narrow section again. There are other things the contractor could do to speed their removal and replacement up in the narrow area like using AB at their own expense instead of recompacting subgrade. Sometimes this is cheaper for them and we have seen this done many times in the past if it means being able to eliminate an extra phase of paving.
 - c. Stage 3 Station 10+00 to 36+00, North side of Road – The top lift of asphalt could be placed on the following day. Typically, the 3rd lift can't be placed on the same day because lower asphalt layers haven't cooled down enough to provide the stability needed for the roller compacting the 3rd lift. Utilities would need to be raised after final paving is completed.
 - d. This whole process could then be repeated on the south side of the road. There are a lot of detail and logistics needed that are not discussed here but this is a pretty simplified version of an approach that would probably work well for the City and Contractor.
12. Pre-Paving meeting – We will thoroughly go over paving operations but one of the most common issues we see currently related to this type of project is pavement checking. We will discuss with the contractor and watch to make sure that rollers are not getting on the mix when it is too hot causing these problems particularly around curves at curb returns. Another very important part of this project will be making sure that the top lift pavement seems fall on lane lines wherever possible and outside of wheel path areas if they can't be right on lane lines.
13. Progress Payment Forms – Our team has worked with other agencies to develop a Federal Progress Payment Request form that is used for federal reimbursements to help make it easier for the City to obtain reimbursement approval. We will use these as a template and develop an excel file specifically for this project.

TYPICAL APPROACH

Upon contract authorization, the 4Creeks team will work together with the City's staff to refine and finalize project scope of work, schedule, and budget parameters and determine what resources are available or will be needed to complete the project successfully. Below, we have provided an outline of the items that embody our typical approach to a project. This is a Federally funded project, so we plan to maintain our

documents in the structure suggested by the LAPM manual for local agencies with no standardized file format structure. This is the same file structure we will be using on the E. Walnut project for the City of Farmersville.

4Creeks Responsibilities:

- Quality Control & Constructability Review
- Project Coordination List
- Project Specific Inspection and Materials Testing Plan
- Pre-Construction Meeting
- Schedule Review and Notifications
- Submittals, RFI, and Shop Drawings
- Change Orders and Claims
- Payment Requests
- Pre-Construction Video & Utility Potholing
- Weekly Progress Meetings
- On-Site Inspections & Testing
- Field Changes
- Infrastructure Specific Site Meetings before each major construction activity.
- Contract Administration & Project Closeout

Quality Control & Constructability Review: One of the most critical parts of a construction project is having experienced personnel that can be pro-active and identify design errors before they turn into large construction problems. The first step in our CM program is to perform a quality control constructability review of the plans, specifications, and contract documents. 4Creeks will identify issues that the design engineers have missed that could cause significant project delays and/or costs during construction. **A design engineer with construction management experience will perform the review so both construction problems and design problems will be identified.** Any issues that are found will be brought to the attention of the City with proposed solutions to correct the problem. The preferred solution will then be presented to the contractor for incorporation into the project. As an example, our staff checks for common design engineering errors like attempting to install a new manhole too close to existing utilities. Many design engineers forget to allow enough space between existing utilities for the shoring box required to install the manhole during construction. Examples of CM Review lists can be provided upon request.

Project Coordination List: Many of the projects that our staff manages are large and complicated projects. At the beginning of each project our staff reviews all the contract documents and identifies the critical tasks and coordination items that need to be tracked throughout construction. Many times, these lists are broken out into different project stages pre-construction, re-occurring items, stage 1, stage 2, etc. Our construction management and inspection personnel track the status of these tasks throughout construction to make sure critical items are not missed. This information is also transferred and used on weekly meeting agendas as discussion items to make sure they will not be overlooked by the contractor. When there are a significant number of utilities involved, we have also found it useful to maintain a Utility Coordination Status List. Examples of Project Coordination and Utility Coordination tracking sheets can be provided upon request.

Project Specific Inspection and Materials Testing Plan: Each project is different, and our staff will review the City's current inspection and materials testing requirements on larger projects and will propose a

project specific plan. This project specific plan will focus testing on the most important infrastructure on the project while minimizing unnecessary materials testing costs. The purpose of this process is to perform the appropriate amount of testing to provide a high level of quality assurance at minimal cost. On many large projects our staff has also developed inspection and materials testing plans for distribution to all parties on the project so everyone has a clear understanding of the requirements. We have found that this helps set the project up for success.

Pre-Construction Meeting: A pre-construction agenda will be developed to address all major project improvements and coordinate all the entities involved. In many instances these meetings include various departments within the City, utility companies, irrigation companies, Caltrans, the materials testing company, and others. At this meeting the project is thoroughly discussed and coordinated between all parties. **We facilitate an open atmosphere type meeting where everyone can feel comfortable bringing up questions and concerns they have about the project for discussion and resolution.**

Schedule Review and Notifications: Our staff will thoroughly review the contractor's schedule and will identify conflicts and deficiencies. On many projects there are material lead time issues or utility company lead time issues that are not identified on the contractor's schedule that can cause significant delays. These issues will be identified and addressed so the project starts off with an accurate schedule. In addition to this our staff will work with the agency to determine which entities need to be notified about major project activities. Special notification procedures may need to be implemented for projects that involve major traffic impacts like partial or complete arterial road closures.

Submittals, RFI's, and Shop Drawings: Our staff typically reviews, responds, and logs all submittals, RFI's and shop drawings for the projects we work on. If there is a significant concern with a material submittal or RFI we may need to solicit input from the design engineer to determine what their original intent was for the project but this probably only happens a time or two throughout each project. In general, our staff provides responses to the contractor within 2-3 working days. When same day responses are needed, we provide these to the contractor whenever possible to keep the project moving forward and maintain the schedule.

Change Orders and Claims: Our staff reviews and recommends revisions, denial, or approval of change orders and claims to the City. Change orders and claims are tracked and logged throughout the project so the City always knows where they stand relative to their overall project budget. The City maintains overall approval authority of the change order. In some circumstances we will also gain concurrence from Caltrans Oversight staff if it is unclear whether a change order will be considered non-participating or participating relative to the Federal funding.

Progress Payments: Our staff will record quantities throughout the project to check the accuracy of the contractor's payment requests. Monthly quantity calculation sheets are maintained in excel as support for progress payment approvals. After a progress payment is deemed correct it is submitted to the agency for processing. It typically takes around 1 week after a contractor submits a progress payment to get it reviewed and revised for processing by the City. This largely depends on how accurate the contractor's first progress payment submittal is.

Pre-Construction Video and Utility Potholing: Staff will make a video of the project before construction activities have commenced to properly document existing conditions. This video is helpful in verifying damage that was caused by the contractor during the project and for mitigating claims from property owners adjacent to the project.

We also strongly encourage the City to add specific requirements in their bid documents that requires the contractor to perform utility potholing prior to starting any construction activities. The contractor should be responsible for bringing any existing and proposed infrastructure conflicts to the attention of the City prior to construction. **This gives the City the ability and time to make modifications and coordinate with utility companies for relocation before the main portion of construction commences.**

Weekly Progress Meetings: Our staff will hold weekly meetings with the general contractor and City staff to review schedule, safety, current project issues, change orders, budget and other project related items. On some smaller projects these meetings can be eliminated as determined by the City. These meetings are used primarily as a way to keep the City up to date on the status of the project and to identify tasks that need to be completed by each party to keep the project on schedule. We typically put together the Weekly Meeting agenda the day before the meeting and distribute to all parties. After the meeting we typically distribute Meeting Minutes within 24 hours. Examples of agendas and minutes can be provided upon request.

On-site Inspections & Testing: 4Creeks construction management staff will provide proper guidance to inspectors throughout the project and will be present during critical stages of construction. Site inspectors will perform daily reports and record keeping activities as required by the City and LAPM. Mr. Chris Crawford was responsible for developing the Construction Management and Inspection Program for the City of Visalia when he was the Construction Management Supervisor. This program was developed specifically for local agency projects to keep projects on schedule, on budget, and make sure contractors were producing the highest quality products for the City. This program has proven to provide successful results over a wide range of projects and different contractors. Our CM-Inspection department has been trained and follows the main tenants of this program. However, we realize that each agency and each project is different and our staff modifies the project approach as needed to meet specific agency project requirements. Inspection document examples can be provided upon request.

Field Changes: Our staff will notify the City of design changes that need to occur in the field. **The great thing about our company is that we have experienced construction and design engineering staff that in many circumstances can propose and implement field changes on the spot to minimize or eliminate unnecessary work stoppages.** This can keep projects on schedule and reduce costly standby change orders. We issue Change Directives to contractors in written format and these are tracked and logged throughout the project. If there is any question as to the original design engineer's intent, we will contact the design engineer to get clarification.

Infrastructure Specific Site Meetings: This is a key component of our CM and Inspection program. Before each major construction activity is started our staff meets with the contractor on site to discuss their means and methods. A good example is that trenching operation means and methods would be discussed before construction starts on a main line sewer or storm drain project. Non-contract compliant means and methods are then pointed out by our staff so the contractor can start operations in accordance with the contract document requirements. Another good example involves accessibility ramps. Just prior to when the subcontractor starts setting up the first ramp our staff will hold a site meeting to make sure the contractor

understands all plan and ADA requirements. After the first ramp is poured it is thoroughly checked to make sure it is in compliance. Any issues are pointed out in the beginning so the contractor can make sure future ramp pours meet contract requirements.

Our staff has found that this is one of the most critical parts of keeping a construction project on track. This helps the contractors install improvements correctly the first time minimizing costly removals and replacements. We have found that being pro-active and setting the contractor up for success creates a strong working relationship that helps the contractor succeed on the project while keeping the project on schedule and on budget for the City.

Contract Administration & Project Closeout: Our field and office staff collaborate to maintain a thorough set of construction record keeping documents. This can range from daily reports, to weekly statement of working days, change order documentation, RFI logs, Submittal Logs, progress payments, schedule changes, and many others. Throughout the duration of the project 4Creeks promptly processes change orders and progress payments. The overall budget of a project is critical and our staff monitors both the budget and schedule throughout the duration of construction. Any noticeable issues will be brought to the attention of the City immediately.

Contract administration documents are also project specific and can be critical with grant funded projects and within areas like Caltrans right of way. 4Creeks is intimately familiar with the Caltrans Local Agency Procedure Manual, Labor Compliance, DBE monitoring requirements along with many other grant funding requirements. Our staff will work with the agency at the beginning of the project to make sure the proper paperwork is being maintained throughout the project to satisfy auditing requirements.

At the end of the project our staff will complete a thorough inspection of all infrastructure improvements with the contractor. City departments will be invited to participate and provide comments. A final punchlist will be developed for City review and then distributed to the contractor. After all punchlist items are completed and paperwork documentation is received from the contractor our staff will recommend that the City file a Notice of Completion on the project. Copies of all construction files will then be provided to the City for record keeping purposes.

TASK 2: CONSTRUCTION SURVEYING

Central Valley Engineering and surveying will provide construction staking services for this project consisting of pavement reconstruction, ADA Ramps, and curb returns/approaches. CVEAS will prepare calculation points for field survey crews and will provide cut sheets to the RE on a daily basis. Resetting survey monuments and ties is being provided. The following is their general scope of work for the project:

1. Site Control – Check and recon existing control and set intermediate project control marks for conform areas for horizontal and vertical continuity to construction drawings. Locate existing centerline monuments for the purposes of monument preservation.
2. Rough Grade Staking
 - Stake Demo Limits
 - Rough grade, curb and gutter, sidewalks, driveways, ADA ramps
3. Fine Grade Staking – Stake curb/gutter, sidewalks, driveways, ADA ramps, etc.

4. Re-setting Survey Monuments (1 assumed)

- Ties existing survey monuments and file corner record with Tulare County (prior to construction)
- Set four 5' ties for each proposed monument per specs and contractor shall install monuments.
- Stamp surveyor's license number on each monument
- Prepare Record of Survey and file with Tulare County

We assume that 5 trips will be needed to complete the work for this project. Any additional items requested not specifically mentioned above will be billed as "extra" on a Time and Materials basis.

TASK 3: LABOR COMPLIANCE MONITORING

The Scherer Group LLC is a woman-owned firm specializing in labor compliance monitoring and they will be performing the services for this task. The following is a list of tasks that will be performed to provide compliance with State and Federal Labor Standards Monitoring:

- Obtain applicable wage decision as required
- Review contracts, general conditions, and bid advertisement language for compliance with all prevailing wage requirements. (upon request)
- Provide all required labor standards documents and links
- Provide prevailing wage training at pre-construction conference meetings in person, or via webinar
- Provide on-going guidance to Prime throughout the life of the project
- Collect and monitor weekly certified payroll reports supplied by prime contractor
- Assure the proper documentation has been submitted for apprenticeship utilization
- Monitor journeyman to apprentice ratios are correct for each contractor working on site
- Verify monthly training fund contributions have been paid
- Prepare & provide to the owner a monthly Project Overview Report detailing project activities and current compliance status for each contractor, subcontractor & sub-tier working on site
- Prepare & provide to the Prime Contractor (TBD) a weekly Project Overview Report detailing project activities and current compliance status for each subcontractor & Sub-tier working on site
- Prepare & provide to the Prime Contractor (TBD) an individualized and detailed compliance log specific to each subcontractors' compliance status and performance
- Monitor SB854 requirements
- Verify DIR registration is current for all contractors and subcontractors working on site
- Monitor HUD Section 3 Requirements (If applicable)

Monitor all State, Federal, and Local requirements

Verify no contractor or subcontractor has been debarred

Evaluate potential violations and provide guidance to reestablish a positive compliance status.

Verify restitution is paid and amended certified payrolls have been submitted along with all other supporting documentation as per federal and state requirements.

Coordinate resolution of wage restitution (if any)

Prepare restitution reports (if required)

audits of certified payroll, including reviews of proper work classification, overtime, shift, holiday and special paid work categories and compliance with apprenticeship standards.

Verify posting of required job site notices

Maintain an accurate and complete set of files to be submitted at job completion

Collect and monitor weekly sign-in sheets of subcontractors working on the job site

Prepare project completion report & other reports as required by funding source
(to be provided prior to execution of contract)

Provide representation for all project activities during DIR Audits

Employee interviews will be provided by 4Creeks.

TASK 4: MATERIALS TESTING

Krazan & Associates will be providing the QAP AT material testing services for this project. Krazan & Associates, Inc. has registered geotechnical and civil engineers and a dedicated team of ICC, AWS, ACI, and Caltrans certified special inspectors and technicians able to respond in a timely manner to the project. Their laboratory facility is supervised by their engineering staff and maintains current participation in DSA (LEA 066), Caltrans, AMRL and CCRL proficiency sample programs. They receive biennial on-site assessments by AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL), and annual assessments by Caltrans.

Krazan's laboratory and staff meet all the requirements listed in the City's RFP and will provide all the services as listed in the RFP. Listed below is the scope of work that is proposed for this project. The fee schedule has been provided in separate envelope and has a complete list of the testing proposed for the project that will be in accordance with current City Standards and Policies.

Testing & Inspection

Compaction Testing – Flatwork Subgrade Soil 5 trips

Compaction Testing – Roadway Subgrade Soil 4 trips

Compaction Testing – Roadway Aggregate Base 3 trips

Compaction Testing and Coring – Asphalt Concrete 5 trips

Sample Pickup – 6 trips

Testing and inspection also includes report preparation, project management, and review by a licensed Civil Engineer.

Laboratory Testing

Asphalt

Binder Content (1 per 750 tons/day) – 10 tests

Maximum Theoretical Density (Rice) (1 per 750 tons/day) – 10 tests

Gradation (1 per 750 tons/day) – 10 tests

Sand Equivalent (1 per 750 tons/day) – 10 tests

Percent Crushed Particles (Coarse) – 10 tests

Percent Crushed Particles (Fine) – 10 tests

LA Rattler – 10 tests

Core Densities (1 per 250 tons) – 29 tests

Subgrade Soil

Soil Maximum Density Proctor (per material) – 8 tests

Aggregate Base

Soil Maximum Density Proctor (per material) – 2 tests

RMA Geoscience will be performing the QAP IAP material testing services for this project. Their work will coincide with the work being performed by Krazan. RMA GeoScience has grown to employ nearly 50 of the brightest engineers, geologists, inspectors, and technicians statewide. They have professional offices and laboratory facilities strategically located within California's thriving economic centers in Fresno, Sun Valley, Upland, and Visalia. They also maintain the most comprehensive laboratory resources available in California, ensuring your projects will receive accurate, reliable test results within hours rather than days. Their special inspectors and field technicians are assigned to projects that reflect their credentials and capabilities so that each job is tailored specifically to your needs and goals. Their laboratory managers and technicians are cross-trained and hold multiple certifications including DSA, OSHPD, ICC, ACI, AWS, ASNT, and Caltrans, allowing us to provide our services very efficiently, minimizing the overall cost of inspection and testing programs.

RMA GeoScience has recently served as the QAP materials testing and special inspections lab on numerous road construction projects. Their proprietary Testing and Inspection Management (TIM)™ application provide agencies with robust digital reports that included pictures taken on the project site. These reports aid in their communication with the project team as well as proper documentation of the projects day-to-day activities.

RFP Clarifications and Exceptions

We will perform all the services listed in Section II. Scope of Services, Part A. Consultant's Responsibilities of the City's RFP except where modifications are noted in this section.

1. RFP Page 8, Item 17 Site Safety – We have seen this statement in many RFP's. According to the construction contract the general contractor is responsible for overall project safety and compliance on the site not the CM/RE. Our staff inspectors perform inspections for worker, public, and traffic safety and make recommendations and issue corrections to the contractor but overall site safety remains the responsibility of the contractor.
2. RFP Page 9 Item 24, Caltrans Project History File – This is a Federally funded project and it is required to follow the requirements of the LAPM. Our understanding is that all records, files, and closeout packages will be maintained per the LAPM requirements. A Caltrans Project History File is something entirely different and, in our experience, this is only typically done on the state highway system where something like over \$1 million of improvements occur in the state right of way. This is a 63-folder file format with something like 1-20 folders inside each of those that is applicable to large scale Caltrans projects.
3. QAP Asphalt Binder Oil Testing – There are a number of asphalt oil lab tests mentioned to be performed in the City's QAP manual. These are not typically done on local agency projects of this size and they require a specialty lab so we have assumed that these will not be needed for this project.

W. Walnut Street Reconstruction and Safe Route to Schools Project CM-Inspection Services, RFP 20-02 Fee Estimate

Fee Breakdown
C. Crawford & M. Ainley

Classification	Project Technician IV	Associate Engineer	Construction Inspector (Non-prevailing wage)	Construction Inspector (Prevailing Wage)	Construction Manager III	Sr. Construction Manager	Principal Engineer	Subconsultant	Reimbursable Expenses
Direct Labor Rate	\$29.00	\$30.00	\$38.46	\$70.82	\$38.46	\$72.12	\$82.90		
Overhead (Safe Harbor) - 110%	\$31.90	\$33.00	\$42.31	\$77.90	\$42.31	\$79.33	\$88.75		
Fixed Fee Profit - 10%	\$6.09	\$6.30	\$8.08	\$14.87	\$8.08	\$15.15	\$13.13		
Hourly Rate	\$66.99	\$69.30	\$88.84	\$163.59	\$88.84	\$166.60	\$144.38	1.00	Fee Varies
TOTAL									

Construction Contract is 120 calendar days so we are assuming 90 working days will be needed for this fee estimate.

Task 1 - Construction Management & Inspection, Construction through Project Closeout I&M

Pre-Construction Tasks: Quality Control review of Docs, Pre-con Meeting, Schedule Review, Record Keeping Setup, etc. Utility Coordination	20	5	20	8	3	5	82.90	Subconsultant	Reimbursable Expenses
Daily Construction Inspection: Assumes 4.0 hours per day on average for inspections and paperwork. Some days will be less and some days will require full time inspection such as asphalt paving days. Assume 35% of the work will be prevailing wage. Inspector will perform daily inspections and reports, track working days, perform employee interviews, and review change orders and progress payments.	2			8		3	\$82.90		
General Const. Mgmt. & Project Coordination	234		126	45	15	2	\$88.75		
Maintain Submittal RFI, & Change Order Logs		6		18	2		\$13.13		
Schedule, Submittal and RFI Review				50	10		\$144.38		
Weekly meetings				45	4		\$166.60		
Site Meetings with CM, Inspector & Contractor				14	2		\$144.38		
Process all Contractor invoices and change orders				60	8		\$166.60		
Track Materials Testing and Special Inspections				8			\$13.13		
Post-Construction Tasks: Project Punchlist & Closeout Items.									
Permitting									
Admin Management Time	12			25		10	\$144.38		
Mileage & Material costs									\$1,800.00
TOTAL									\$65,809.90

Task 2 - Construction Surveying I&M

Construction Surveying by Central Valley Engineering and Surveying. This fee assumes that 5 field trips will be required to the project site.	11,480	\$11,480.00	\$11,480.00	\$11,480.00	\$11,480.00	\$11,480.00	\$11,480.00	\$11,480.00	\$11,480.00
Survey Monument Replacement Task (1 monument)									\$3,500.00

Task 3 - Labor Compliance I&M

Labor Compliance by the Scherer Group	\$10,200	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00	\$10,200.00
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Task 4 - Materials Testing I&M

Materials Testing performed by Krazen and Associates	\$27,020	\$27,020.00	\$27,020.00	\$27,020.00	\$27,020.00	\$27,020.00	\$27,020.00	\$27,020.00	\$27,020.00
IAP Testing performed by RMA Geosciences									\$5,135.00
TOTAL									\$32,155.00

W. Walnut Street Reconstruction and Safe Route to Schools Project CM-Inspection Services, RFP 20-02 Fee Estimate

Fee Breakdown
C. Crawford & M. Ainley

Classification	Project Technician IV	Associate Engineer	Construction Inspector (Non-prevailing wage)	Construction Inspector (Prevailing Wage)	Construction Manager III	Sr. Construction Manager	Principal Engineer	Subconsultant	Reimbursable Expenses
Direct Labor Rate	\$29.00	\$30.00	\$38.46	\$70.82	\$38.46	\$72.12	\$82.50		
Overhead (Safe Harbor) - 110%	\$31.90	\$33.00	\$42.31	\$77.90	\$42.31	\$79.33	\$68.75		
Fixed Fee Profit - 10%	\$6.09	\$6.30	\$8.08	\$14.87	\$8.08	\$15.15	\$13.13		
Hourly Rate	\$66.99	\$69.30	\$88.84	\$163.59	\$88.84	\$166.60	\$144.38	1.00	Fee Varies
TOTAL:	12	6	301	126	293	59	4	\$57,335	\$1,800
									\$144,144.90

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant 4Creeks, Inc.

Project No. STPL-5368(015) Contract No. _____ Date 05/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer V	Matt Ainley	4.00	\$ 62.50	\$ 250.00
Engineer V	Chris Crawford	59.00	\$ 72.12	\$ 4,255.02
Engineer IV	Kyle McDonald			\$ 0.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 4,505.02
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 4,505.02

INDIRECT COSTS

d) Fringe Benefits (Rate: 110.00) e) Total Fringe Benefits [(c) x (d)] \$ 4,955.52
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 4,955.52

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]** \$ 946.05

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	3000		\$ 0.58	\$ 1,740.00
Equipment Rental and Supplies	600		\$ 0.10	\$ 60.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
l) TOTAL OTHER DIRECT COSTS				<u>\$ 1,800.00</u>

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____ \$ 0.00
 Subconsultant 2: _____ \$ 0.00
 Subconsultant 3: _____ \$ 0.00
 Subconsultant 4: _____ \$ 0.00
m) TOTAL SUBCONSULTANTS' COSTS \$ 0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 1,800.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 12,206.60

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant 4Creeks, Inc.

Project No. STPL-5368(015) Contract No. _____ Date 05/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Associate Engineer	Kevin Clow	6.00	\$ 30.00	\$ 180.00
Construction Insp.III	Ian Williams	301.00	\$ 38.46	\$ 11,576.16
Construction Manager	Ian Williams	293.00	\$ 38.46	\$ 11,268.49
Project Tech IV	Swannie Gist	12.00	\$ 29.00	\$ 348.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 23,372.65
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 23,372.65

INDIRECT COSTS

d) Fringe Benefits (Rate: 110.00) e) Total Fringe Benefits [(c) x (d)] \$ 25,709.91
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 25,709.91

FIXED FEE k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]** \$ 4,908.26

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	0	\$ 0.58	\$ 0.00
Equipment Rental and Supplies	0	0	\$ 0.10	\$ 0.00
Permit Fees	0	0	\$ 0.00	\$ 0.00
Plan Sheets	0	0	\$ 0.00	\$ 0.00
Test	0	0	\$ 0.00	\$ 0.00

l) TOTAL OTHER DIRECT COSTS _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Krazan & Associates, LLC \$ 27,020.00
 Subconsultant 2: The Scherer Group, LLC \$ 10,200.00
 Subconsultant 3: Central Valley Engineering and Surveying \$ 14,980.00
 Subconsultant 4: RMA Geoscience \$ 5,135.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 57,335.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 57,335.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 111,325.81

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant 4Creeks, Inc.

Project No. STPL-5368(015) Contract No. _____ Date 05/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PW -Construction Insp	Ian Williams	126.00	\$ 70.82	\$ 8,923.19
PW -Construction Insp	Clay Garland		\$ 70.73	\$ 0.00
PW -Construction Insp	Norm Goldstrom		\$ 78.16	\$ 0.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 8,923.19

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 8,923.19

INDIRECT COSTS

d) Fringe Benefits (Rate: 110.00) e) Total Fringe Benefits [(c) x (d)] \$ 9,815.51

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 9,815.51

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]** \$ 1,873.87

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	0	\$ 0.00	\$ 0.00
Equipment Rental and Supplies	0	0	\$ 0.00	\$ 0.00
Permit Fees	0	0	\$ 0.00	\$ 0.00
Plan Sheets	0	0	\$ 0.00	\$ 0.00
Test	0	0	\$ 0.00	\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 20,612.58

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Matt Arinley Title: Principle Engineer
 Signature: [Handwritten Signature] Date of Certification (mm/dd/yyyy): 05-12-20
 Email: MattA@4-creeks.com Phone Number: 559-802-3052
 Address: 324 S. Santa Fe St. Suite A, Visalia CA 93292

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. Title 23 United States Code Section 112 - Letting of Contracts
- 10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Matt Arney Title*: Principle Engineer
 Signature: [Handwritten Signature] Date of Certification (mm/dd/yyyy): 05-12-20
 Email: matta@4-creeks.com Phone Number: 559-802-3052
 Address: 324 S. Santa Fe St. Suite A Visalia CA 93292

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Farmersville 2. Contract DBE Goal: 9%
 3. Project Description: City of Farmersville W. Walnut Avenue
 4. Project Location: Farmersville, CA
 5. Consultant's Name: 4Creeks, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
construction staking, surveying services	2015831	Peter Pao Moua - 559-891-8815	9%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	9 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ 13. Date <u>05/13/2020</u> Danielle Avila _____ 15. Phone <u>559-802-3052</u> 14. Preparer's Name _____ Chief Executive Officer 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

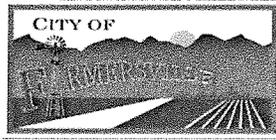
EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Farmersville 2. Contract DBE Goal: 9%
 3. Project Description: City of Farmersville W. Walnut Avenue CM Construction
 4. Project Location: Farmersville, CA
 5. Consultant's Name: 4Creeks, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$144,144.90
 8. Total Dollar Amount for **ALL** Subconsultants: \$57,335 9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
construction staking, surveying services	2015831	Peter Pao Moua - 559-891-8815	\$14,980
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		14. TOTAL CLAIMED DBE PARTICIPATION	\$14,980
			9.6%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>05/13/2020</u> Danielle Avile 559-802-3052 17. Preparer's Name _____ 18. Phone _____ Chief Executive Officer 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



City Council

Staff Report 7D

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Contract with Sierra Designs, Inc. for design services for the Community Park Phase III – Sequoia Gateway Area Project in the amount of \$307,570.00

RECOMMENDED ACTION:

It is recommended that the City Council approve contract with Sierra Designs, Inc. for design services for the Community Park Phase III – The Sequoia Gateway Area Project in the amount of \$307,570.00.

BACKGROUND and DISCUSSION:

The City was awarded a Cultural, Community and Natural Resources grant for Phase III of the sports park, referred to as the Sequoia Gateway Project, in January 2020 in the amount of \$1,928,846. On April 27, 2020, the City Council authorized staff to request proposals for the design services phase of the project.

Requests for Proposals were received from two companies (Sierra Designs, Inc. and SurfaceDesign, Inc.) on June 3, 2020 and subsequently evaluated. Based on their scores, the City Manager determined Sierra Designs, Inc. to be the most qualified for this project. Once determined to be the most qualified, the City Manager reviewed Sierra Designs, Inc. estimated fees and began negotiations. An agreement was reached, and the attached contract is recommended for approval by the City Council.

Sierra Designs, Inc. will provide architectural, landscaping, and engineering design services to prepare construction documents for the project which includes an amphitheater with terraced seating, picnic shelters, a playground, exercise equipment, and an outdoor education pavilion on 0.5-acres of the community park site. Plans will be developed over the next several months with construction documents prepared for bidding by Spring 2021. The agreement for design services with Sierra Design is at a fixed fee in the amount of \$307,570.

FISCAL IMPACT:

The grant allotted \$348,000 for Planning, Design, and Permitting, so the balance from the contract can be used as contingency if needed.

ATTACHMENT(S):

Agreement

**AGREEMENT FOR DESIGN SERVICES BETWEEN
THE CITY OF FARMERSVILLE AND SIERRA DESIGNS, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Farmersville ("City") and Sierra Designs, Inc. ("Consultant") (together referred to as the "Parties") as of the _____ day of _____, 2020 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide design services attached as Exhibit "A", and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall prevail.

- 1.1. **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until March 1, 2022, unless otherwise terminated as provided in this Agreement. Consultant shall complete the work described in Exhibit "A", unless the term of the Agreement is otherwise terminated, as provided for in Section 7.
- 1.2. **Standard of Care.** Consultant shall perform all services required pursuant to this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 1.3. **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant \$307,570.00, as described in Exhibit "B", notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit "A", regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for

services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

- 2.1. **Invoices.** Consultant shall submit invoices, at least monthly during the term of this Agreement, based on the fee for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
 - 2.1.1. The beginning and ending dates of the billing period.
 - 2.1.2. A Task Summary containing the original contract amount, the number of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion (a fixed fee proposal).
 - 2.1.3. Any other information required by the grant administrator that is funding the project.
- 2.2. **Monthly Payment.** Consultant shall submit invoices, based on services satisfactorily performed, and for authorized reimbursable costs incurred. Upon receipt of such invoice, the City shall have fifteen (15) calendar days to review the invoice and to notify Consultant of any discrepancies that the City believes may exist in said invoice. City shall have 30 days from the receipt of an invoice that complies with all the requirements above to pay Consultant.
- 2.3. **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit "B".
- 2.4. **Reimbursable Expenses.** Reimbursable expenses shall be billed per the fee for service described in Exhibit "B".
- 2.5. **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6. **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 7, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.7. **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work

hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

3.1. Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident.

3.2. Commercial General and Automobile Liability Insurance.

3.2.1. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.2. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

3.2.3. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. City, its officers, officials, and employees, are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the City per standard ISO ACORD form wording.

3.3. Professional Liability Insurance.

3.3.1. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 per claim and \$4,000,000 aggregate covering the licensed professionals' errors and omissions.

3.3.2. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least two years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of two years after completion of work under this Agreement.

3.4. All Policies Requirements.

3.4.1. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.4.2. Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance evidencing required policies delivered to Consultant by the insurer, including complete copies of all

endorsements attached to those certificates. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them.

3.4.3. Waiver of Subrogation. With respect to Commercial General and Auto Liability insurance coverage only, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

3.4.4. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, and hold harmless City and its officers, officials, employees, and authorized agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent caused by Consultant's negligent acts, errors, omissions or willful misconduct in its performance of the Services, except such Liability caused by the negligence or willful misconduct of City.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

Section 5. STATUS OF CONSULTANT.

5.1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 5.2. **Consultant not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 6. LEGAL REQUIREMENTS.

- 6.1. **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2. **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 6.3. **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 6.4. **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 6.5. **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby. Consultant shall include the provisions of this Subsection in any subcontract required in the performance of this agreement.

Section 7. TERMINATION AND MODIFICATION.

- 7.1. **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination.

- 7.2. **Amendments.** The parties may amend this Agreement only in writing and signed by all the parties.
- 7.3. **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.
- 7.4. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

Section 8. KEEPING AND STATUS OF RECORDS.

- 8.1. **Records Created as Part of Consultant's Performance.** The work and all records relating to it, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents developed by Consultant during the period of performance of this agreement is work product and shall be deemed to be the property of Consultant and City for their individual or joint use. A copy of such information will be provided to the City as requested by the City. Any reuse by City without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.
- 8.2. **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 8.3. **Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state

courts of California in the County of Tulare or in the United States District Court for the Eastern District of California.

- 9.2. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.3. **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.4. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 9.5. **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 9.6. **Project Representation.** Consultant and City shall each designate in writing within ten (10) days from the date of execution of this agreement a representative who shall be responsible for coordinating the efforts of their respective party with regard to the performance of the work as set forth under this Agreement. Representation may be changed upon the mutual agreement of the City and Consultant.
- 9.7. **Responsibilities of City.** The City shall:
 - 9.7.1. Provide full information as to requirements for work performed under this Agreement.
 - 9.7.2. Assist Consultant by placing at his disposal available information pertinent to the work performed including previous reports and other data, all of which Consultant may rely upon in performing the services agreed upon.
 - 9.7.3. Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services.
 - 9.7.4. Except when determined not to be in the City's best interest, utilize the services of the Consultant for all those professional services described in Exhibit "A" hereto.

9.8. **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9. **Notices.** Any written notice to Consultant shall be sent to:

Kay Hutmacher, ASLA
Sierra Designs, Inc.
113 N. Church Street, Suite 310
Visalia, CA 93291

Any written notice to City shall be sent to:

City Clerk
City of Farmersville
909 W. Visalia Road
Farmersville, CA 93223

9.10. **Integration.** This Agreement, including the scope of work and fee for service attached hereto and incorporated herein as Exhibits "A" and "B" represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit "A" Scope of Work
Exhibit "B" Fee for Service

9.11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

City of Farmersville

Sierra Designs, Inc.

BY: Jennifer Gomez

BY: _____

TITLE: City Manager

TITLE: _____

4. Scope of Work

The Sierra Designs team has a clear advantage on this project because we were intimately involved with the inspiration, design and budgeting of the successful grant that will be funding this work. We know and have a great relationship with the City, the grant writing team and the City's consultants. But that said, we do not take the assignment of creating the Sequoia Gateway Park's plans as a routine next step in the development of the Farmersville Community Park. We will tackle this new phase with the vigor and creative energy it deserves. We will capitalize on our project insight, as well as our creative, technical and management skills, to efficiently move the project along on an aggressive timeline, using the creative energy of our team to forge the best possible project for the City.

We envision our scope and flow of work to follow this path:

PHASE 1

1. Project Inception:

1. Kick-off meeting with City and appropriate stakeholders
2. Onboard our consultants and kick off meeting
3. Immediately schedule Geotechnical and Survey services

Deliverables: Meeting minutes from City Kick-off meeting and Project Schedule

2. Review Schematic Design and Develop Final Master Plan:

We obviously like the existing Schematic Design. However, this is the ideal time to revisit the design and add the creative energy of our team to look for new ideas that would make the spaces as lively, functional, maintenance-friendly and cost effective as possible

For example, some of these ideas have popped up during our early discussions of this work:

- What advantages could we create by combining the schoolhouse and the amphitheater? Could we be more efficient in providing enhancements for a variety of activities? How would this work for a teaching presentation or for a civic event? How about the creation of shade, are there creative opportunities in that regard?
- What "Sequoia Gateway" themes can we explore and use to visually connect the playground and the amphitheater and picnic areas? How will these new projects intertwine into the elements of the existing park, and how will they support the future phase?
- What other materials can we use to enhance the original, or revised, design? How about strawbale or rammed earth construction?
- What is the best way to integrate solar for schoolhouse lighting and the weather station into the architecture or shade structures? What is the best way to position this piece of the overall park design so that it can take advantage of future electrical and water service? Can this project be the catalyst for other community improvements such as expanded internet service?

We feel it is important at this time to also prepare a Schematic-level cost estimate to allow the City to review how the facilities and improvements we are proposing will fit into the grant budget, and to

provide an opportunity for the City and design team to make decisions regarding quantities and quality of materials and furnishings. We will prepare pricing coupled to alternatives to the grant application design as we consider changes with City staff.

During this phase we will

1. Review the existing Schematic Design and investigate upgrades, improvements and the incorporation of new "Bright Ideas".
2. Prepare sketches of alternatives to the grant application plan for discussion with the City and any interested stakeholders.
3. Prepare Schematic-level pricing to help inform decisions made now for incorporation into the final layout.
4. Begin soliciting proposals from playground equipment vendors for both playground features and adult exercise equipment
5. Begin sketches for the schoolhouse and propose the appropriate materials, equipment and "furnishings" for it.
6. Gather cut sheets for LED lighting, off the shelf site furnishings, shelters and other products for review.
7. Meet with FUSD teachers or administrators to seek their ideas regarding the use and usefulness of the facilities proposed.
8. Develop a final Master Plan that includes the results of design charrettes and meetings with the City and finalizes the layout of the Sequoia Gateway.
9. We will present the Master Plan to the City Council, answer any questions and request a Notice to Proceed with the Construction Documents.

Deliverables:

- A series of sketches illustrating proposed changes to the original Schematic Plan and new ideas for the location and "look" of the facilities.
- Catalog cut sheets illustrating proposed site improvements
- Several options for playground and exercise equipment with the intention that the City and team would select a vendor and begin working with them for the final playground layout and equipment list.
- A Schematic-level Estimate of Probable Cost
- The Master Plan rendering reflecting the final layout of the site agreed upon by the City and the design team.
- If required, we will coordinate with Jill Mohler and the Granting Agency regarding any deviations from the original grant

Meetings:

- At least two over-the-shoulder meetings with the City and any appropriate stakeholders to review evolving designs with the goal of making decisions regarding the preferences of the City
- One meeting with FUSD teachers and/or administrators to solicit ideas to be incorporated into the educational component of the park. Could be combined with City meetings.
- One presentation to the City Council

PHASE TWO

3. Design Development

The Design Development phase (Construction Documents to approximately 35% complete) will allow

the design team to confirm the decisions made during the Schematic Phase and move confidently into the full Construction Document set.

One hallmark of the work by Sierra Designs is that we feel that by the time the Design Development set is complete the design has been thoroughly thought out, is technically feasible and efficient, meets the functional goals of the client and fits the final budget. We have years of successful experience designing, planning, budgeting and building projects, and we realize every line on a drawing has a dollar figure attached to it. We do not postpone making decisions until the plans are far down the road – we identify construction and pricing challenges early, assuring that we can meet deadlines and present the client with an accurate and biddable set of plans. We are quite proud that bids on our plans come in within a few percentage points of our Cost Estimate and the projects are built on budget. We are convinced that this positive outcome starts with a well-thought out and complete Design Development set of plans.

Our Design Development phase will accomplish the following:

1. We will finalize the City's selections for playground equipment, weather-station equipment, site furnishings (picnic tables, benches, shelters, bike racks, drinking fountain), and exercise equipment.
2. We will prepare the backgrounds for ourselves and our consultants based on the updated survey information and the approved Master Plan
3. Lars Andersen will receive the geotechnical report and share with the architect so both can proceed with their work.
4. We will prepare the entire site package and develop the overall set to 35% complete.
5. We will prepare the Table of Contents for the Specifications.
6. We will provide plans to Jill for the Granting Agency if necessary, and coordinate with her regarding any reports that are required

Deliverables:

- A 35% complete set of plans (Design Development) for review by the City including cut sheets for selected equipment and furnishings.
- Specifications Table of Contents

Meetings:

- One formal meeting with the City and stakeholders to deliver and review the Design Development set of plans. If appropriate and necessary we will check in with additional over-the-shoulder meetings to review decisions to be made.

4. 65% Construction Documents

We propose submitting the Construction Documents at 65% for City comments. This review offers the opportunity to review the process of the project and to prepare and review an updated Cost Estimate.

At 65% the City can expect:

1. All plans will be updated to 65% complete or more.
2. The Geotech information will have been incorporated into the civil and structural drawings for walls and footings
3. Detail sheets will be populated and upgraded to 65% complete.

4. We will identify all the required signage for the project and submit proposed wording for interpretive signage and for other acknowledgement sign(s) required for the grant. We will request that the City review and approve the wording of these signs.
5. 65% specifications will be prepared for all parts of the project.
6. The Cost Estimate will be reviewed and updated to reflect the 65% complete plans.

Deliverables:

- A 65% complete set of plans and specifications for City review.
- The updated 65% Cost Estimate

Meetings:

1. One with the City and stakeholders to deliver and review the 65% set of plans.

5. 95% Construction Documents

The 95% Construction Documents will be essentially 100% complete. The only changes anticipated between 95% and the Bid Set of plans will be any comments to be incorporated from the City and any changes suggested and approved from the City's Construction Manager. During this phase we will coordinate with the City and CSET to define and document CSET's piece of the construction and will coordinate with the Grant Writer as necessary to make any revisions that may be required of the plans or to the grant to stay in sync with the grant requirements.

During the preparation of the 95% Construction Documents we will:

1. Incorporate any changes that arose from the review of the 65% set.
2. Coordinate and incorporate all plans, details and specifications from the subconsultant team.
3. Finalize all detail sheets and coordinate with plans and specifications
4. Coordinate with CSET and City to reflect their work on Construction Documents and Bid documents.
5. Provide rigorous in-house Quality Control review
6. Finalize Technical Specifications
7. Review "front-end" specifications which are provided by the City
8. Prepare Bid Form, including any Add Alternates. We will also draft the Bid Descriptions for inclusion into the front-end specs
9. Provide the City with the final Estimate of Probable Cost
10. If requested, meet with the City's Construction Manager to coordinate any construction timing or logistic issues

Deliverables:

- 95% complete Construction Documents, including plans, technical specifications and cost estimate.
- Draft Bid Form and Bid Descriptions.

Required from the City:

- Front-end specifications for Bid Package

Meetings:

- One with the City and stakeholders to deliver and review the 95% set of plans, specifications and Bid Form.

6. 100% Construction Documents / Bid Package

This final package will be the Construction Set for release to bidders. It will include all the information needed to construct the project.

Our services for the 100% Construction Set will include:

1. Incorporate any comments from review of the 95% review set.
2. Combine front-end specifications, Technical Specifications and Bid Form into the Project Manual
3. Package the set for bidding
4. Coordinate with Jill Mohler for submittals to Granting Agency

Deliverables:

- Bid Set plans, specifications and estimate.

Required from City:

- We will package the Project Manual, but the City will provide the documents required to fill it, except for the Technical Specifications which we will do.
- The City will take care of advertising the project.
- The City will be responsible for distribution of the plans and Project Manual to the builder's exchanges and interested bidders.
- The City will do any required duplication of the plans or Project Manual for bidders.

Meetings:

- One with the City and stakeholders to deliver and review the Bid Set and to discuss bidding strategy.

PHASE THREE

7. Bidding and Bid Opening

During bidding we will be the City's assistant in responding to any contractor questions as they arise during the bid period. We will:

1. Respond in writing to any questions during bidding in a very timely manner
2. Attend a Pre-Bid meeting to review plans and specifications with interested bidders.
3. Attend the Bid Opening and assist the City's Construction Manager in opening, verifying and recording the bids. The City's Construction Manager will prepare the spreadsheet comparing bids.
4. We will aid the Construction Manager in any questions of interpretation of the plans and specifications.

Deliverables:

- Responses to Bidder Questions, if any.

Meetings:

- Two – Pre-bid meeting and Bid Opening

8. Bid Award and Kick-off

This work falls primarily to the City, but we will assist as required. If requested, we will also aid the selected contractor to file paperwork for Air Board and SWPPP permits (if needed) by providing copies of plans and diagrams of the project area.

PHASE FOUR

9. Construction Support:

We will assist the City and the Construction Manager during the course of construction in the following ways:

1. We, and our appropriate sub-consultants, will provide Site Observations of work in progress to advise the City's Construction Manager in reviewing work. We will lead or attend the Pre-construction meeting and have budgeted weekly site observations for the duration of construction and at the end of maintenance and end of warranty milestones.
2. We will provide review of contractor submittals.
3. We will assist the City with responses to Requests for Information and will provide review and recommendations on Change Order requests.
4. If requested, we will assist the City in reconciling the Contractor's payment requests with the grant items for reimbursement from the grant to the City
5. We will assist the Grant Writer in preparing reports to the granting agency regarding progress of the project.
6. We will happily attend and participate in the ribbon cutting for the completed project!

5. Schedule of Work

The Sierra Designs team is committed to the milestones established in the grant agreement. To that end we propose a 43 week design phase that leaves a generous eight months for bidding, award and construction ending in January 2022. Our dates below are all Fridays and are designed to be illustrative of the project schedule – at the kickoff meeting we will discuss and finalize the schedule to the satisfaction of both Sierra Designs and the City.

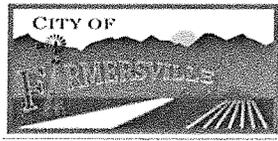
Specifically, our schedule is as follows:

- Contract award: July 1, 2020 (we will have a "soft start" before the contract is signed if not objectionable to the City)
- Project Kick-off, Review and revise Schematic Design, Master Plan
 - 9 weeks with integral City involvement/reviews
 - City Council presentation and Notice to Proceed, August 28, 2020
- Develop Design Development Plans
 - 11 weeks ending November 13, 2020
 - 2 week City review period ending November 27, 2020
- 65% Construction Documents
 - 7 weeks, ending January 8, 2021 (one week holiday)
 - 2 week City review period ending January 22, 2021
- 95% Construction Documents
 - 5 weeks ending February 19, 2021
 - 2 week City review period ending March 5, 2021
- 100% Construction Document/Bid Package

- 5 weeks ending April 9, 2021
 - 1 week of Bid Package Prep
 - 2 week City Review period ending April 30, 2021
- Advertise, Bid and Award Construction
 - 11 weeks, ending July 16, 2021
- Construction
 - 28 weeks, ending January 28, 2022, just over 6 months

EXHIBIT B

Sierra Designs inc										
Fee Proposal - June 3, 2020										
Scope of Work, Tasks	Landscape Architecture			Consultants	Phase Totals					
	Est. Hours (hrs.)	Avg. Rate (\$/hr.)	Cost (\$)			Cost				
Phase 1 – Planning, Project Assessment, Schematics, Master Plan, & Presentations										
Task 1 – In House Kick Off Meeting - Site Assessment - Project Set Up	127	\$96	\$ 12,155							
Task 2 – City Kick Off Meeting, Documentation & In House Wrap Up	51	\$106	\$ 5,405							
Task 3 – Consultant Kick Off	13	\$116	\$ 1,605							
Task 4 – Preliminary Cost Analysis	52	\$76	\$ 3,940							
Task 5 – Schematic Design Refinement & Grant Admin Co-ord	285	\$81	\$ 23,095							
Task 6 – Schematic Design working Migs w/ City Staff (2 x's) Remote	32	\$110	\$ 3,520							
Task 7 - Sub Consultants										
7a - Survey Sub Consultant				\$					4,000	
7b - Civil Utility Survey, H2O service, Elec. Service				\$					5,000	
7c - Architect Sub Consultant	120	\$78	\$ 9,300	\$					5,175	
7d - Geotech Sub Consultant				\$					3,500	
Task 8 – Master Plan based on City - GA Direction & Comments	160	\$70	\$ 12,440							
Task 9 - City Council - Preparation/Presentations	20	\$110	\$ 2,200							
SUBTOTAL FROM ABOVE	850	\$86	\$ 73,560							
ESTIMATED EXPENSES PRINTING, TRAVEL, DELIVERY, ETC. @ 3%			\$ 2,207							
TOTAL, PHASE 1			\$ 75,767	\$	18,385	\$	94,152			
Phase 2 – Design Development & Construction Documents										
DD - CD Plans, Details, Specifications, Cost Estimates										
Task 1 – Project Management	266	\$75	\$19,890							
Task 2 – Design Development & Construction Documents	881	\$85	\$75,115							
Task 3 – Consultants DD, CD's										
3a. Architect	110	\$74	\$8,100	\$					11,500	
3b. Civil				\$					4,500	
3c. Structural				\$					4,500	
3d. Misc - Sub Contingency				\$					3,500	
Task 4 – Permit Set Submittal, Bid Form Assistance, Estimate of Probable Construction Costs	125	\$74	\$9,195							
4a Architect				\$					1,495	
4b Civil				\$					500	
Task 5 – Administration & Documentation	66	\$84	\$5,650							
SUBTOTAL FROM ABOVE	1,438	\$81	\$ 116,980							
ESTIMATED EXPENSES PRINTING, TRAVEL, DELIVERY, ETC. @ 3%			\$ 3,509							
TOTAL, PHASE 2			\$ 120,489	\$	25,995	\$	146,484			
Phase 3 – Bid Documents & Bidding										
Task 1 – Pre Bid Mtg, RFI & Addendum	81	\$92	\$7,460							
1a. Architect				\$					920	
Task 2 Bid Opening mtg. & Bid Analysis	8	\$128	\$1,020							
SUBTOTAL FROM ABOVE	89	\$95	\$8,480							
ESTIMATED EXPENSES PRINTING, TRAVEL, DELIVERY, ETC. @ 3%			\$254							
TOTAL, PHASE 3			\$8,734	\$	920	\$	9,654			
Phase 4 – Construction & Project Completion										
Task 1. Pre Construction Mtg (1) & Submittal Reviews (Original + 1 resubmittal (2) total)	124	\$88	\$10,720	\$					3,450	
1a Site Work Submittal (1)										
1b Pre-Fab Structures Submittal (2)										
1c Concrete Submittal - all (2)										
1d Built Structures Submittals (2)										
1e Lighting Submittals (2)										
1f Site Furnishings Submittals (2)										
1g Signage (2)										
1h Irrigation & Planting (2)										
Task 2. Construction Observations & Reports										
2a. Work Limits & Clear/Grub (1)										
2b Rough Grade (1)										
2c. Staking & Layout (2)										
2d. Piers, Walls, Footings (4)										
2e. Pre-Fab Structures (3)										
2f Built Structures (4)										
2g. Paving - Walks/Peds/Paths (2)										
2h Lights & Site Furnishings (3)										
2i Irrigation (2)										
2j Planting (2)										
2k Punch List, Pre Final, Final (4)										
2l Maintenance & Warranty (3)										
Task 3. RFI, ASI, Change Orders, Review Tests & Record Docs	57	\$87	\$4,955	\$					2,300	
Task 4. Owners Meeting - electronic (10)	76	\$97	\$7,340							
SUBTOTAL FROM ABOVE	493	\$90	\$44,665							
ESTIMATED EXPENSES PRINTING, TRAVEL, DELIVERY, ETC. @ 3%			\$1,334							
TOTAL, PHASE 4			\$45,999	\$	11,500	\$	57,299			
TOTAL OF ALL TASKS ABOVE										
SUBTOTALS FROM ABOVE - Fixed Fee	2,880	\$85	\$243,465							
ESTIMATED EXPENSES PRINTING, TRAVEL, DELIVERY, ETC.			\$7,305							
TOTAL, FIXED-FEE PLUS REIMBURSIBLE EXPENSES - ALL PHASES			\$250,790	\$	56,780	\$	307,570			
Contingency									\$	40,430
The Grant has allotted \$340,000 for Planning, Design and Permitting.										
Sierra Designs believes this amount exceeds the amount needed. By 12% and proposes										
that the balance be set aside as a contingency for unknown expenses.										
Comments: Sub Consultant Expenses are included in their Fee Allotments										



City Council

Staff Report 7E

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Authorization for Request for Proposal to develop the Farmersville Local Roadway Safety Plan

RECOMMENDED ACTION:

It is respectfully recommended that the City Council authorize staff to create and publish a Request for Proposals to develop the Farmersville Local Roadway Safety Plan.

BACKGROUND and DISCUSSION:

The City of Farmersville was awarded a grant by Caltrans in the amount of \$72,000 with an \$8,000 match by the City to develop the Farmersville Local Roadway Safety Plan (LRSP), and the agreement was executed on February 19, 2020. This project requires that a request for proposal be prepared for the award of the contract.

The project will identify, analyze, and prioritize safety improvements on local roadways. The LRSP will serve as a living document that can be updated to reflect changing conditions, needs, and priorities. The overarching goal of the LRSP will be to help the City identify the most critical infrastructure improvements necessary to mitigate transportation safety hazards.

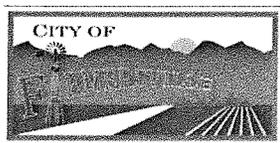
In order to initiate this project, it is necessary that the City create and publish a Request for Proposals in order to select a consultant to conduct the needed architectural, landscaping, and engineering design services.

FISCAL IMPACT:

This project is being funded largely by the grant with \$8,000 in local funds.

CONCLUSION:

It is respectfully recommended that the City Council authorize staff to create and publish a Request for Proposal to develop the Farmersville Local Roadway Safety Plan.



City Council

Staff Report 7F

TO: Honorable Mayor and City Council

FROM: Steve Huntley, Director of Finance & Administration

DATE: June 22, 2020

SUBJECT: Amendment to the Fiscal Year 2019-20 Budget by Resolution 2020-018.

RECOMMENDED ACTION:

Adopt the Budget Amendment for Fiscal Year 2019-20 by Resolution 2020-018.

BACKGROUND:

Each year, the City goes through a budget process that starts in January and ends with adoption of that budget in June for the following year starting in July. Each year a Mid-Year Review takes place in January/February and is typically accompanied by a budget amendment as City staff assesses the progress and changes that have occurred to operations, costs, revenues, and projects since the adoption of the budget in June.

However, it is necessary from time to time to make further adjustments to keep the budget appropriate and accurate. Many times this will be caused by a new project or program being started at some point throughout the year, a change in staffing, other one time expenses that were unanticipated, or an administrative oversight. This budget amendment is late in the Fiscal Year but was deemed necessary to correct a few items that were new since the Mid-Year review or were missed in the original amendment.

The details of the proposed amendment are below:

DISCUSSION:

Unlike years past, the budget adjustments done at this point in the year is not because there are some late changes or unexpected changes related to a project or other operational expense that must be attended to, but rather there is a nation-wide crisis that is directly impacting the revenues of the City.

At this point, we still do not have a specific dollar amount shortfall in the General Fund that is anticipated for the year, but it is likely to occur. This dollar amount is estimated to be as high as \$250,000 but could, and hopefully is, a lower amount than that.

Therefore, it is staff's recommendation to approve resolution 2020-018 to amend the 2019-2020 Budget to allow for a deficit gap-fill transfer up to the lesser of either \$250,000 or the actual shortfall amount in the General Fund from the Cannabis Business Tax revenue.

ATTACHMENT(S): 1

1. Resolution 2020-018 Adoption of Fiscal Year 2019-2020 Budget Amendment.

RESOLUTION 2020-018

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FARMERSVILLE
APPROVING AND ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2019/2020.**

WHEREAS, the adopted budget for FY 2019/2020 was approved by the City Council on June 10, 2019 by Resolution 2019-019; and

WHEREAS, on February 10, 2020 the recommended amended mid-year budget for fiscal year 2019/2020 was presented to the City Council and adopted by Resolution 2020-005; and

WHEREAS, the City Council has considered the recommended amendments to the budget presented in the attached staff report;

NOW, THEREFORE, BE IT RESOLVED, the Farmersville City Council hereby resolves that the FY 2019/2020 Budget amendments, as attached hereto as the supporting staff report, including schedule of changes regarding the revenues and expenditures are hereby approved and adopted effective June 8th, 2020.

The foregoing resolution was adopted upon motion of Council Member _____ and Council Member _____ seconded the motion at a regular meeting of the City Council held on the 22nd day of June, 2020, by the following roll call vote:

AYES: _____

NOES: _____

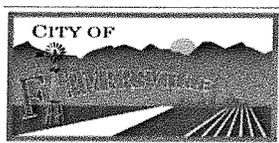
ABSTAIN: _____

ABSENT: _____

Greg Gomez, Mayor

WITNESS my hand and seal this 22nd day of June, 2020.

Rochelle Giovani, City Clerk



City Council

Staff Report 7F

TO: Honorable Mayor and City Council

FROM: Steve Huntley, Director of Finance & Administration

DATE: June 22, 2020

SUBJECT: Amendment to the Fiscal Year 2019-20 Budget by Resolution 2020-018.

RECOMMENDED ACTION:

Adopt the Budget Amendment for Fiscal Year 2019-20 by Resolution 2020-018.

BACKGROUND:

Each year, the City goes through a budget process that starts in January and ends with adoption of that budget in June for the following fiscal year starting in July. Each year a Mid-Year Review takes place in January/February and is typically accompanied by a budget amendment as City staff assesses the progress and changes that have occurred to operations, costs, revenues, and projects since the adoption of the budget in June.

However, it is necessary from time to time to make further adjustments to keep the budget appropriate and accurate. Many times this will be caused by a new project or program being started at some point throughout the year, a change in staffing, other one time expenses that were unanticipated, or an administrative oversight. This budget amendment is late in the Fiscal Year but was deemed necessary to correct a few items that were new since the Mid-Year review or were missed in the original amendment.

The details of the proposed amendment are below:

DISCUSSION:

The primary reason for this budget amendment is to incorporate changes that were already approved by City Council and to shift expenditures between different accounting

lines. The overall changes are quite small but are appropriate given the Council action and the amount of change needed.

On March 23, 2020 the City Council of Farmersville approved an agreement for a grant of funds with Farmersville Unified School District in the amount of \$17,500.00 for a 2020 Community Swim Program. This grant was to be funded with Cannabis business tax proceeds. This charge is assessed to the General Fund from the Community Development Department. Therefore an additional transfer of \$17,500.00 from the Cannabis Business Tax fund to the General Fund is needed to offset this expense in the General Fund.

Fund	Account	Description	Amount
General Fund	01-400-000-9000	Transfer In	\$17,500.00
Cannabis Business Tax Fund	104-400-000-9001	Transfer Out	\$17,500.00

In addition to this small change, staff anticipates that there could be a decrease in revenue at the end of this year due to economic impacts relative to the COVID-19 pandemic. However, there is no need to change revenue expectations in the budget at this time for two reasons:

First, the City had started the year extremely well with sales and use tax receipts as well as property tax and other revenue items. This may be enough to allow the City to cover expenses for the period despite the downturn in revenue at the end of this year.

Second, transferring the funds to cover the shortage would make the budget appear better, but it would be paid from the same source (fund balance) and skew the budget to meet the low numbers, not reflect what was actually needed for the period. So, to be more clear, if the revenue comes in under expectations, the fund balance is there to cover it but an adjustment to the budget is not needed for the fund balance to cover this expenses – that will happen regardless at this point.

Therefore, it is staff's recommendation to approve resolution 2020-018 to amend the 2019-2020 Budget to for the minor changes listed in the table above.

ATTACHMENT(S): 1

1. Resolution 2020-018 Adoption of Fiscal Year 2019-2020 Budget Amendment.

RESOLUTION 2020-018

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FARMERSVILLE
APPROVING AND ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2019/2020.**

WHEREAS, the adopted budget for FY 2019/2020 was approved by the City Council on June 10, 2019 by Resolution 2019-019; and

WHEREAS, on February 10, 2020 the recommended amended mid-year budget for fiscal year 2019/2020 was presented to the City Council and adopted by Resolution 2020-005; and

WHEREAS, the City Council has considered the recommended amendment to the budget presented in the attached staff report;

NOW, THEREFORE, BE IT RESOLVED, the Farmersville City Council hereby resolves that the FY 2019/2020 Budget amendments, as attached hereto as the supporting staff report, regarding the revenues and expenditures are hereby approved and adopted effective June 22nd, 2020.

The foregoing resolution was adopted upon motion of Council Member _____ and Council Member _____ seconded the motion at a regular meeting of the City Council held on the 22nd day of June, 2020, by the following roll call vote:

AYES: _____

NOES: _____

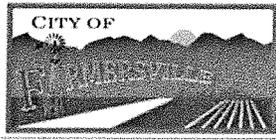
ABSTAIN: _____

ABSENT: _____

Greg Gomez, Mayor

WITNESS my hand and seal this 22nd day of June, 2020.

Rochelle Giovani, City Clerk



City Council

Staff Report 7G

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Deep Creek Restoration Project Request to Appropriate Funds in the amount of \$53,876.87 to QK, Inc.

RECOMMENDED ACTION

It is respectfully recommended that the City Council approve a contract extension and appropriating available funds from the Department of Water Resources (DWR) grant for the Deep Creek Restoration Plan Project (Project). The grant funds are identified and are remaining within Task 2 which includes the Design, CEQA, Permitting and Bidding of the existing grant.

BACKGROUND

The City of Farmersville and QK entered into an agreement on August 1, 2017 for the Project, including outreach, environmental report, and permitting approvals to design, bid and construct project improvements within Deep Creek located between North Hester Avenue and Ash Street. Due to the complexity of the Section 404 permit required by the Clean Water Act and authorized by the Army Corps of Engineers (ACOE), the Project required additional alternative analysis, a mitigation plan with avoidance justification, and an extension of the grant by DWR. DWR has granted an extension through June 2021 and the final required permits were issued on June 12, 2020.

DISCUSSION

The Design and CEQA activities for the Project were previously completed. Based on the final permit issuance, QK will incorporate required changes to the final construction documents for bidding. QK will assist Farmersville in re-bidding the Project with an emphasis on informing construction bidders of mitigation requirements as outlined in the construction documents and associated permits. Construction is estimated to take two months, beginning mid-October with substantial completion in December 2020. The planned construction period is in coordination with the People's Ditch with construction to occur during their typical dry channel period.

FISCAL IMPACT

The request for \$53,876.87 is within the existing DWR grant award and is the amount remaining within Task 2 of the grant identifying the Design, CEQA, Permitting, and Bidding activities. There is no impact to the General Fund.

CONCLUSION

It is respectfully recommended that the City Council extend the contract with QK consistent with the DWR grant extension through June 2021 and appropriate \$53,876.87 for the additional services that were required to complete the design and permitting and re-bid the Project.

Attachment(s):

Task Order

Schedule

**CITY OF FARMERSVILLE
 WORK AUTHORIZATION AND TASK ORDER
 ON-CALL ENGINEERING SERVICES
 Job No. 170254**

Project #: 170254	Phase/Task #: 3.4, 4.3, and 6.2
Project Title: Deep Creek Restoration Project –Construction Document Revisions, Additional Permitting, and Re-Bidding Services	
Project Description: Perform project work including outreach, environmental report, and permitting approvals to design, bid and construct project improvements within Deep Creek located between North Hester Avenue and Ash Street for the Deep Creek Restoration Project.	
Scope of Work: Performed additional permitting work as required for 404 Permit for the Clean Water Act and by the Army Corps of Engineers. The additional work required an alternative analysis and a mitigation plan to obtain the permit approval. Final construction document adjustments and Project re-bidding services will be completed along with engineering support during construction. <ul style="list-style-type: none"> • Phase 3.4: Construction Document Revisions and Engineering Support During Construction <ul style="list-style-type: none"> ○ Revise Plans, Specifications and Estimates based on permitting and construction requirements ○ Provide support during 2-month construction duration • Phase 4.3: Additional Permitting <ul style="list-style-type: none"> ○ Prepare 3 Alternative Analysis with cost estimates for each ○ Prepare Mitigation Plan ○ Coordinate and Negotiate with ACOE • Phase 6.2: Re-Bidding Services <ul style="list-style-type: none"> ○ Identify and Educate Bidders with Pre-Bid Meeting ○ Re-Package and Perform Bid Services ○ Recommend Project Award 	
Period of Performance: January 2, 2020 to June 30, 2021	
Budget: Appropriate remaining Design, CEQA, Permitting and Bidding Task 2 grant funds. Funds are available within the previously authorized grant for the services as follows: <ul style="list-style-type: none"> • Phase 3.4: Construction Documents and Engineering Support During Construction \$18,900 • Phase 4.3: Additional Permitting Planning \$29,176.87 • Phase 6.2: Re-Bidding Services \$5,800 	
Special Terms and Conditions: All the terms and conditions of the Agreement for Services between the City of Farmersville and Quad Knopf, Inc. dated August 1, 2017 are incorporated by reference as if fully set forth herein.	
Invoicing Requirements: <ul style="list-style-type: none"> ▪ Payment Terms: Net 30 Days ▪ Contract Type: <input checked="" type="checkbox"/> Time & Materials: \$53,876.87 <input type="checkbox"/> Fixed Fee \$ _____ ▪ Invoice Frequency: Monthly 	

Quad Knopf, Inc.

City of Farmersville

By: _____
Signature

By: _____
Signature

Name: Janel Freeman

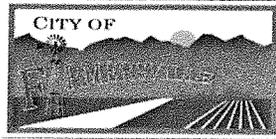
Name: Jennifer Gomez

Title: Chief Financial Officer

Title: City Manager

Date: _____

Date: _____



City Council

Staff Report 7H

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2019

SUBJECT: Engineer's Reports and Assessments for 2020/2021 Landscape and Lighting Assessment Districts

RECOMMENDED ACTION:

That the City Council review the engineer's reports prepared for the 2020/2021 Landscape and Lighting Assessment Districts and adopt Resolution 2020-030 of intent to levy and collect assessments on the Landscape and Lighting Assessment Districts.

BACKGROUND:

The City currently has 13 landscape and lighting districts formed as a part of the approval process of various subdivisions for maintaining the surrounding landscaping in each of the subdivisions. The City maintains the turf, shrubs, trees, irrigation systems, lighting (in some districts), and walls (in some districts) on the exterior of the parcels of land which are all located in the public right of way.

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

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

1. The City Council adopted a resolution directing the City Engineer to prepare the Engineer's Reports at its June 8, 2020 Council meeting and set the Public Hearing on July 27, 2020.
2. The City Engineer prepared the Engineer's Report and incorporated applicable charges for the individual districts.
3. The City Council reviews the engineer's reports and adopts a resolution of intent to levy and collect assessments on the Landscape and Lighting Assessment Districts on June 22, 2020.

4. Conduct a Public Hearing on July 27, 2020 and adopt a resolution levying the assessments for each district.
5. After the Public Hearing and Council action, the City Clerk will deliver a master list with the assessment to be applied to each applicable parcel to the County Assessor's office.
6. The adjusted assessments will be added to the County's assessment rolls in August and the City would receive from the County the monies from the two-normal semiannual property tax collections (one in December and one in April) to pay the expense of providing the above maintenance activities.

DISCUSSION:

Of the 13 districts, there are four districts for which the recommendation is up to a 3% increase in assessment per the allowable district formation limits (post-Proposition 218). Eight districts' assessment amounts are to remain the same based on the district formation (pre-Proposition 218). One district (Petunia Street Subdivision) was recently formed and has not been fully constructed. For this reason, the assessment amounts will remain the same this year, but will increase up to 3% per year in the future per the allowable district formation limits.

Engineer Reports will be made available for public review from July 1, 2020.

FISCAL IMPACT:

The assessment districts are self-funded, and costs recovered for the County Assessor cover the actual costs of maintaining the districts. The applicable charges will be included in the 2020/2021 fiscal budget.

CONCLUSION:

It is respectfully recommended that the City Council:

- a) Review the engineer's reports prepared for the 2020/2021 landscape and Lighting Assessment District
- b) Adopt Resolution 2020-030 of intent to levy and collect assessments on the landscape and Lighting Assessment Districts.

Attachment(s):

Resolution 2020-030

Landscape and Lighting Assessment Districts

RESOLUTION NO. 2020-030

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE OF INTENT TO LEVY AND COLLECT ASSESSMENTS ON FARMERSVILLE'S LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS

WHEREAS, the City of Farmersville has formed 13 assessment districts pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of turf, shrubs, trees, irrigation systems, lighting (in some districts) and walls; and

WHEREAS, the City Council directed the City Engineer to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape and Lighting Act of 1972 for the 13 districts;

WHEREAS, the City Engineer has prepared the engineer's reports as directed and City Council has been provided the engineer's reports of the 13 assessment districts for review;

WHEREAS, the City Council has scheduled a public hearing on July 27, 2020 to consider the intent to levy and collect assessments on said assessment districts;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Farmersville does herewith adopt Resolution 2020-030 of intent to levy and collect assessments on the Landscape and Lighting Assessment Districts.

The motion was made by Councilmember _____ and seconded by Councilmember _____ at a regular meeting held on the 22nd day of June, 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

BY:

ATTEST:

Gregorio Gomez, Mayor

City Clerk

ENGINEER'S REPORT OF CITY OF FARMERSVILLE

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 93-01

Woodcrest Estates Phase One, Lots 1 through 18, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-02

Woodcrest Estates Phase Two, Lots 1 through 18, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-01

Woodcrest Estates Phase Three, Lots 1 through 18, inclusive

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020-2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District Nos. 93-01, 94-02, and 96-01, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of street lighting located within Woodcrest Estates Phases One, Two, and Three.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of the maintenance cost on the improvements.

Exhibits "C-1" through "C-3" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district; together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibits "E-1" through "E-3" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibits "C-1" through "C-3" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by Subdivision's engineer for the City Engineer. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	0	SF	\$0.00	\$0.00	\$0.00	\$0.00
2	Irrigation Maintenance, Labor/Materials	0	SF	\$0.00	\$0.00	\$0.00	\$0.00
3	Electricity-Irrigation	0	Month	\$0.00	\$0.00	\$0.00	\$0.00
4	Lighting System Electricity and Maintenance (Labor/Materials)	9	Each	\$147.24	\$1,325.16	\$154.16	\$1,387.44
5	Wall Maintenance, Labor/Materials	0	LF	\$0.00	\$0.00	\$0.00	\$0.00
6	Water Usage	0	LS	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Costs Subtotal					\$1,325.16		\$1,387.44

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$650.00	\$650.00	\$650.00	\$650.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$770.00		\$770.00

Assessments							
Estimated Annual Total Cost					\$2,095.16		\$2,157.44
Allowed Annual Total Cost							\$1,940.76
Number of Parcels							54
Annual Cost per Parcel							\$35.94
Annual Assessment per Parcel							\$35.94
Percent Increase from Previous Year							0.00%

NOTE: The individual assessment for each parcel for 2020-2021 will remain at \$35.94 per year, the same as for 2019-2020.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
 Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "C-1"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 93-01
 Woodcrest Estates Phase One, Lots 1 through 18, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
130-180-001	\$35.94	Jose & Yolanda M. Hernandez 986 W. Harold St. Farmersville, CA 93223	1	Woodcrest Estates Phase One
130-180-002	\$35.94	Carlos & Victoria Camacho 956 W. Harold St. Farmersville, CA 93223	2	Woodcrest Estates Phase One
130-180-003	\$35.94	Juan Carlos Marroquin 926 W. Harold St. Farmersville, CA 93223	3	Woodcrest Estates Phase One
130-180-004	\$35.94	Jose S. & Maria I. Ovalle 896 W. Harold St. Farmersville, CA 93223	4	Woodcrest Estates Phase One
130-180-005	\$35.94	Hilda Lomeli 866 W. Harold St. Farmersville, CA 93223	5	Woodcrest Estates Phase One
130-180-006	\$35.94	Miguel Santana 836 W. Harold St. Farmersville, CA 93223	6	Woodcrest Estates Phase One
130-180-007	\$35.94	Miguel & Maria Luz Rodriguez (TRS)R LV TR 806 W. Harold St. Farmersville, CA 93223	7	Woodcrest Estates Phase One
130-180-008	\$35.94	Mario & Susana Cortez 776 W. Harold St. Farmersville, CA 93223	8	Woodcrest Estates Phase One
130-180-009	\$35.94	Sabino & Maria Martha Rosas 746 W. Harold St. Farmersville, CA 93223	9	Woodcrest Estates Phase One
130-180-010	\$35.94	Carl Desrosiers 745 W. Harold St. Farmersville, CA 93223	10	Woodcrest Estates Phase One
130-180-011	\$35.94	Gerardo Reyes Gaytan 775 W. Harold Ave. Farmersville, CA 93223	11	Woodcrest Estates Phase One

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
130-180-012	\$35.94	Javier & Martha Anguiano 805 W. Harold St. Farmersville, CA 93223	12	Woodcrest Estates Phase One
130-180-013	\$35.94	R. Ario Vazquez & Artemia Vazquez 835 W. Harold St. Farmersville, CA 93223	13	Woodcrest Estates Phase One
130-180-014	\$35.94	Miguel R. Lomeli 865 W. Harold St. Farmersville, CA 93223	14	Woodcrest Estates Phase One
130-180-015	\$35.94	Martin G. & Estela H. Meza 895 W. Harold St. Farmersville, CA 93223	15	Woodcrest Estates Phase One
130-180-016	\$35.94	Silvestre & Estela Hernandez 925 W. Harold St. Farmersville, CA 93223	16	Woodcrest Estates Phase One
130-180-017	\$35.94	Lucia Ramos (L EST) 955 W. Harold St. Farmersville, CA 93223	17	Woodcrest Estates Phase One
130-180-018	\$35.94	Simon & Idelisa Garcia 14615 Chatsworth Dr. Mission Hills, CA 91345	18	Woodcrest Estates Phase One
TOTAL 18 LOTS	\$646.92			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
 Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "C-2"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-02
 Woodcrest Estates Phase Two, Lots 1 through 18, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
130-190-001	\$35.94	Angelica Olea 986 Dixie Ct. Farmersville, CA 93223	1	Woodcrest Estates Phase Two
130-190-002	\$35.94	Jose G. & Maria A. Esteban 956 Dixie Ct. Farmersville, CA 93223	2	Woodcrest Estates Phase Two
130-190-003	\$35.94	Miguel A. Rosas 926 Dixie Ct. Farmersville, CA 93223	3	Woodcrest Estates Phase Two
130-190-004	\$35.94	Francisca O. Santillan 898 Dixie Ct. Farmersville, CA 93223	4	Woodcrest Estates Phase Two
130-190-005	\$35.94	Javier & Mirna Rodriguez 868 Dixie Ct. Farmersville, CA 93223	5	Woodcrest Estates Phase Two
130-190-006	\$35.94	Faustino Olea 838 Dixie Ct. Farmersville, CA 93223	6	Woodcrest Estates Phase Two
130-190-007	\$35.94	Alfredo Guadalupe 808 Dixie Ct. Farmersville, CA 93223	7	Woodcrest Estates Phase Two
130-190-008	\$35.94	Higinio & Rosario Haro 780 Dixie Ct. Farmersville, CA 93223	8	Woodcrest Estates Phase Two
130-190-009	\$35.94	Luis Pacheco, Jr. 750 Dixie Ct. Farmersville, CA 93223	9	Woodcrest Estates Phase Two
130-190-010	\$35.94	Cruz Maximiano 749 Dixie Ct. Farmersville, CA 93223	10	Woodcrest Estates Phase Two
130-190-011	\$35.94	Rogelio Avila 19819 Cook Rd Burlington WA 98233	11	Woodcrest Estates Phase Two

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
130-190-012	\$35.94	Marcelino & Engracia Medrano 807 Dixie Ct. Farmersville, CA 93223	12	Woodcrest Estates Phase Two
130-190-013	\$35.94	Miguel N. & Maria Silvia Sanchez 837 Dixie Ct. Farmersville, CA 93223	13	Woodcrest Estates Phase Two
130-190-014	\$35.94	Jacinto Alonzo 867 Dixie Ct. Farmersville, CA 93223	14	Woodcrest Estates Phase Two
130-190-015	\$35.94	Elpidio S. Hernandez 897 Dixie Ct. Farmersville, CA 93223	15	Woodcrest Estates Phase Two
130-190-016	\$35.94	Elias Mendoza 925 Dixie Ct. Farmersville, CA 93223	16	Woodcrest Estates Phase Two
130-190-017	\$35.94	Gilberto Cepeda 955 Dixie Ct. Farmersville, CA 93223	17	Woodcrest Estates Phase Two
130-190-018	\$35.94	Florencio N. M. Lopez 985 Dixie Ct. Farmersville, CA 9 3223	18	Woodcrest Estates Phase Two
TOTAL 18 LOTS	\$646.92			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
 Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "C-3"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-01
 Woodcrest Estates Phase Three, Lots 1 through 18, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
130-190-020	\$35.94	Ramiro Ramos 986 W. Qualls Ct. Farmersville, CA 93223	1	Woodcrest Estates Phase Three
130-190-021	\$35.94	Penny Pesquiera 956 W. Qualls Ct. Farmersville, CA 93223	2	Woodcrest Estates Phase Three
130-190-022	\$35.94	Jose & Ana Sanchez 926 W. Qualls Ct. Farmersville, CA 93223	3	Woodcrest Estates Phase Three
130-190-023	\$35.94	Joshua Lee Robert Gonzalez 898 W. Qualls Ct. Farmersville, CA 93223	4	Woodcrest Estates Phase Three
130-190-024	\$35.94	Rebeca Fernandez 998 Woodridge Ct. Yuba City, CA 95993	5	Woodcrest Estates Phase Three
130-190-025	\$35.94	Higinio Tapia 838 W. Qualls Ct. Farmersville, CA 93223	6	Woodcrest Estates Phase Three
130-190-026	\$35.94	Susana De Lemus 808 W. Qualls Ct. Farmersville, CA 93223	7	Woodcrest Estates Phase Three
130-190-027	\$35.94	Servando Loza 780 W. Qualls Ct. Farmersville, CA 93223	8	Woodcrest Estates Phase Three
130-190-028	\$35.94	Fidel Mejia Meraz 750 W. Qualls Ct. Farmersville, CA 93223	9	Woodcrest Estates Phase Three
130-190-029	\$35.94	Nicholas & Maria Arango 749 W. Qualls Ct. Farmersville, CA 93223	10	Woodcrest Estates Phase Three
130-190-030	\$35.94	Ochoa Araceli 779 W. Qualls Ct. Farmersville, CA 93223	11	Woodcrest Estates Phase Three
130-190-031	\$35.94	Argenis M. Chavez 807 W. Qualls Ct. Farmersville, CA 93223	12	Woodcrest Estates Phase Three

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
130-190-032	\$35.94	Pedro E. Murillo Salas 837 W. Qualls Ct. Farmersville, CA 93223	13	Woodcrest Estates Phase Three
130-190-033	\$35.94	Joaquin A. Meza 867 W. Qualls Ct. Farmersville, CA 93223	14	Woodcrest Estates Phase Three
130-190-034	\$35.94	Fidel Rosales 897 W. Qualls Ct. Farmersville, CA 93223	15	Woodcrest Estates Phase Three
130-190-035	\$35.94	Javier Parga 925 W. Qualls Ct. Farmersville, CA 93223	16	Woodcrest Estates Phase Three
130-190-036	\$35.94	Abundio & Rebecca Lares 955 W. Qualls Ct. Farmersville, CA 93223	17	Woodcrest Estates Phase Three
130-190-037	\$35.94	Fuentes Hermelinda Ramos 985 W. Qualls Ct. Farmersville, CA 93223	18	Woodcrest Estates Phase Three
TOTAL 18 LOTS	\$646.92			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

INDIVIDUAL COSTS:

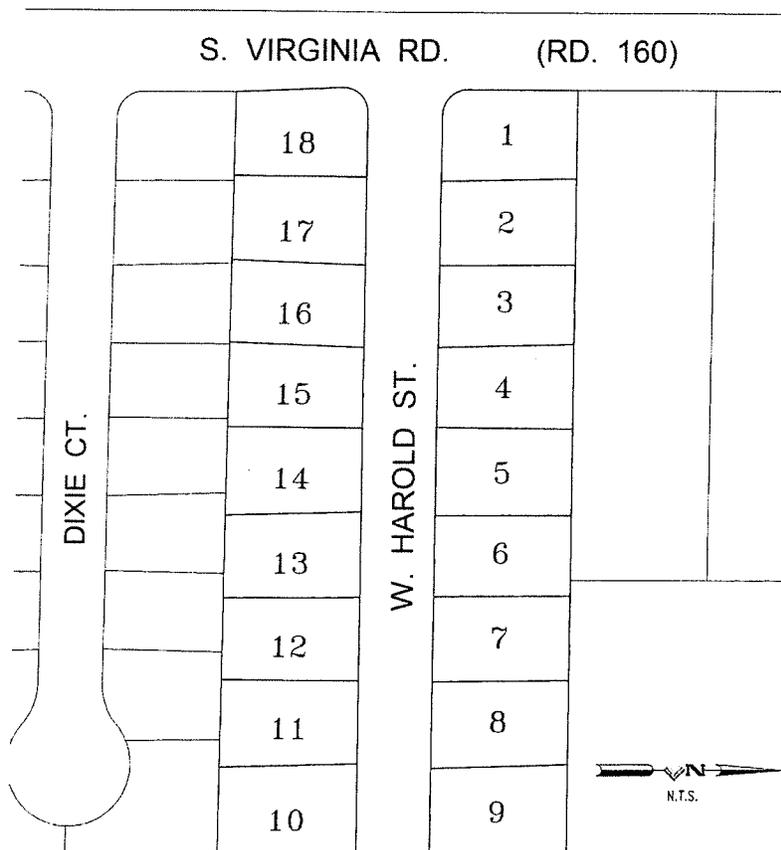
100 percent of the cost of the maintenance and operation are divided equally by 54 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
 Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "E-1"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 93-01
 Woodcrest Estates Phase One, Lots 1 through 18, inclusive**

Being a portion of Parcel 2 of Parcel Map 2784, situated in the West half of the Northwest quarter of the Northeast quarter of Section 12, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, City of Farmersville, County of Tulare, State of California, more particularly described as Woodcrest Estates Subdivision, Phase One, Lots 1 through 18, inclusive.



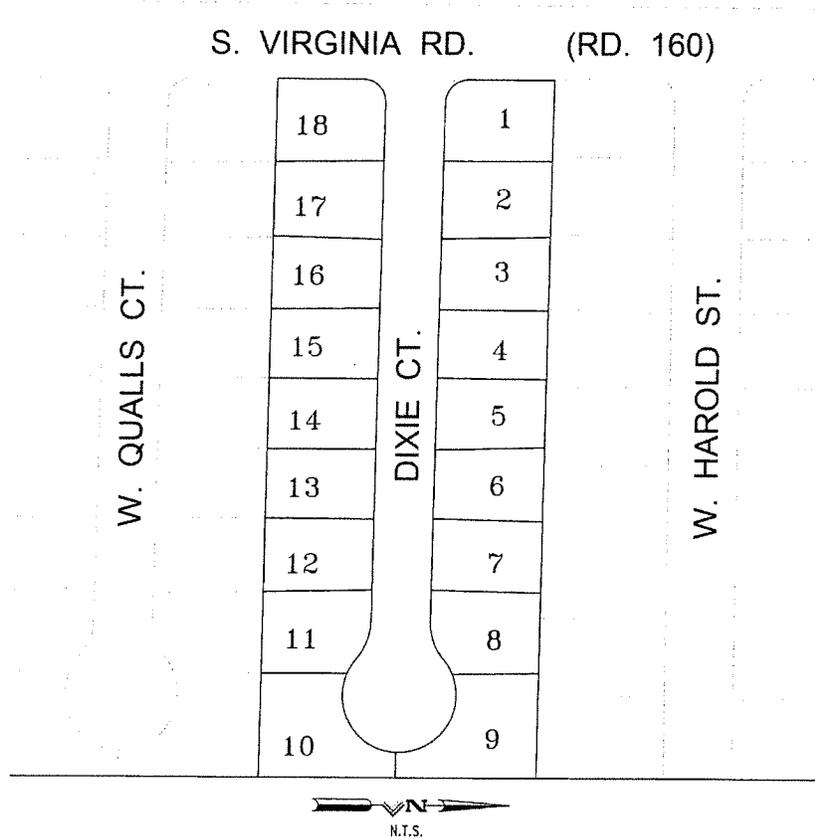
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 130-18, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
 Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "E-2"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-02
 Woodcrest Estates Phase Two, Lots 1 through 18, inclusive**

Being a portion of Parcel 2 of Parcel Map 2784, situated in the West half of the Northwest quarter of the Northeast quarter of Section 12, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, City of Farmersville, County of Tulare, State of California, more particularly described as Woodcrest Estates Subdivision, Phase Two, Lots 1 through 18, inclusive.



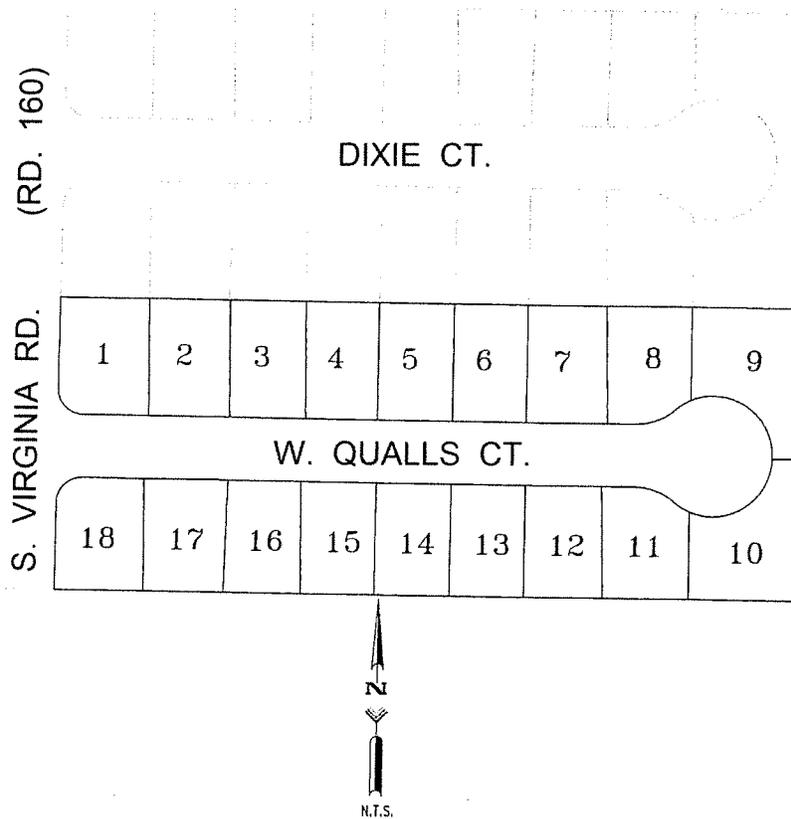
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 130-19, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 93-01, 94-02, & 96-01
 Woodcrest Estates Phase One, Phase Two, & Phase Three**

FISCAL YEAR 2020-2021

**EXHIBIT "E-3"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-01
 Woodcrest Estates Phase Three, Lots 1 through 18, inclusive**

Being a portion of Parcel 2 of Parcel Map 2784, situated in the West half of the Northwest quarter of the Northeast quarter of Section 12, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, City of Farmersville, County of Tulare, State of California, more particularly described as Woodcrest Estates Subdivision, Phase Three, Lots 1 through 18, inclusive.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 130-19, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-03
Walnut Wood Estates I & II, Lots 1 through 38 inclusive**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District No. 94-03, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping and irrigation, street lighting, and block wall located within Walnut Wood Estates I & II.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of maintenance cost on the improvements.

Exhibit "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district, together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-03
Walnut Wood Estates I & II, Lots 1 through 38 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by the subdivision engineer for the City Engineer. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-03
Walnut Wood Estates I & II, Lots 1 through 38 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	7,117	SF	\$0.54	\$3,843.18	\$0.55	\$3,914.35
2	Irrigation Maintenance, Labor/Materials	7,117	SF	\$0.17	\$1,209.89	\$0.17	\$1,209.89
3	Electricity-Irrigation	12	Month	\$24.86	\$298.32	\$26.87	\$322.44
4	Lighting System Electricity and Maintenance (Labor/Materials)	6	Each	\$151.67	\$910.02	\$163.95	\$983.70
5	Wall Maintenance, Labor/Materials	259	LF	\$2.32	\$600.88	\$2.50	\$647.50
6	Water Usage	1	LS	\$104.99	\$104.99	\$113.49	\$113.49
Maintenance Costs Subtotal					\$6,967.28		\$7,191.37

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$500.00	\$500.00	\$500.00	\$500.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$620.00		\$620.00

Assessments			
Estimated Annual Total Cost		\$7,587.28	\$7,811.37
Allowed Annual Total Cost			\$5,045.64
Number of Parcels			38
Annual Cost per Parcel			\$132.78
Annual Assessment per Parcel			\$132.78
Percent Increase from Previous Year			0.00%

NOTE: The individual assessment for each parcel for 2020-2021 will remain at \$132.78 per year, the same as for 2019-2020.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-03
Walnut Wood Estates I & II, Lots 1 through 38 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-190-001	\$132.78	Orlando K. Garcia 1461 Tehama Ave. Farmersville, CA 93223	1	Walnut Wood Estates I & II
128-190-002	\$132.78	Maryann Ramirez 428 Ashley St. Farmersville, CA 93223	2	Walnut Wood Estates I & II
128-190-003	\$132.78	Catalina Flores Lopez 412 Ashley St. Farmersville, CA 93223	3	Walnut Wood Estates I & II
128-190-004	\$132.78	Emma A. Mendez 396 Ashley St. Farmersville, CA 93223	4	Walnut Wood Estates I & II
128-190-005	\$132.78	Francisco & Eva Ortega 380 Ashley St. Farmersville, CA 93223	5	Walnut Wood Estates I & II
128-190-006	\$132.78	Otomar LLC PO Box 292 Farmersville, CA 93223	6	Walnut Wood Estates I & II
128-190-007	\$132.78	Aureliano & Maria C. Delgado 1466 Franquette Ave. Farmersville, CA 93221	7	Walnut Wood Estates I & II
128-190-008	\$132.78	Juan Rosa Jr. 1446 Franquette Ave. Farmersville, CA 93223	8	Walnut Wood Estates I & II
128-190-009	\$132.78	Christina C. Aguilar 1426 Franquette Ave. Farmersville, CA 93223	9	Walnut Wood Estates I & II
128-190-010	\$132.78	Robert J. Lindmuth 1406 Franquette Ave. Farmersville, CA 93223	10	Walnut Wood Estates I & II
128-190-011	\$132.78	Avelino Rita 1386 Franquette Ave. Farmersville, CA 93223	11	Walnut Wood Estates I & II
128-190-012	\$132.78	Alfredo Ceballos Jr 1183 Foothill Lindsay, CA 93247	12	Walnut Wood Estates I & II

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-190-013	\$132.78	Maria R. Zamora 1413 Franquette Ave. Farmersville, CA 93223	13	Walnut Wood Estates I & II
128-190-014	\$132.78	Adela Escamilla 379 Ashley St. Farmersville, CA 93223	14	Walnut Wood Estates I & II
128-190-015	\$132.78	Alejandro Haro 395 Ashley St. Farmersville, CA 93223	15	Walnut Wood Estates I & II
128-190-016	\$132.78	Jennifer Resendez 413 Ashley St. Farmersville, CA 93223	16	Walnut Wood Estates I & II
128-190-017	\$132.78	Evalia Fregozo 429 Ashley St. Farmersville, CA 93223	17	Walnut Wood Estates I & II
128-190-018	\$132.78	Olivares Amador Orozco 1389 Tehama Ave. Farmersville, CA 93223	18	Walnut Wood Estates I & II
128-190-019	\$132.78	Salcedo Luis 1417 Tehama Ave. Farmersville, CA 93223	19	Walnut Wood Estates I & II
128-200-004	\$132.78	Manuel & Lupe Casas 1479 Tehama Ave. Farmersville, CA 93223	20	Walnut Wood Estates I & II
128-200-005	\$132.78	Francisco Escamilla 1495 Tehama Ave. Farmersville, CA 93223	21	Walnut Wood Estates I & II
128-200-006	\$132.78	Jose J. Munoz 1515 Tehama Ave. Farmersville, CA 93223	22	Walnut Wood Estates I & II
128-200-007	\$132.78	Jose L. & Edith M. Valero 452 Marquette St. Farmersville, CA 93223	23	Walnut Wood Estates I & II
128-200-008	\$132.78	John & Onedia Azevedo 434 Marquette St. Farmersville, CA 93223	24	Walnut Wood Estates I & II
128-200-009	\$132.78	Rosio Camacho 420 Marquette St. Farmersville, CA 93223	25	Walnut Wood Estates I & II
128-200-010	\$132.78	Albert M. & Effie J. Romero 398 Marquette St. Farmersville, CA 93223	26	Walnut Wood Estates I & II
128-200-011	\$132.78	Cecilia Cortez 382 Marquette St. Farmersville, CA 93223	27	Walnut Wood Estates I & II
128-200-012	\$132.78	Stephen & Divina Santos 362 Marquette St. Farmersville, CA 93223	28	Walnut Wood Estates I & II

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-200-013	\$132.78	Guadalupe Rendon 352 Marquette St. Farmersville, CA 93223	29	Walnut Wood Estates I & II
128-200-014	\$132.78	Donaciano & Celia Moran 429 Marquette St. Farmersville, CA 93223	30	Walnut Wood Estates I & II
128-200-015	\$132.78	Hermineo Ramirez Padilla 413 Marquette St. Farmersville, CA 93223	31	Walnut Wood Estates I & II
128-200-016	\$132.78	Omar Rios 395 Marquette St. Farmersville, CA 93223	32	Walnut Wood Estates I & II
128-200-017	\$132.78	Alicia & Miguel Trujillo 379 Marquette St. Farmersville, CA 93223	33	Walnut Wood Estates I & II
128-200-018	\$132.78	Brad T. & Lilian R. Minton 361 Marquette St. Farmersville, CA 93223	34	Walnut Wood Estates I & II
128-200-019	\$132.78	Guillermo Gutierrez 1486 N. Franquette Ave. Farmersville, CA 93223	35	Walnut Wood Estates I & II
128-200-020	\$132.78	Robert & Cathy Eckert Juarez 1506 Franquette Ave. Farmersville, CA 93223	36	Walnut Wood Estates I & II
128-200-021	\$132.78	Marcelo & Leticia Herrera 1526 Franquette Ave. Farmersville, CA 93223	37	Walnut Wood Estates I & II
128-200-022	\$132.78	Davila Juan C & Ana M 1548 Franquette Ave. Farmersville, CA 93223	38	Walnut Wood Estates I & II
TOTAL 38 LOTS	\$5,045.64			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-03
Walnut Wood Estates I & II, Lots 1 through 38 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, fences, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

INDIVIDUAL COSTS:

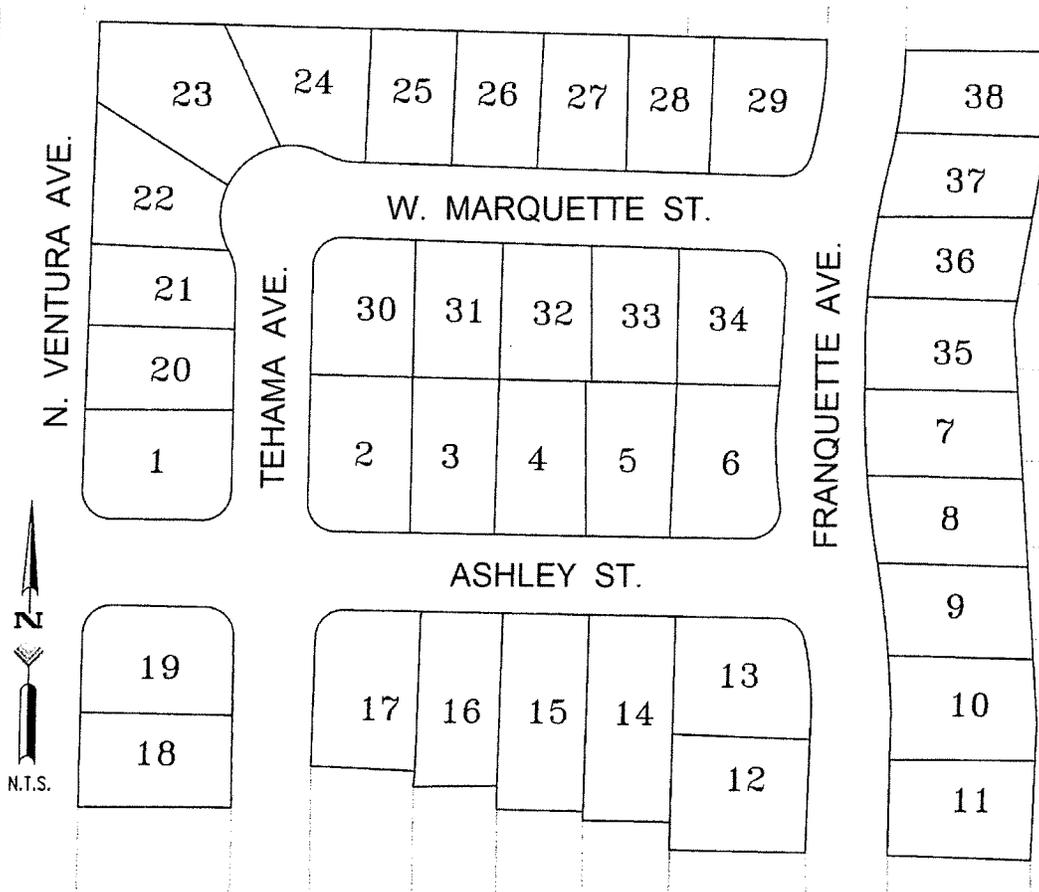
100 percent of the cost of the maintenance and operation are divided equally by 38 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-03
 Walnut Wood Estates I & II, Lots 1 through 38 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "E"
 ASSESSMENT DISTRICT DESCRIPTION**

Being a portion of Parcel 2 of Parcel Map 2517, situated in the Northeast quarter of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Walnut Wood Estates Subdivision, Phases I and II, Lots 1 through 38 inclusive.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-19 and 128-20, which are incorporated in this Report by reference.

ENGINEER'S REPORT OF CITY OF FARMERSVILLE

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-02

Sierra Woods Subdivision, Unit No. 1, Lots 1 through 35, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-03

Sierra Woods Subdivision, Unit No. 2, Lots 36 through 49 and Lots 54 through 68, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 99-01

Sierra Woods Subdivision, Unit No. 3, Lots 69 through 91, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-01

Sierra Woods Subdivision, Unit No. 4, Lots 92 through 117, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-02

Sierra Woods II Subdivision, Unit No. 1, Lots 1 through 20, inclusive

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District Nos. 96-02, 96-03, 99-01, 00-01, and 01-02, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping and irrigation, street lighting, and block wall, and located within Sierra Woods Subdivision, Unit Nos. 1–4, and Sierra Woods II Subdivision, Unit No. 1.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of the maintenance cost on the improvements.

Exhibits "C-1" through "C-5" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district; together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibits "E-1" through "E-5" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibits "C-1" through "C-5" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

EXHIBIT "A"

PLANS & SPECIFICATIONS

Plans and specifications for the improvements are those prepared by Knopf Engineering and California Planning & Engineering Inc., for the City Engineer, dated September 19, 1995, October 18, 1996, June 9, 1998, and May 1, 2000. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
 Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "B"
 ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	5,855	SF	\$0.54	\$3,161.70	\$0.55	\$3,220.25
2	Irrigation Maintenance, Labor/Materials	5,855	SF	\$0.17	\$995.35	\$0.17	\$995.35
3	Electricity-Irrigation	12	Month	\$24.52	\$294.24	\$25.59	\$307.08
4	Lighting System Electricity and Maintenance (Labor/Materials)	26	Each	\$144.98	\$3,769.48	\$151.35	\$3,935.10
5	Wall Maintenance, Labor/Materials	1,432	LF	\$1.66	\$2,377.12	\$1.73	\$2,477.36
6	Water Usage	1	LS	\$100.37	\$100.37	\$104.78	\$104.78
Maintenance Costs Subtotal					\$10,698.26		\$11,039.92

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$650.00	\$650.00	\$650.00	\$650.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$770.00		\$770.00

Assessments			
Estimated Annual Total Cost		\$11,468.26	\$11,809.92
Allowed Annual Total Cost			\$10,459.12
Number of Parcels			133
Annual Cost per Parcel			\$78.64
Annual Assessment per Parcel			\$78.64
Percent Increase from Previous Year			0.00%

NOTE: The individual assessment for each parcel for 2020-2021 will remain at \$78.64 per year, the same as for 2019-2020.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "C-1"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-02
Sierra Woods Subdivision, Unit No. 1, Lots 1 through 35, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-210-001	\$78.64	Farmersville Park Creek Assoc. L.P. 430 E. State St., Ste 100 Eagle, ID 83616-5901	1	Sierra Woods, Unit No. 1
128-210-002	\$78.64	Paulino & Antonia Gomez 295 Garlin Ct. Farmersville, CA 93223-2317	2	Sierra Woods, Unit No. 1
128-210-003	\$78.64	Steven C. Bates 279 Garlin Ct. Farmersville, CA 93223-2317	3	Sierra Woods, Unit No. 1
128-210-005	\$78.64	Cruz Perez 262 Garlin Ct. Farmersville, CA 93223-2316	5	Sierra Woods, Unit No. 1
128-210-006	\$78.64	David Contreras 278 Garlin Ct. Farmersville, CA 93223-2316	6	Sierra Woods, Unit No. 1
128-210-007	\$78.64	Maria Lozoya 24406 Old Country Rd Moreno Valley, CA 92557-4010	7	Sierra Woods, Unit No. 1
128-210-008	\$78.64	Jose A. & Lorraine R. Salazar 295 Marilyn St. Farmersville, CA 93223-2312	8	Sierra Woods, Unit No. 1
128-210-009	\$78.64	Andres & Rosa Maria Arriaga 337 Marilyn St. Farmersville, CA 93223-2314	9	Sierra Woods, Unit No. 1
128-210-010	\$78.64	Maira Flores 359 Marilyn St Farmersville CA 93223	10	Sierra Woods, Unit No. 1
128-210-011	\$78.64	Arturo & Martha Hernandez 381 Marilyn St. Farmersville, CA 93223-2314	11	Sierra Woods, Unit No. 1
128-210-012	\$78.64	Jeremy Rodriguez 399 Marilyn St. Farmersville, CA 93223-2314	12	Sierra Woods, Unit No. 1

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-210-013	\$78.64	Raul L. Acevedo 831 N. Ash Lindsay, CA 93247	13	Sierra Woods, Unit No. 1
128-210-014	\$78.64	Antonio & Leticia Vicencio 437 Marilyn St. Farmersville, CA 93223-2315	14	Sierra Woods, Unit No. 1
128-210-015	\$78.64	Jeffery R. & Karen S. Firestone (CO-TRS) 3847 Cheshire Ct. Pleasanton, CA 94588-3572	15	Sierra Woods, Unit No. 1
128-210-016	\$78.64	Reyes & Gloria Escamilla 469 Marilyn St. Farmersville, CA 93223-2315	16	Sierra Woods, Unit No. 1
128-210-026	\$78.64	Manuel & Ines Hernandez 468 Marilyn St. Farmersville, CA 93223-2313	26	Sierra Woods, Unit No. 1
128-210-027	\$78.64	Hilda Sanchez 450 Marilyn St. Farmersville, CA 93223-2313	27	Sierra Woods, Unit No. 1
128-210-028	\$78.64	Roberto W. Urquilla 434 Marilyn St. Farmersville, CA 93223-2313	28	Sierra Woods, Unit No. 1
128-210-029	\$78.64	Norma Leticia Servin 412 Marilyn St. Farmersville, CA 93223-2313	29	Sierra Woods, Unit No. 1
128-210-030	\$78.64	Jane & Jaime Tabullo 392 Marilyn St. Farmersville, CA 93223-2313	30	Sierra Woods, Unit No. 1
128-210-031	\$78.64	Miguel A. & Alma S. Navarro 2655 W. Brooke Ct. Visalia, CA 93291-8026	31	Sierra Woods, Unit No. 1
128-210-032	\$78.64	Dolores Sanchez 352 Marilyn St. Farmersville, CA 93223-2313	32	Sierra Woods, Unit No. 1
128-210-033	\$78.64	Ricardo Flores Maldonado 334 Marilyn St. Farmersville, CA 93223-2310	33	Sierra Woods, Unit No. 1
128-210-034	\$78.64	Elvira Isais Mireles 312 Marilyn St. Farmersville, CA 93223-2310	34	Sierra Woods, Unit No. 1
128-210-035	\$78.64	Jose A. & Karina Espinoza 292 Marilyn St. Farmersville, CA 93223-2310	35	Sierra Woods, Unit No. 1
128-210-055	\$78.64	Hector M. Chavez-Mazo 263 Garlin Ct Farmersville, CA 93223-2317	4	Sierra Woods, Unit No. 1
128-310-001	\$78.64	Jose & Jessica Sanchez 1705 N. Ventura Ave. Farmersville, CA 93662-2305	79	Sierra Woods, Unit No. 1

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-310-002	\$78.64	Sergio Chavez 1725 N. Ventura Ave. Farmersville, CA 93223-2305	80	Sierra Woods, Unit No. 1
128-310-003	\$78.64	Rios Armando Cervantes 1483 Willow Exeter CA 93221	81	Sierra Woods, Unit No. 1
128-310-004	\$78.64	Johnice & Stanley D. Robinson 1769 Ventura Ave. Farmersville, CA 93223	82	Sierra Woods, Unit No. 1
128-310-005	\$78.64	Gene C & Dewayla M. Glover 1791 N. Ventura Ave. Farmersville, CA 93223-2305	83	Sierra Woods, Unit No. 1
128-310-006	\$78.64	David Gilcrest 6000 W Grove Ct. Visalia, CA 93291-7924	84	Sierra Woods, Unit No. 1
128-310-007	\$78.64	Roberto Julian 1829 N. Ventura Ave. Farmersville, CA 93223-2307	85	Sierra Woods, Unit No. 1
128-310-008	\$78.64	Dolores Mata 1851 N. Ventura Ave. Farmersville, CA 93223-2307	86	Sierra Woods, Unit No. 1
128-310-009	\$78.64	Margarita Ortiz 1869 N. Ventura Ave. Farmersville, CA 93223-2307	87	Sierra Woods, Unit No. 1
TOTAL 35 LOTS	\$2,752.40			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 96-02, 96-03, 99-01, 00-01, & 01-02**

Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1

FISCAL YEAR 2020-2021

EXHIBIT "C-2"

**A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN**

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-03

Sierra Woods Subdivision, Unit No. 2, Lots 36 through 49 and Lots 54 through 68, inclusive

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-210-039	\$78.64	Jose Encinas 281 Marilyn St. Farmersville, CA 93223	18	Sierra Woods, Unit No. 2
128-210-040	\$78.64	Travis and Ciara Banks 263 Marilyn St. Farmersville, CA 93223-2311	19	Sierra Woods, Unit No. 2
128-210-041	\$78.64	Catalina Garcia De Ramos 280 Marilyn St. Farmersville, CA 93223	20	Sierra Woods, Unit No. 2
128-210-042	\$78.64	Jose J. & Erika De La Garza 279 Carolyn St. Farmersville, CA 93223	21	Sierra Woods, Unit No. 2
128-210-043	\$78.64	Guadalupe Ruvalcaba 291 Carolyn St. Farmersville, CA 93223	22	Sierra Woods, Unit No. 2
128-210-044	\$78.64	Gilberto Aguirre Gonzalez 311 Carolyn St. Farmersville, CA 93223	23	Sierra Woods, Unit No. 2
128-210-045	\$78.64	J. Fernando & Felicitas Gonzalez 333 Carolyn St. Farmersville, CA 93223	24	Sierra Woods, Unit No. 2
128-210-046	\$78.64	Lorena Martinez 351 Carolyn St. Farmersville, CA 93223	25	Sierra Woods, Unit No. 2
128-210-047	\$78.64	Jose A. & Olimpia Maldonado 377 Carolyn St. Farmersville, CA 93223	26	Sierra Woods, Unit No. 2
128-210-048	\$78.64	Kristen D. Chatterton 391 Carolyn St. Farmersville, CA 93223	27	Sierra Woods, Unit No. 2
128-210-049	\$78.64	Arturo Cabrera 411 Carolyn St. Farmersville, CA 93223	28	Sierra Woods, Unit No. 2

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-210-050	\$78.64	Raul & Juana Carmona 433 Carolyn St. Farmersville, CA 93223	29	Sierra Woods, Unit No. 2
128-210-051	\$78.64	Maribel Aguilar 449 Carolyn St. Farmersville, CA 93223	30	Sierra Woods, Unit No. 2
128-210-052	\$78.64	Jose Castellanos 467 Carolyn St. Farmersville, CA 93223	31	Sierra Woods, Unit No. 2
128-220-006	\$78.64	Nicholas Casas 465 Kirsten St. Farmersville, CA 93223	6	Sierra Woods, Unit No. 2
128-220-007	\$78.64	Daniel & Vickie Ruitter (TRS) (Fam TR) 466 Carolyn St # 6258 Farmersville, CA 93223	7	Sierra Woods, Unit No. 2
128-220-008	\$78.64	Antonio Moran 452 Carolyn St. Farmersville, CA 93223	8	Sierra Woods, Unit No. 2
128-220-009	\$78.64	Chapa Carlos D & Maria G 436 Carolyn St Farmersville, CA 93223-2322	9	Sierra Woods, Unit No. 2
128-220-010	\$78.64	Daniel Deniz (TR)(DENIZ-DE LA MORA FAM TR 6325 Saint Louis Ave. Long Beach, CA 90805-2637	10	Sierra Woods, Unit No. 2
128-220-011	\$78.64	Juan A. & Apolinaria Aguirre 394 Carolyn St. Farmersville, CA 93223	11	Sierra Woods, Unit No. 2
128-220-012	\$78.64	Martinez Jacob 380 Carolyn St Farmersville CA 93223	12	Sierra Woods, Unit No. 2
128-220-013	\$78.64	Angela Carmona 354 Carolyn St. Farmersville, CA 93223	13	Sierra Woods, Unit No. 2
128-220-014	\$78.64	Marieanne A. Martin 336 Carolyn St. Farmersville, CA 93223	14	Sierra Woods, Unit No. 2
128-220-015	\$78.64	Chad E. & Kathryn J. McDonald 314 Carolyn St. Farmersville, CA 93223	15	Sierra Woods, Unit No. 2
128-220-016	\$78.64	Raul Gomez Reynoso 294 Carolyn St. Farmersville, CA 93223	16	Sierra Woods, Unit No. 2
128-220-017	\$78.64	Ruvalcaba Guadalupe 282 Carolyn St. Farmersville, CA 93223	17	Sierra Woods, Unit No. 2
128-300-001	\$78.64	Juan Miranda 1935 N. Ventura Ave. Farmersville, CA 93223	1	Sierra Woods, Unit No. 2

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-002	\$78.64	Michael Dillion 1949 N. Ventura Ave. Farmersville, CA 93223	2	Sierra Woods, Unit No. 2
128-300-003	\$78.64	David and Linda Drescher 1967 N. Ventura Ave. Farmersville, CA 93223	3	Sierra Woods, Unit No. 2
TOTAL 29 LOTS	\$2,280.56			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
 Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "C-3"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 99-01
 Sierra Woods Subdivision, Unit No. 3, Lots 69 through 91, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-220-018	\$78.64	Juan Antonio Espinoza 281 Kirsten St. Farmersville, CA 93223	1	Sierra Woods, Unit No. 3
128-220-019	\$78.64	Otomar, LLC PO Box 292 Farmersville, CA 93223	2	Sierra Woods, Unit No. 3
128-220-020	\$78.64	Antonio Perez 313 Kirsten St. Farmersville, CA 93223	3	Sierra Woods, Unit No. 3
128-220-021	\$78.64	Cass Stanley 335 Kirsten St. Farmersville, CA 93223	4	Sierra Woods, Unit No. 3
128-220-022	\$78.64	Salvador & Yolanda Valdovinos 353 Kirsten St. Farmersville, CA 93223	5	Sierra Woods, Unit No. 3
128-220-023	\$78.64	Priscilla R. Yniguez (TR) 379 Kirsten St. Farmersville, CA 93223	6	Sierra Woods, Unit No. 3
128-220-024	\$78.64	Jose U. Paz & Angelina R. Ortega 393 Kirsten St. Farmersville, CA 93223	7	Sierra Woods, Unit No. 3
128-220-025	\$78.64	Jesus Manuel Hernandez 413 Kirsten St. Farmersville, CA 93223	8	Sierra Woods, Unit No. 3
128-220-026	\$78.64	Joel Tapia 435 Kirsten St. Farmersville, CA 93223	9	Sierra Woods, Unit No. 3
128-220-027	\$78.64	Alfaro Leobardo 451 Kirsten St. Farmersville, CA 93223	10	Sierra Woods, Unit No. 3
128-220-030	\$78.64	Veronica Barajas 464 Kirsten St. Farmersville, CA 93223	13	Sierra Woods, Unit No. 3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-220-031	\$78.64	Martin B. & Angela R. King 450 Kirsten St. Farmersville, CA 93223	14	Sierra Woods, Unit No. 3
128-220-032	\$78.64	Jose Luis Aguilar Montano 434 Kirsten St. Farmersville, CA 93223	15	Sierra Woods, Unit No. 3
128-220-033	\$78.64	Sady & Delia Cass 412 Kirsten St. Farmersville, CA 93223	16	Sierra Woods, Unit No. 3
128-220-034	\$78.64	Patricia Jean Timmons 392 Kirsten St. Farmersville, CA 93223	17	Sierra Woods, Unit No. 3
128-220-035	\$78.64	Pablo Arreguin 378 Kirsten St. Farmersville, CA 93223	18	Sierra Woods, Unit No. 3
128-220-036	\$78.64	William L. Jack 4736 W Paradise Ave Visalia, CA 93277	19	Sierra Woods, Unit No. 3
128-220-037	\$78.64	Jorge A. & Martha Morfin 334 Kirsten St. Farmersville, CA 93223	20	Sierra Woods, Unit No. 3
128-220-038	\$78.64	Eduardo Martinez 312 Kirsten St. Farmersville, CA 93223	21	Sierra Woods, Unit No. 3
128-220-039	\$78.64	Araceli A. Poo 292 Kirsten St. Farmersville, CA 93223	22	Sierra Woods, Unit No. 3
128-220-040	\$78.64	Gregorio P. & Ruby E. Gomez 280 Kristen Street Farmersville, CA 93223	23	Sierra Woods, Unit No. 3
128-300-004	\$78.64	Jasmin Ortega 1989 N. Ventura Ave. Farmersville, CA 93223	24	Sierra Woods, Unit No. 3
128-300-005	\$78.64	Michael and Irene Mosqueda 2011 N. Ventura Ave. Farmersville, CA 93223	25	Sierra Woods, Unit No. 3
TOTAL 23 LOTS	\$1,808.72			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
 Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "C-4"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-01
 Sierra Woods Subdivision, Unit No. 4, Lots 92 through 117, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-220-041	\$78.64	ECP LP PO Box 1109 Visalia, CA 93279	92	Sierra Woods, Unit No. 4
128-220-042	\$78.64	Miguel & Catalina Juarez 291 Greg St. Farmersville, CA 93223	93	Sierra Woods, Unit No. 4
128-220-043	\$78.64	Victoria Vasquez 311 Greg St. Farmersville, CA 93223	94	Sierra Woods, Unit No. 4
128-220-044	\$78.64	Jesus Angel Loza 333 Greg St. Farmersville, CA 93223	95	Sierra Woods, Unit No. 4
128-220-045	\$78.64	Jaclyn Ward 351 Greg St. Farmersville, CA 93223-2337	96	Sierra Woods, Unit No. 4
128-220-046	\$78.64	Manuel Solorzano 2481 Illinois St. East Palo Alto, CA 94303	97	Sierra Woods, Unit No. 4
128-220-047	\$78.64	Minerva Cervantes 391 Greg St. Farmersville, CA 93223-2337	98	Sierra Woods, Unit No. 4
128-220-048	\$78.64	Horacio Renteria 411 Greg St. Farmersville, CA 93223	99	Sierra Woods, Unit No. 4
128-220-049	\$78.64	Vicente & Luz Maria Gonzalez 433 Greg St. Farmersville, CA 93223	100	Sierra Woods, Unit No. 4
128-220-050	\$78.64	George Michael Harris P.O. Box 751361 Petaluma, CA 94975-1361	101	Sierra Woods, Unit No. 4
128-220-051	\$78.64	Ramon G. Lara 467 Greg St. Farmersville, CA 93223	102	Sierra Woods, Unit No. 4

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-006	\$78.64	Rafael & Maria Maldonado 2033 N. Ventura Ave. Farmersville, CA 93223	103	Sierra Woods, Unit No. 4
128-300-007	\$78.64	John & Teresa Devlin P.O. Box 3745 Santa Cruz, CA 95063	104	Sierra Woods, Unit No. 4
128-300-008	\$78.64	Alberto Acevedo 2075 N. Ventura Ave. Farmersville, CA 93223	105	Sierra Woods, Unit No. 4
128-290-001	\$78.64	Ignacio & Irma Ramirez 2095 N. Ventura Ave. Farmersville, CA 93223	106	Sierra Woods, Unit No. 4
128-230-023	\$78.64	Rodolfo F. Botello 466 Greg St. Farmersville, CA 93223	107	Sierra Woods, Unit No. 4
128-230-024	\$78.64	Desiree Mendoza 452 Greg St. Farmersville, CA 93223	108	Sierra Woods, Unit No. 4
128-230-025	\$78.64	Edward & Heather Vails 30550 Mehrten Dr. Exeter, CA 93221	109	Sierra Woods, Unit No. 4
128-230-026	\$78.64	Kimberly Kristine Tucker 414 Greg St. Farmersville, CA 93223	110	Sierra Woods, Unit No. 4
128-230-027	\$78.64	Raymundo F. Patino 394 Greg St. Farmersville, CA 93223	111	Sierra Woods, Unit No. 4
128-230-028	\$78.64	Lourdes Cruz 380 Greg St. Farmersville, CA 93223	112	Sierra Woods, Unit No. 4
128-230-029	\$78.64	Linda Fay Corbin 354 Greg St. Farmersville, CA 93223	113	Sierra Woods, Unit No. 4
128-230-030	\$78.64	Pedro Zamora 336 Greg St. Farmersville, CA 93223	114	Sierra Woods, Unit No. 4
128-230-031	\$78.64	Maria Rubio 314 Greg St. Farmersville, CA 93223	115	Sierra Woods, Unit No. 4
128-230-032	\$78.64	Agustin O & Rafaela Arreguin 970 Costner St. Farmersville, CA 93223	116	Sierra Woods, Unit No. 4
128-230-033	\$78.64	Soto Jorge Luis Castaneda 282 Greg St. Farmersville, CA 93223	117	Sierra Woods, Unit No. 4
TOTAL 26 LOTS	\$2,044.64			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "C-5"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-02
Sierra Woods II Subdivision, Unit No. 1, Lots 1 through 20, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-230-001	\$78.64	Margarito & Aurelia Sanchez 279 Teddy St. Farmersville, CA 93223	1	Sierra Woods II, Unit No. 1
128-230-002	\$78.64	Robin A. & Bryan J. Kasdorf 291 Teddy St. Farmersville, CA 93223	2	Sierra Woods II, Unit No. 1
128-230-003	\$78.64	Alejandro Silva Padilla 311 Teddy St. Farmersville, CA 93223-2342	3	Sierra Woods II, Unit No. 1
128-230-004	\$78.64	Teresa Mendoza Gonzales 333 Teddy St. Farmersville, CA 93223	4	Sierra Woods II, Unit No. 1
128-230-005	\$78.64	Rosalinda E. Esquivel 351 Teddy St. Farmersville, CA 93223	5	Sierra Woods II, Unit No. 1
128-230-006	\$78.64	Maria D. Gonzalez 377 Teddy St. Farmersville, CA 93223	6	Sierra Woods II, Unit No. 1
128-230-007	\$78.64	Martha A. Ceballos 391 Teddy St. Farmersville, CA 93223-2342	7	Sierra Woods II, Unit No. 1
128-230-008	\$78.64	Gregory A. Lopez 411 Teddy St. Farmersville, CA 93223	8	Sierra Woods II, Unit No. 1
128-230-009	\$78.64	Christine M. Guzman 433 Teddy St. Farmersville, CA 93223	9	Sierra Woods II, Unit No. 1
128-230-010	\$78.64	Ramos Jose M 449 Teddy St. Farmersville, CA 93223	10	Sierra Woods II, Unit No. 1
128-230-011	\$78.64	Guerra Arturo Vidal 467 Teddy St. Farmersville, CA 93223	11	Sierra Woods II, Unit No. 1

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-290-002	\$78.64	Francisca De Santos Lagunas 2115 N. Ventura Ave. Farmersville, CA 93223	12	Sierra Woods II, Unit No. 1
128-290-003	\$78.64	Juan & Guadalupe Rivera 495 Teddy St. Farmersville, CA 93223	13	Sierra Woods II, Unit No. 1
128-290-004	\$78.64	Hernandez Meury Barajas 511 Teddy St. Farmersville, CA 93223	14	Sierra Woods II, Unit No. 1
128-290-005	\$78.64	Vargas Cesar 531 W Teddy St Farmersville CA 93223	15	Sierra Woods II, Unit No. 1
128-290-006	\$78.64	Richard & Darlene Alvarez 551 Teddy St. Farmersville, CA 93223	16	Sierra Woods II, Unit No. 1
128-290-007	\$78.64	Lopez Christina (Tr) (Lopez Rv Tr) 420 N. Matthew Ave. Farmersville, CA 93223	17	Sierra Woods II, Unit No. 1
128-290-008	\$78.64	Russell E. & Diana L. Howard 601 Teddy St. Farmersville, CA 93223	18	Sierra Woods II, Unit No. 1
128-290-009	\$78.64	Francisco Garcia 627 Teddy St. Farmersville, CA 93223	19	Sierra Woods II, Unit No. 1
128-290-010	\$78.64	Oswaldo Vazquez 651 Teddy St. Farmersville, CA 93223	20	Sierra Woods II, Unit No. 1
TOTAL 20 LOTS	\$1,572.80			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, fences, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

INDIVIDUAL COSTS

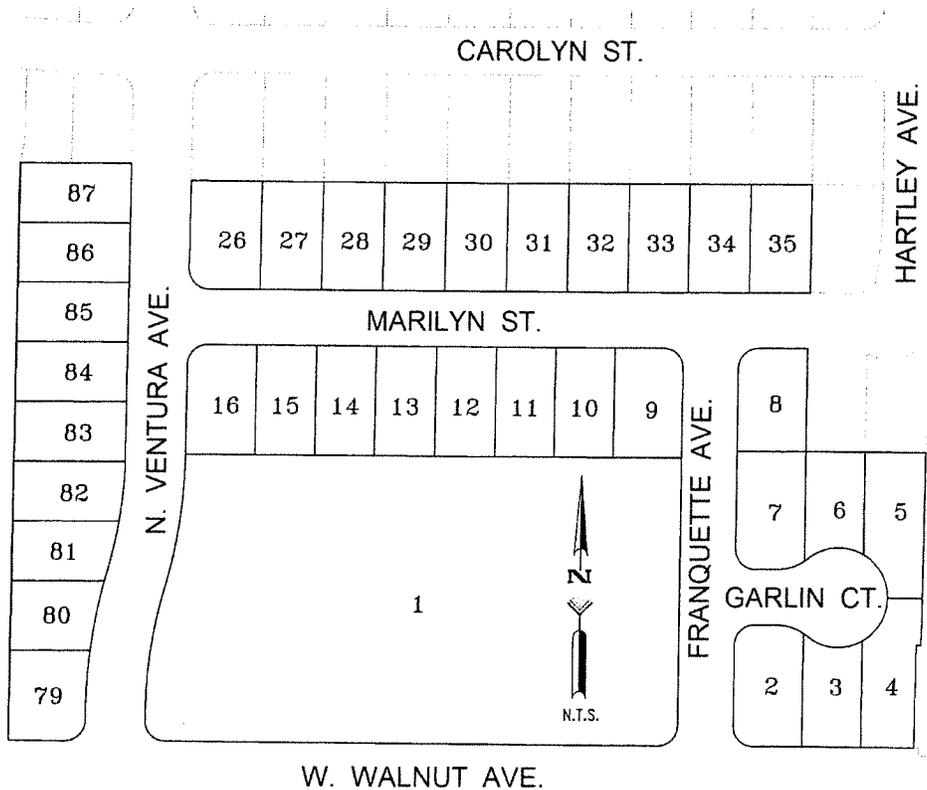
100 percent of the cost of the maintenance and operation are divided equally by 133 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
 Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "E-1"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-02
 Sierra Woods Subdivision, Unit No. 1, Lots 1 through 35, inclusive**

Being a subdivision of the parcel of land shown as remainder per Parcel Map No. 3663, recorded in Book 37 of Parcel Maps, at Page 66, Tulare County Records, situated in a portion of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Sierra Woods Subdivision, Unit No. 1, Lots 1 through 35, inclusive.



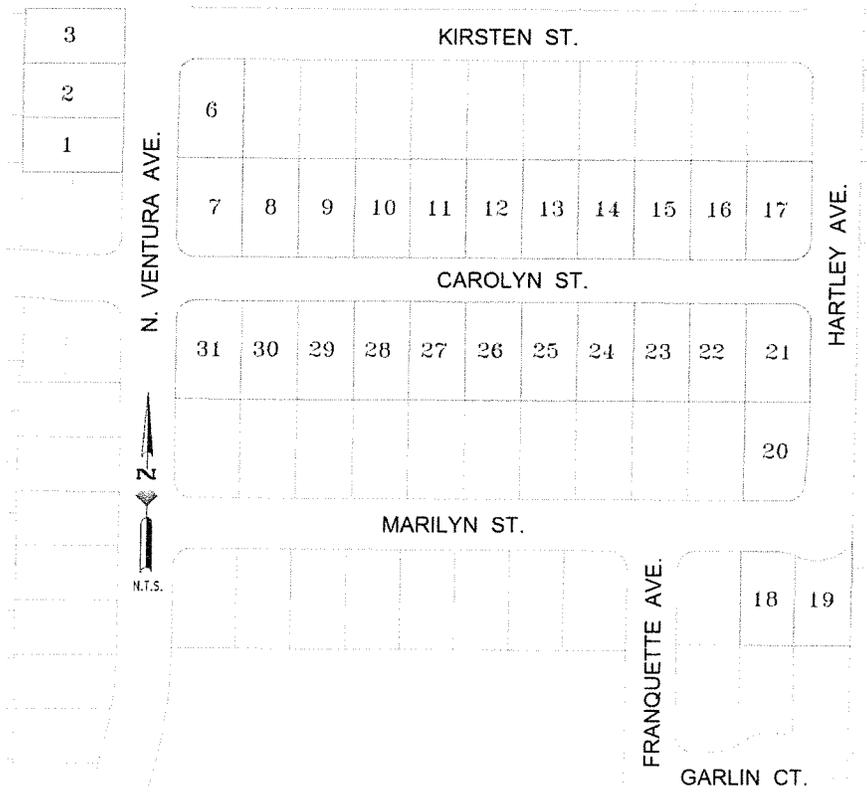
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-21 and 128-31, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
 Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "E-2"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 96-03
 Sierra Woods Subdivision, Unit No. 2, Lots 36 through 49 and Lots 54 through 68, inclusive**

Being a subdivision of the parcel of land shown as remainder per Parcel Map No. 3663, recorded in Book 37 of Parcel Maps, at Page 66, Tulare County Records, situated in a portion of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Sierra Woods Subdivision, Unit No. 2, Lots 36 through 49 and Lots 54 through 68, inclusive.



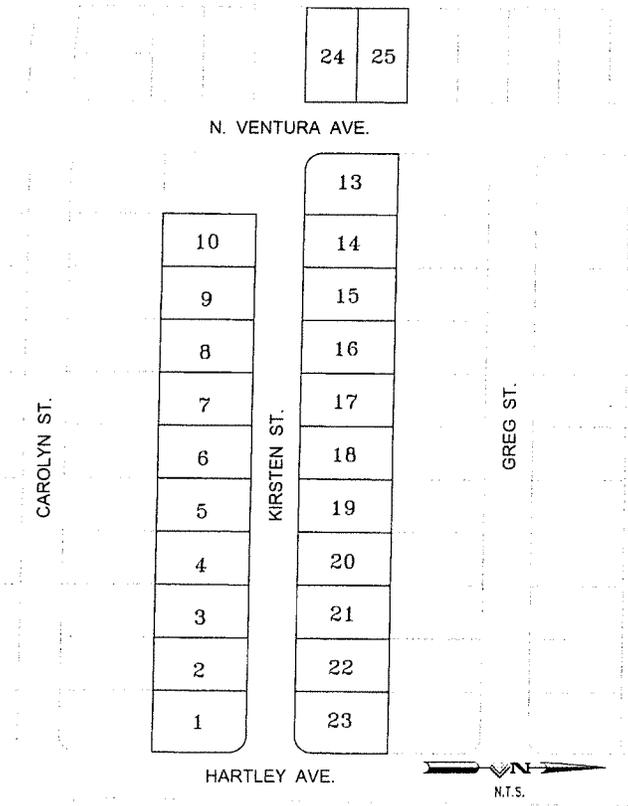
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-21, 128-22, and 128-30, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
 Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "E-3"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 99-01
 Sierra Woods Subdivision, Unit No. 3, Lots 69 through 91, inclusive**

Being a subdivision of the parcel of land shown as remainder per Parcel Map No. 3663, recorded in Book 37 of Parcel Maps, at Page 66, Tulare County Records, situated in a portion of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Sierra Woods Subdivision, Unit No. 3, Lots 69 through 91, inclusive.



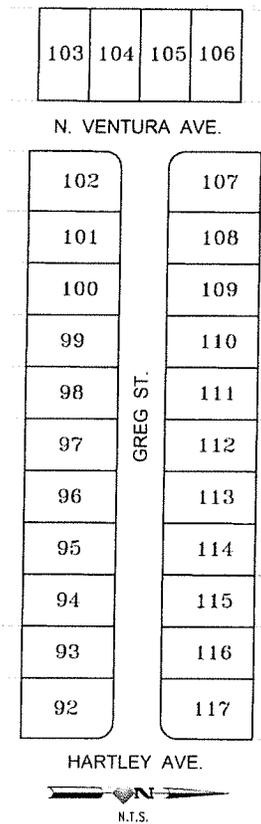
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-22 and 128-30, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
 Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "E-4"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-01
 Sierra Woods Subdivision, Unit No. 4, Lots 92 through 117, inclusive**

Being a portion of the remainder of Sierra Woods Subdivision, Unit No. 3, recorded in Book 37 of Subdivision Maps, at Page 97, Tulare County Records, situated in a portion of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Sierra Woods Subdivision, Unit No. 4, Lots 92 through 117, inclusive.



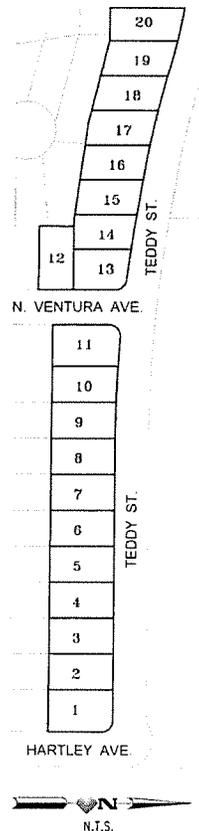
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-22, 128-23, 128-29, and 128-30, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 96-02, 96-03, 99-01, 00-01, & 01-02
Sierra Woods Subdivision, Unit Nos. 1-4, & Sierra Woods II Subdivision, Unit No. 1**

FISCAL YEAR 2020-2021

**EXHIBIT "E-5"
DESCRIPTION FOR
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-02
Sierra Woods II, Unit No. 1, Lots 1 through 20, inclusive**

Being a portion of the remainder of Sierra Woods Subdivision, Unit No. 4, recorded in Book 38 of Subdivision Maps, at Page 8, Tulare County Records, situated in the Southeast quarter of the Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Sierra Woods II Subdivision, Unit No. 1, Lots 1 through 20, inclusive.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-23 and 128-29, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 97-01
Walnut Wood III, Lots 39 through 70 inclusive
Shown as Assessors Map 128-200-23 & 128-190-20 on February 7, 1997**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District No. 97-01, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping and irrigation, street lighting, and block wall, located within Walnut Wood III.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of the maintenance cost on the improvements.

Exhibit "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district, together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 41262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 97-01
Walnut Wood III, Lots 39 through 70 inclusive**

FISCAL YEAR 2020–2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by California Planning & Engineering, Inc. for the City Engineer, dated June 5, 1996. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 97-01
Walnut Wood III, Lots 39 through 70 inclusive**

FISCAL YEAR 2020–2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	4,227	SF	\$0.54	\$2,282.58	\$0.55	\$2,324.85
2	Irrigation Maintenance, Labor/Materials	4,227	SF	\$0.17	\$718.59	\$0.17	\$718.59
3	Electricity-Irrigation	12	Month	\$25.13	\$301.56	\$26.68	\$320.16
4	Lighting System Electricity and Maintenance (Labor/Materials)	6	Each	\$148.52	\$891.12	\$157.72	\$946.32
5	Wall Maintenance, Labor/Materials	500	LF	\$1.70	\$850.00	\$1.80	\$900.00
6	Water Usage	1	LS	\$102.83	\$102.83	\$109.20	\$109.20
Maintenance Costs Subtotal					\$5,146.68		\$5,319.12

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$500.00	\$500.00	\$500.00	\$500.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$620.00		\$620.00

Assessments			
Estimated Annual Total Cost		\$5,766.68	\$5,939.12
Allowed Annual Total Cost			\$3,974.40
Number of Parcels			32
Annual Cost per Parcel			\$124.20
Annual Assessment per Parcel			\$124.20
Percent Increase from Previous Year			0.00%

NOTE: The individual assessment for each parcel for 2020–2021 will remain at \$124.20 per year, the same as for 2019–2020.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 97-01
Walnut Wood III, Lots 39 through 70 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-200-024	\$124.20	Donato Suarez, Jr. 396 E. Front St. Farmersville, CA 93223-1228	1	Walnut Wood III
128-200-025	\$124.20	Joaquin Figueroa 1594 Franquette Ave. Farmersville, CA 93223-3037	2	Walnut Wood III
128-200-026	\$124.20	Lorena Z. & Jesus R. Escobar 1612 Franquette Ave. Farmersville, CA 93223-3043	3	Walnut Wood III
128-200-027	\$124.20	Perla S. Salacup 1569 Franquette Ave. Farmersville, CA 93223-3038	5	Walnut Wood III
128-200-028	\$124.20	Heliodoro Y. Sanchez 1597 Franquette Ave. Farmersville, CA 93223-3038	6	Walnut Wood III
128-200-029	\$124.20	David Luna 1619 Franquette Ave. Farmersville, CA 93223	7	Walnut Wood III
128-200-030	\$124.20	Pedro & Martha Guzman 1626 Franquette Ave. Farmersville, CA 93223-3043	8	Walnut Wood III
128-200-031	\$124.20	Marcela F. & Lee Miller Hill 320 Trinta St. Farmersville, CA 93223-3041	9	Walnut Wood III
128-200-032	\$124.20	Bernardo Gonzalez-Avila 298 Trinta St. Farmersville, CA 93223	10	Walnut Wood III
128-200-033	\$124.20	Veronica R. Mendez 280 Trinta St. Farmersville, CA 93223-3040	11	Walnut Wood III
128-200-034	\$124.20	Guillermo Saucedo 264 Trinta St. Farmersville, CA 93223-3040	12	Walnut Wood III
128-200-035	\$124.20	Delores Mata 1666 Hartley Ave. Farmersville, CA 93223-3045	13	Walnut Wood III

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-200-036	\$124.20	Rebeca Mata 1646 Hartley Ave. Farmersville, CA 93223-3045	14	Walnut Wood III
128-200-037	\$124.20	Abigail Deborah Hernandez 1626 Hartley Ave. Farmersville, CA 93223-3045	15	Walnut Wood III
128-200-038	\$124.20	Manuel H. Sanchez 1606 Hartley Ave. Farmersville, CA 93223	16	Walnut Wood III
128-200-039	\$124.20	John C. & Teresa G. Delvin 1845 Lotman Dr. Santa Cruz, CA 95062-2020	17	Walnut Wood III
128-200-040	\$124.20	Isaac & Michelle R. Rodriguez 1566 Hartley Ave. Farmersville, CA 93223-3050	18	Walnut Wood III
128-200-041	\$124.20	Joaquin & Lorena Miranda 1546 Hartley Ave. Farmersville, CA 93223-3050	19	Walnut Wood III
128-200-042	\$124.20	Santos Rosa E. & Santillan 1524 Hartley Ave. Farmersville, CA 93223	20	Walnut Wood III
128-200-043	\$124.20	Robert A. Hill 1504 Hartley Ave. Farmersville, CA 93223-3050	21	Walnut Wood III
128-200-044	\$124.20	Jose M. Saldana 1484 Hartley Ave. Farmersville, CA 93223-3047	22	Walnut Wood III
128-200-045	\$124.20	Samuel Cabrera 1464 Hartley Ave. Farmersville, CA 93223-3046	23	Walnut Wood III
128-200-046	\$124.20	Maria Castro 1615 Hartley Ave. Farmersville, CA 93223-3044	4	Walnut Wood III
128-200-047	\$124.20	Alvaro & Victoria Alvarado 1595 Hartley Ave. Farmersville, CA 93223-3051	24	Walnut Wood III
128-200-048	\$124.20	David & Nancy Garza 1575 Hartley Ave. Farmersville, CA 93223-3051	25	Walnut Wood III
128-200-049	\$124.20	Roseann Alvarez Bean 1555 Hartley Ave. Farmersville, CA 93223-3051	26	Walnut Wood III
128-200-050	\$124.20	Earldean Mayfield 1535 Hartley Ave. Farmersville, CA 93223	27	Walnut Wood III
128-200-051	\$124.20	Raquel M. Chavez 1515 Hartley Ave. Farmersville, CA 93223-3051	28	Walnut Wood III

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-200-052	\$124.20	Enrique V. & Gladys Y. Briceno 1734 S. Casa Blanca St Visalia CA 93292-4477	29	Walnut Wood III
128-190-022	\$124.20	Franco Jose J. & Maria I. 1475 Hartley Ave. Farmersville, CA 93223	30	Walnut Wood III
128-190-023	\$124.20	Vincente & Alicia Cabrera 1455 Hartley Ave. Farmersville, CA 93223-3048	31	Walnut Wood III
128-190-024	\$124.20	Javier & Bernardina Gomez 1435 Hartley Ave. Farmersville, CA 93223-3048	32	Walnut Wood III
TOTAL 32 LOTS	\$3,974.40			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 97-01
Walnut Wood III, Lots 39 through 70 inclusive**

FISCAL YEAR 2020–2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

East of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, walls, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

INDIVIDUAL COSTS

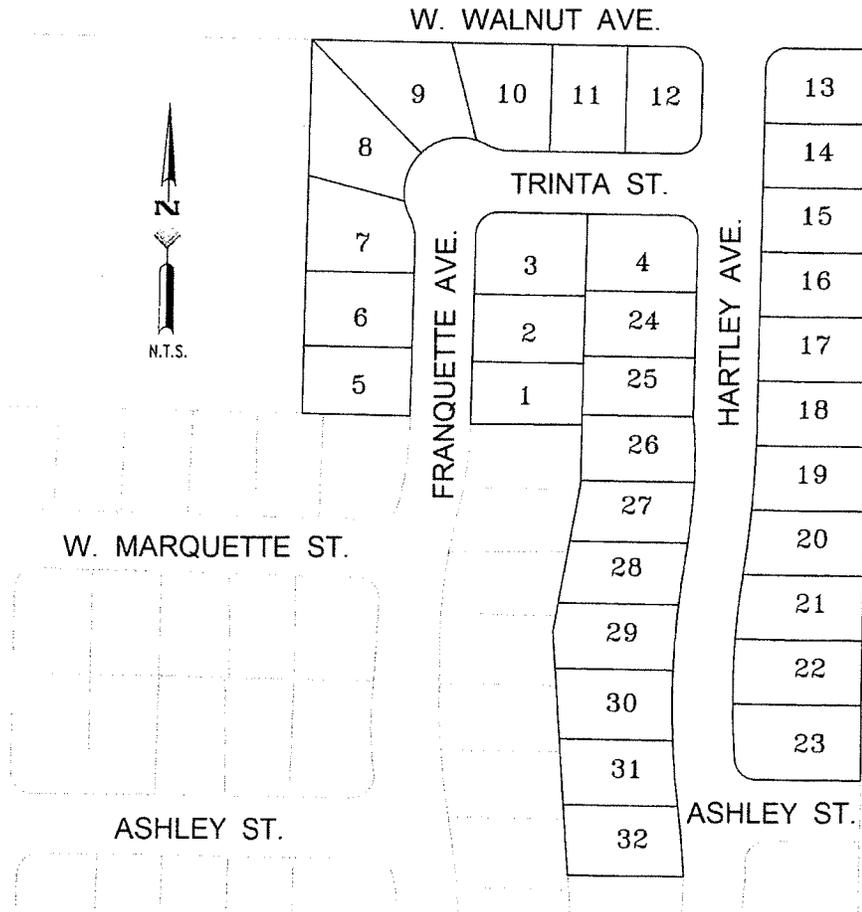
100 percent of the cost of the maintenance and operation are divided equally by 32 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 97-01
 Walnut Wood III, Lots 39 through 70 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "E"
 ASSESSMENT DISTRICT DESCRIPTION**

Being a subdivision of the parcel of land shown as the remainder per Parcel Map 3663, recorded in Book 37 of Parcel Maps, at Page 66, Tulare County Records, situated in a portion of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Walnut Wood Subdivision, Unit III, Lots 39 through 70 inclusive.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-19 and 128-20, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-02
Canal Gardens Subdivision, Lots 1 through 19 inclusive**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District No. 00-02, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of street lighting within Canal Gardens Subdivision.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of the maintenance cost of the improvements.

Exhibit "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district, together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

7/5/2019

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-02
Canal Gardens Subdivision, Lots 1 through 19 inclusive**

FISCAL YEAR 2020–2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by Forrester, Weber & Associates for the City Engineer, dated October 26, 1998. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-02
Canal Gardens Subdivision, Lots 1 through 19 inclusive**

FISCAL YEAR 2020–2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

No.	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	0	SF	\$0.54	\$0.00	\$0.55	\$0.00
2	Irrigation Maintenance, Labor/Materials	0	SF	\$0.17	\$0.00	\$0.17	\$0.00
3	Electricity-Irrigation	0	Month	\$27.35	\$0.00	\$29.26	\$0.00
4	Lighting System Electricity and Maintenance (Labor/Materials)	3	Each	\$154.58	\$463.74	\$165.40	\$496.20
5	Wall Maintenance, Labor/Materials	0	LF	\$2.97	\$0.00	\$3.17	\$0.00
6	Water Usage	0	LS	\$107.02	\$0.00	\$114.51	\$0.00
Maintenance Costs Subtotal					\$463.74		\$496.20

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$500.00	\$500.00	\$500.00	\$500.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$620.00		\$620.00

Assessments			
Estimated Annual Total Cost		\$1,083.74	\$1,116.20
Allowed Annual Total Cost			\$1,010.04
Number of Parcels			19
Annual Cost per Parcel			\$53.16
Annual Assessment per Parcel			\$53.16
Percent Increase from Previous Year			0.00%

NOTE: The individual assessment for each parcel for 2020–2021 will remain at \$53.16 per year, the same as for 2019–2020.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-02
Canal Gardens Subdivision, Lots 1 through 19 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-091-021	\$53.16	Ivan Castillo Anguiano 1334 N. Ventura Ave. Farmersville, CA 93223-3061	1	Canal Gardens Subdivision
128-091-022	\$53.16	Sabrina E. Gomez 1312 N. Ventura Ave. Farmersville, CA 93223-3061	2	Canal Gardens Subdivision
128-091-023	\$53.16	Victor R. Ramirez c/o Ms. Beatrice Rios 1296 N. Ventura Ave. Farmersville, CA 93223-3060	3	Canal Gardens Subdivision
128-091-024	\$53.16	Sergia Prado (TR) P.O. Box 302 Strathmore, CA 93267-0302	4	Canal Gardens Subdivision
128-091-025	\$53.16	Daisy L. Delgado 1272 N. Ventura Ave. Farmersville, CA 93223-3060	5	Canal Gardens Subdivision
128-091-026	\$53.16	Jose Luis Solis 436 Canal Ct. Farmersville, CA 93223-3057	6	Canal Gardens Subdivision
128-091-027	\$53.16	Ronald Bradley & Debora Idalia Roth 414 Canal Ct. Farmersville, CA 93223-3057	7	Canal Gardens Subdivision
128-091-028	\$53.16	Ramon Martinez 392 Canal Ct. Farmersville, CA 93223-3057	8	Canal Gardens Subdivision
128-091-029	\$53.16	Jose Antonio Orozco 385 W Canal Ct. Farmersville CA 93223	9	Canal Gardens Subdivision
128-091-030	\$53.16	Efren Escamilla, Sr. 1102 N. Virginia Ave. Farmersville, CA 93223-1091	10	Canal Gardens Subdivision
128-091-031	\$53.16	Williams Marcia 393 Canal Ct Farmersville Ca 93223-3057	11	Canal Gardens Subdivision
128-091-032	\$53.16	Delia M. Lopez 407 Canal Ct. Farmersville, CA 93223-3057	12	Canal Gardens Subdivision

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-091-033	\$53.16	Maria Elena Orozco 421 Canal Ct. Farmersville, CA 93223-3057	13	Canal Gardens Subdivision
128-091-034	\$53.16	Octavio Casas 210 N. Dwight Ave. Farmersville, CA 93223-1718	14	Canal Gardens Subdivision
128-091-035	\$53.16	Carlos & Ofelia Vela 453 Canal Ct. Farmersville, CA 93223-3057	15	Canal Gardens Subdivision
128-091-036	\$53.16	Ibarra Alfredo 1252 N. Ventura Ave. Farmersville CA 93223-3059	16	Canal Gardens Subdivision
128-091-037	\$53.16	Rebecca & Paul Wing 1240 N. Ventura Ave. Farmersville, CA 93223-3059	17	Canal Gardens Subdivision
128-091-038	\$53.16	Eliborio Castellanos 1220 N. Ventura Ave. Farmersville, CA 93223-3059	18	Canal Gardens Subdivision
128-091-039	\$53.16	Eliborio Castellanos Gutierrez 1220 N Ventura Ave. Farmersville CA 93223	19	Canal Gardens Subdivision
TOTAL 19 LOTS	\$1,010.04			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-02
Canal Gardens Subdivision, Lots 1 through 19 inclusive**

FISCAL YEAR 2020–2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

INDIVIDUAL COSTS:

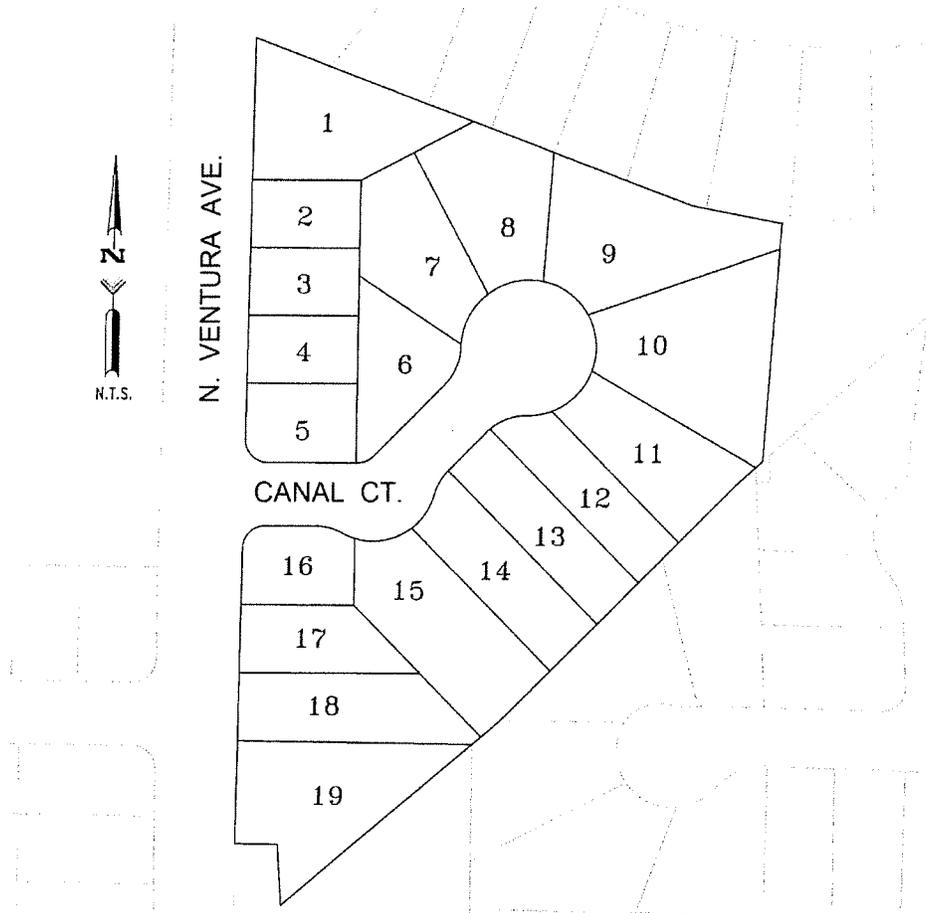
100 percent of the cost of the maintenance and operation are divided equally by 19 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 00-02
Canal Gardens Subdivision, Lots 1 through 19 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "E"
ASSESSMENT DISTRICT DESCRIPTION**

Being a subdivision of a portion of the East half of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, lying South of the centerline of North Branch People's Ditch and North of the North line of Citrus Gardens, situated in the City of Farmersville, County of Tulare, State of California, more particularly described as Canal Gardens Subdivision, Lots 1 through 19 inclusive.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 128-09, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-01
Walnut Wood IV, Lots 71 through 102 inclusive**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District No. 01-01, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping and irrigation, street lighting, and block wall, located within Walnut Wood IV.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of maintenance cost on the improvements.

Exhibit "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district, together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-01
Walnut Wood IV, Lots 71 through 102 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by California Planning & Engineering, Inc., for the City Engineer, dated February 28, 2000. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-01
Walnut Wood IV, Lots 71 through 102 inclusive**

FISCAL YEAR 2020–2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

No.	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	1,512	SF	\$0.54	\$816.48	\$0.55	\$831.60
2	Irrigation Maintenance, Labor/Materials	1,512	SF	\$0.17	\$257.04	\$0.17	\$257.04
3	Electricity-Irrigation	12	Month	\$13.21	\$158.52	\$14.00	\$168.00
4	Lighting System Electricity and Maintenance (Labor/Materials)	4	Each	\$149.39	\$597.56	\$158.35	\$633.40
5	Wall Maintenance, Labor/Materials	189	LF	\$1.71	\$323.19	\$1.81	\$342.09
6	Water Usage	1	LS	\$103.43	\$103.43	\$109.63	\$109.63
Maintenance Costs Subtotal					\$2,256.22		\$2,341.76

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$500.00	\$500.00	\$500.00	\$500.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$620.00		\$620.00

Assessments			
Estimated Annual Total Cost		\$2,876.22	\$2,961.76
Allowed Annual Total Cost			\$2,634.24
Number of Parcels			32
Annual Cost per Parcel			\$82.32
Annual Assessment per Parcel			\$82.32
Percent Increase from Previous Year			0.00%

NOTE: The individual assessment for each parcel for 2020–2021 will remain at \$82.32 per year, the same as for 2019–2020.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-01
Walnut Wood IV, Lots 71 through 102 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-190-026	\$82.32	Juan & Ederia Acevdo De Escamilla 469 Marilyn St. Farmersville, CA 93223-2315	1	Walnut Wood IV
128-190-027	\$82.32	Margarito Santiago 1395 Hartley Ave. Farmersville, CA 93223-3065	2	Walnut Wood IV
128-190-028	\$82.32	Alberto Olea Ramos 1375 Hartley Ave. Farmersville, CA 93223-3065	3	Walnut Wood IV
128-190-029	\$82.32	Jose Lopez Martinez 1355 Hartley Ave. Farmersville, CA 93223-3065	4	Walnut Wood IV
128-190-030	\$82.32	Cha Lor & Keo See 821 N. West St. Visalia, CA 93291-3407	5	Walnut Wood IV
128-190-031	\$82.32	Arbitrage Homes, LLC 1324 E. Monte Vista Ct. Visalia, CA 93292	6	Walnut Wood IV
128-190-032	\$82.32	Johnny, Jr. & Katherine Rocha 1418 Hartley Ave. Farmersville, CA 93223-3062	7	Walnut Wood IV
128-190-033	\$82.32	Alicia C. Longoria 1035 E. Houston Ave., Apt. B Visalia, CA 93292-3820	8	Walnut Wood IV
128-190-034	\$82.32	Salazar Claudia 1376 Hartley Ave. Farmersville, CA 93223-3064	9	Walnut Wood IV
128-190-035	\$82.32	ECP LP 1356 Hartley Ave. Farmersville, CA 93223-3064	10	Walnut Wood IV
128-190-036	\$82.32	Choy & Naka See 1848 W. Connelly Ave. Visalia, CA 93291-3206	11	Walnut Wood IV
128-190-037	\$82.32	Kham & Hai See 821 N. West St. Visalia, CA 93291-3407	12	Walnut Wood IV

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-190-038	\$82.32	Ernesto Gutierrez 253 Chandler St. Farmersville, CA 93223-3066	13	Walnut Wood IV
128-190-039	\$82.32	David Vasquez 271 Chandler St. Farmersville, CA 93223-3066	14	Walnut Wood IV
128-190-040	\$82.32	Norma A. Zermeno 291 Chandler St. Farmersville, CA 93223-3066	15	Walnut Wood IV
128-190-041	\$82.32	Guadalupe & Teresa Jimenez 309 Chandler St. Farmersville, CA 93223-3067	16	Walnut Wood IV
128-190-042	\$82.32	Soun & Ena See 1001 W. Buena Vista Ave. Visalia, CA 93291-2525	17	Walnut Wood IV
128-190-043	\$82.32	Efren Ramirez 357 Chandler St. Farmersville, CA 93223-3067	18	Walnut Wood IV
128-190-044	\$82.32	Terry Espirito P O Box 4023 Visalia, CA 93278	19	Walnut Wood IV
128-190-045	\$82.32	Matias & Alicia A. Mendez 391 Chandler St. Farmersville, CA 93223-3067	20	Walnut Wood IV
128-190-046	\$82.32	Oscar J. Sanchez 2014 Duval Lane Hayward, CA 94545	21	Walnut Wood IV
128-190-047	\$82.32	Olga L. & Jorge Duran 425 Chandler St. Farmersville, CA 93223-3070	22	Walnut Wood IV
128-190-048	\$82.32	Gerardo Garcia 433 Chandler St. Farmersville, CA 93223-3070	23	Walnut Wood IV
128-190-049	\$82.32	Roberto M. Robles 447 Chandler St. Farmersville, CA 93223-3070	24	Walnut Wood IV
128-190-050	\$82.32	Gabriel & Charlotte Arevalo 1355 Tehama Ave. Farmersville, CA 93223-3039	25	Walnut Wood IV
128-190-051	\$82.32	Jose T. Santoyo 1371 Tehama Ave. Farmersville, CA 93223-3039	26	Walnut Wood IV
128-190-052	\$82.32	Maria Ayon 244 S. Ventura Ave., Apt. 26 Farmersville, CA 93223-1851	27	Walnut Wood IV
128-190-053	\$82.32	Jose L. Ayon, Jr. 412 Chandler St. Farmersville, CA 93223-3068	28	Walnut Wood IV

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-190-054	\$82.32	Erik Santillan 396 Chandler St. Farmersville, CA 93223-3069	29	Walnut Wood IV
128-190-055	\$82.32	Mario Hernandez 380 Chandler St. Farmersville, CA 93223-3069	30	Walnut Wood IV
128-190-056	\$82.32	R. Macario & C. Josefina Perez 1363 Franquette Ave. Farmersville, CA 93223-3031	31	Walnut Wood IV
128-190-057	\$82.32	Antonio & Guadalupe Gutierrez 294 Sirena Del Mar Rd. Marina, CA 93933	32	Walnut Wood IV
TOTAL 32 LOTS	\$2,634.24			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-01
Walnut Wood IV, Lots 71 through 102 inclusive**

FISCAL YEAR 2020–2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, walls, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

INDIVIDUAL COSTS

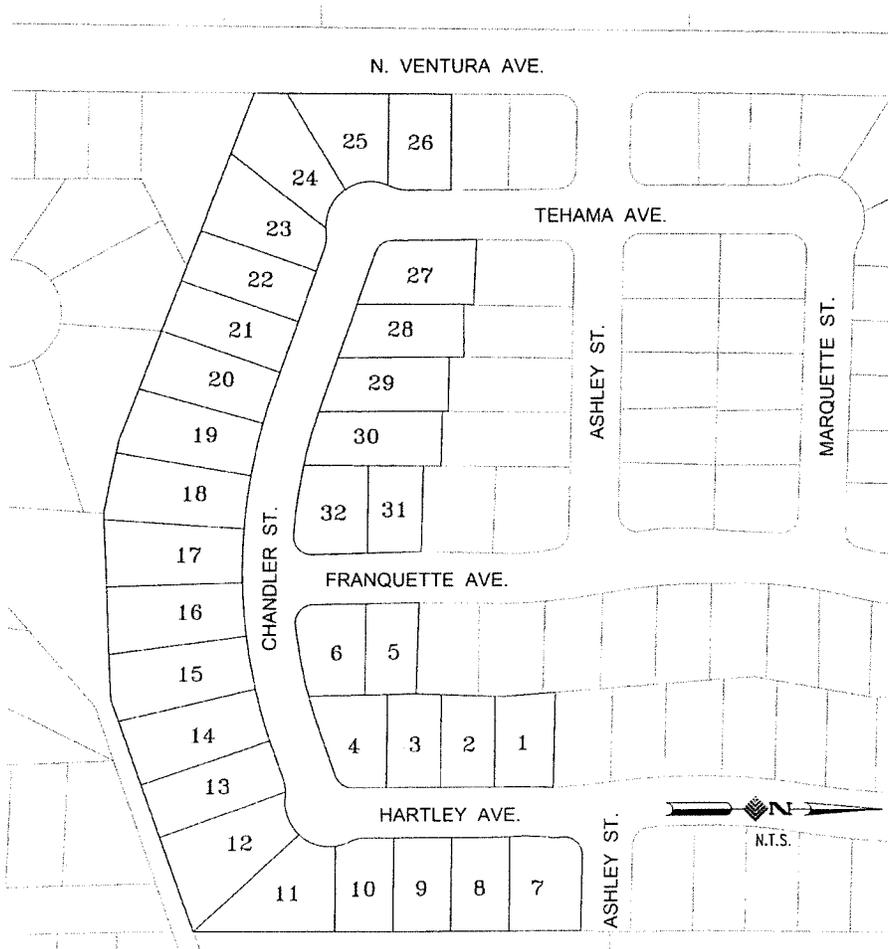
100 percent of the cost of the maintenance and operation are divided equally by 32 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 01-01
Walnut Wood IV, Lots 71 through 102 inclusive**

FISCAL YEAR 2020-2021

**EXHIBIT "E"
ASSESSMENT DISTRICT DESCRIPTION**

Being a portion of the remainder of Walnut Wood Estates No. 3, recorded in Volume 37, at Page 68, Tulare County Records, situated in the Northeast quarter of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Walnut Wood Subdivision, Unit IV, Lots 71 through 102 inclusive.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 128-19, which is incorporated in this Report by reference.

ENGINEER'S REPORT OF CITY OF FARMERSVILLE

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

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District Nos. 04-01, 04-02, and 05-01, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping and irrigation, street lighting, and block wall, located within Sierra Woods West Subdivision, Unit Nos. 1–6.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of the maintenance cost on the improvements.

Exhibits "C-1" through "C-3" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district; together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibits "E-1" through "E-3" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibits "C-1" through "C-3" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

7/5/2019

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by California Planning & Engineering, Inc., for the City Engineer, dated March 13, 2002, August 14, 2003, and August 19, 2004. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	3,330	SF	\$0.54	\$1,798.20	\$0.55	\$1,831.50
2	Irrigation Maintenance, Labor/Materials	3,330	SF	\$0.17	\$566.10	\$0.17	\$566.10
3	Electricity-Irrigation	12	Month	\$38.70	\$464.40	\$40.55	\$486.60
4	Lighting System Electricity and Maintenance (Labor/Materials)	15	Each	\$145.83	\$2,187.45	\$152.82	\$2,292.30
5	Wall Maintenance, Labor/Materials	318	LF	\$1.68	\$534.24	\$1.76	\$559.68
6	Water Usage	1	LS	\$100.96	\$100.96	\$105.80	\$105.80
Maintenance Costs Subtotal					\$5,651.35		\$5,841.98

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$650.00	\$650.00	\$650.00	\$650.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$770.00		\$770.00

Assessments			
Estimated Annual Total Cost		\$6,421.35	\$6,611.98
Allowed Annual Total Cost			\$5,865.50
Number of Parcels			131
Annual Cost per Parcel			\$44.77
Annual Assessment per Parcel			\$44.78
Percent Increase from Previous Year			0.00%

NOTE: The individual assessment for each parcel for 2020-2021 will remain at \$44.78 per year, the same as for 2019-2020.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
 Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "C-1"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 04-01
 Sierra Woods West Subdivision, Unit Nos. 1-3, Lots 1 through 14 and 16 through 54, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-290-012	\$44.78	Alba Dominguez 2091 N. Matthew Ct. Farmersville, CA 93223-2362	36	Sierra Woods West Subdivision, Unit Nos. 1-3
128-290-013	\$44.78	Elisa Loera 2103 N. Matthew Ct. Farmersville, CA 93223-2362	37	Sierra Woods West Subdivision, Unit Nos. 1-3
128-290-014	\$44.78	Jorge Vazquez 2121 N. Matthew Ct. Farmersville, CA 93223-2362	38	Sierra Woods West Subdivision, Unit Nos. 1-3
128-290-017	\$44.78	James S. Martin 2084 N. Matthew Ct. Farmersville, CA 93223-2362	41	Sierra Woods West Subdivision, Unit Nos. 1-3
128-290-036	\$44.78	Susan L. Sanders 13938 North State Hwy 59 Merced, CA 95348	39	Sierra Woods West Subdivision, Unit Nos. 1-3
128-290-037	\$44.78	Barry A. Hale 2100 N. Matthew Ct. Farmersville CA 93223-2362	40	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-009	\$44.78	Jamie & Marilu Ramos 314 W. Elkhorn Ave. Visalia, CA 93277-9155	1	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-010	\$44.78	Maria Vicencio 509 W. Carolyn St. Farmersville, CA 93223-2352	2	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-011	\$44.78	Agustin & Araceli Olivares 1896 N. Matthew Ave. Farmersville, CA 93223-2359	3	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-012	\$44.78	Hernan Jr. & Erica S. Torres 1897 N. Matthew Ave. Farmersville, CA 93223	24	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-013	\$44.78	Jesus M. & Estela Espinoza 1905 N. Matthew Ave. Farmersville, CA 93323-2361	25	Sierra Woods West Subdivision, Unit Nos. 1-3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-014	\$44.78	Gabriel Vargas De Leon 1911 N. Matthew Ave. Farmersville, CA 93223	26	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-015	\$44.78	Jose Alfredo Godinez 1925 N. Matthew Ave. Farmersville, CA 93223-2361	27	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-016	\$44.78	Sandra Reyna 1939 N. Matthew Ave. Farmersville, CA 93223-2361	28	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-017	\$44.78	Hilda Diaz 3721 E. Vassar Ct. Visalia, CA 93292-4423	29	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-018	\$44.78	Aurora Flores Lopez 1971 N. Matthew Ave. Farmersville, CA 93223-2361	30	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-019	\$44.78	John C. Abraham 1991 N. Matthew Ave. Farmersville, CA 93223-2361	31	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-020	\$44.78	Tony Fernandez 2011 N. Matthew Ct. Farmersville, CA 93223-2362	32	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-021	\$44.78	Laureano S. & Rosa E. Diaz 631 W. Greg St. Farmersville, CA 93223-2364	33	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-022	\$44.78	Isaac E. Romero 630 W. Greg St. Farmersville, CA 93223-2363	34	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-023	\$44.78	Jose L. Calderon, Jr. 588 W Greg St. Farmersville, CA 93223-2366	35	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-024	\$44.78	Francisco E. & Maria Ana Diaz 2064 N. Matthew Ct. Farmersville, CA 93223-2362	42	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-025	\$44.78	Jose Octavio Ramirez 2044 N. Matthew Ct. Farmersville, CA 93223	43	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-026	\$44.78	Jesse Lopez 2024 N. Matthew Ct. Farmersville, CA 93223-2362	44	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-027	\$44.78	Steven T. Chavez 2004 N. Matthew Ave. Farmersville, CA 93223-2362	45	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-028	\$44.78	Rosa Maria Barrios 1984 N. Matthew Ct. Farmersville, CA 93223	46	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-029	\$44.78	Michael Felix Olea 1966 N. Matthew Ct. Farmersville, CA 93223-2365	47	Sierra Woods West Subdivision, Unit Nos. 1-3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-030	\$44.78	Edward Teofilo Hernandez 1948 N. Matthew Ct. Farmersville, CA 93223-2365	48	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-031	\$44.78	Erika B. Herrera 1936 N. Matthew Ct. Farmersville, CA 93223-2365	49	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-032	\$44.78	Gricelda Aguirre 1918 N. Matthew Ct. Farmersville, CA 93223	50	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-033	\$44.78	Gilberto & Maria Colaso 530 W. Carolyn St. Farmersville, CA 93223-2351	51	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-034	\$44.78	Jose L. & Bertha F. Ortiz 156 San Simeon Dr. Watsonville, CA 95076-0946	52	Sierra Woods West Subdivision, Unit Nos. 1-3
128-300-035	\$44.78	Manuel Casas, Jr. 494 W. Carolyn St. Farmersville, CA 93223-2350	53	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-010	\$44.78	Leticia G. Decastillo 1882 N. Matthew Ave. Farmersville, CA 93223-2359	4	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-011	\$44.78	Clemente Castellanos 1862 N. Matthew Ave. Farmersville, CA 93223-2359	5	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-012	\$44.78	Mercedes Mendoza 1842 N. Matthew Ave. Farmersville, CA 93223-2359	6	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-013	\$44.78	Alfonso & Sandra K. Aguilar, Jr. 1822 N. Matthew Ave. Farmersville, CA 93223-2359	7	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-014	\$44.78	Angelica & Gabriel Chavez 1810 N. Matthew Ave. Farmersville, CA 93223-2359	8	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-015	\$44.78	Adrian Lopez-Jauregui 1790 N. Matthew Ave. Farmersville, CA 93223-2356	9	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-016	\$44.78	Salvador C. Solis 1770 N. Matthew Ave. Farmersville, CA 93223-2356	10	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-017	\$44.78	Martin Chavez, Jr. 1750 N. Matthew Ave. Farmersville, CA 93223-2356	11	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-018	\$44.78	Gabriel Figueroa 1730 N. Matthew Ave. Farmersville, CA 93223-2356	12	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-019	\$44.78	Dustin O. Conley 1710 N. Matthew Ave. Farmersville, CA 93223-2356	13	Sierra Woods West Subdivision, Unit Nos. 1-3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-310-020	\$44.78	Kevin S. & Barbara J. Benson 15200 Oak Ranch Dr. Visalia, CA 93292-2374	14	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-022	\$44.78	Emanuel Guzman 1711 N Matthew Ave. Farmersville, CA 93223-2357	15	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-023	\$44.78	Jorge L. Ramos 1751 N. Matthew Ave. Farmersville, CA 93223-2358	16	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-024	\$44.78	Francine Chavers 1771 N. Matthew Ave. Farmersville, CA 93223-2358	17	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-025	\$44.78	Jessica Cruz Lopez 1791 N Matthew Ave Farmersville CA 93223	18	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-026	\$44.78	Esteban Barrios Hernandez 1813 N. Matthew Ave. Farmersville, CA 93223-2360	19	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-027	\$44.78	Jesus Garcia 1825 N. Matthew Ave. Farmersville, CA 93223-2360	20	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-028	\$44.78	J. Guadalupe & Beatriz Saldana P.O. Box 14 Farmersville, CA 93223	21	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-029	\$44.78	Vicente & Emma Alfaro 1865 N. Matthew Ave. Farmersville, CA 93223-2360	22	Sierra Woods West Subdivision, Unit Nos. 1-3
128-310-030	\$44.78	Jose & Teresa Saldivar 1885 N. Matthew Ave. Farmersville, CA 93223-2360	23	Sierra Woods West Subdivision, Unit Nos. 1-3
TOTAL 53 LOTS	\$2,373.34			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "C-2"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 04-02
Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5, Lots 55 through 98, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-290-019	\$44.78	Hernan Robles Ruvalcaba 2095 N. Virginia Ct. Farmersville, CA 93223	72	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-020	\$44.78	Jason & Marguerite Martin 2115 N. Virginia Ct. Farmersville, CA 93223	73	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-021	\$44.78	Oscar & Araceli Moreno 2135 N. Virginia Ct. Farmersville, CA 93223	74	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-022	\$44.78	Carmen A. Avelar 2150 N. Virginia Ct. Farmersville, CA 93223	75	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-023	\$44.78	Robert Loreda 2130 N. Virginia Ct. Farmersville CA 93223	76	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-024	\$44.78	Alberto Figueroa & Maria Lina 2110 N. Virginia Ct. Farmersville, CA 93223	77	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-025	\$44.78	Oscar & Esther Saldana De Gonzalez 2094 N. Virginia Ct. Farmersville, CA 93223	78	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-026	\$44.78	Jose Carlos Ramirez 2093 N. June Ct. Visalia, CA 93292	84	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-027	\$44.78	Gary O. Lawrence (Tr)(Fam Tr) 294 Sirena Del Mar Rd. Marina, CA 93933	85	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-028	\$44.78	Cory Arthur Lopez 2141 N. June Ct. Farmersville, CA 93223	86	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-029	\$44.78	Glenn D. & Valucha Hamovitz 1201 S. Roxbury Dr. #208 Los Angeles, CA 90035-1040	87	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-290-030	\$44.78	Isidro Dorantes 2170 N. June Ct. Farmersville, CA 93223	88	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-031	\$44.78	Gabriel Grandeno Urbano 2150 N. June Ct. Farmersville, CA 93223-2372	89	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-032	\$44.78	Adalaberto Vidana 2130 N. June Ct. Farmersville, CA 93223	90	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-033	\$44.78	William & Renee Davis 2110 N. June Ct. Farmersville, CA 93223	91	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-290-034	\$44.78	Timothy B. Turner 2094 N. June Ct. Farmersville, CA 93223	92	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-037	\$44.78	Luis Alberto Calderon Vazquez 645 W Greg St Farmersville CA 93223	55	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-038	\$44.78	Sara L. Duran 665 W. Greg St. Farmersville, CA 93223	56	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-039	\$44.78	Ruben Sanchez 675 W. Greg St. Farmersville, CA 93223-2364	57	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-040	\$44.78	Timothy D. Williams 701 W. Greg St. Farmersville, CA 93223	58	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-041	\$44.78	Gilbert Alvarez 723 W. Greg St. Farmersville, CA 93223	59	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-042	\$44.78	Tramon Zambrano 751 W. Greg St. Farmersville, CA 93223	60	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-043	\$44.78	Maria E. and Jose D. Vidana 777 W. Greg St. Farmersville, CA 93223	61	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-044	\$44.78	Ricardo Cisneros 801 W. Greg St. Farmersville, CA 93223	62	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-045	\$44.78	Bravo Araceli 831 W. Greg St. Farmersville, CA 93223	63	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-046	\$44.78	Miguel & Elizabeth Gomez 80653 Virginia Ave Indio, CA 92201	64	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-047	\$44.78	Irene R & Kara Rae Taff 877 W. Greg St. Farmersville, CA 93223	65	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-048	\$44.78	Veronica Carmona 2014 N. Virginia Ct. Farmersville, CA 93223	66	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-049	\$44.78	Amparo Torres 13824 Ave. 336 Visalia, CA 93292	67	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-050	\$44.78	Jose R. Santillan 2011 N. Virginia Ct. Farmersville, CA 93223	68	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-051	\$44.78	Christopher Cesena 2033 N. Virginia Ct. Farmersville, CA 93223	69	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-052	\$44.78	Olivia A. Reyes 2055 N. Virginia Ct. Farmersville, CA 93223	70	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-053	\$44.78	Victoria Marquez 2075 N. Virginia Ct. Farmersville, CA 93223	71	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-054	\$44.78	Rodolfo Ramirez 880 W. Greg St. Farmersville, CA 93223	79	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-055	\$44.78	Audel M. Rodriguez 876 W. Greg St. Farmersville, CA 93223	80	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-056	\$44.78	Cristal M. Rodarte 850 W. Greg St. Farmersville, CA 93223	81	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-057	\$44.78	Donald Ray League II 2053 N. June Ct. Farmersville, CA 93223	82	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-058	\$44.78	Milton Edgar Solis 2073 N. June Ct. Farmersville, CA 93223	83	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-059	\$44.78	Juan M. Rivera-Castro 495 Teddy St. Farmersville, CA 93223	93	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-060	\$44.78	Ruben & Esmeralda Cano Nungaray 2054 N. June Ct. Farmersville, CA 93223	94	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-061	\$44.78	Luis & Cindy Gutierrez 2053 N. Steven Ave. Farmersville, CA 93223	95	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-062	\$44.78	Maria Medina 2073 N. Steven Ave. Farmersville, CA 93223	96	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
128-300-063	\$44.78	Gallardo Maria 2054 N. Steven Ave. Farmersville, CA 93223	97	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-064	\$44.78	Mirna Pablo 17101 Benicia Road Madera, CA 93636	98	Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5
TOTAL 44 LOTS	\$1,970.32			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
 Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "C-3"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 05-01
 Sierra Woods West Subdivision, Unit No. 6, Lots 99 through 132, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-290-038	\$44.78	Clemente Jimenez Palacios 2094 N. Steven Ave. Farmersville, CA 93223-2204	99	Sierra Woods West Subdivision, Unit No. 6
128-290-039	\$44.78	Alexandro & Nora R. Vargas 2110 N. Steven Ave. Farmersville, CA 93223	100	Sierra Woods West Subdivision, Unit No. 6
128-290-040	\$44.78	Antonio & Juana Santillan 2130 N. Steven Ave. Farmersville, CA 93223	101	Sierra Woods West Subdivision, Unit No. 6
128-290-041	\$44.78	Gregorio B. & Julia M. Gudino 2150 N. Steven Ave. Farmersville, CA 93223	102	Sierra Woods West Subdivision, Unit No. 6
128-290-042	\$44.78	Ritesh & Shefali Trivedi (TRS)(TRIVIDA TR) 2272 W. Cantara Dr. Dublin, CA 94568	103	Sierra Woods West Subdivision, Unit No. 6
128-290-043	\$44.78	Juan C. & Maria R. Orozco 12106 Old Redwood Highway Healdsburg, CA 95448	104	Sierra Woods West Subdivision, Unit No. 6
128-290-044	\$44.78	Alejandro Vences Hernandez 676 W. Teddy St. Farmersville, CA 93223	105	Sierra Woods West Subdivision, Unit No. 6
128-290-045	\$44.78	Salvador Gonzalez 700 W. Teddy St. Farmersville, CA 93223	106	Sierra Woods West Subdivision, Unit No. 6
128-290-046	\$44.78	Tomas & Laura Ramos 724 W. Teddy St. Farmersville, CA 93223	107	Sierra Woods West Subdivision, Unit No. 6
128-290-047	\$44.78	Johnny Wayne Graves, Jr. 750 W. Teddy St. Farmersville, CA 93223	108	Sierra Woods West Subdivision, Unit No. 6
128-290-048	\$44.78	Alvara Mena 776 W. Teddy St. Farmersville, CA 93223	109	Sierra Woods West Subdivision, Unit No. 6

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-290-049	\$44.78	Silvia S Perez 780 W. Teddy St. Farmersville, CA 93223	110	Sierra Woods West Subdivision, Unit No. 6
128-290-050	\$44.78	Pascual Zambrano 800 W. Teddy St. Farmersville, CA 93223	111	Sierra Woods West Subdivision, Unit No. 6
128-290-051	\$44.78	Reginald M. Lumagui & Anabel C. May 824 W. Teddy St. Farmersville, CA 93223	112	Sierra Woods West Subdivision, Unit No. 6
128-290-052	\$44.78	Patricia Garcia-Tapia 850 W Teddy St. Farmersville, CA 93223	113	Sierra Woods West Subdivision, Unit No. 6
128-290-053	\$44.78	Belen Contreras 876 W. Teddy St. Farmersville, CA 93223	114	Sierra Woods West Subdivision, Unit No. 6
128-290-054	\$44.78	Louis A. & Luz Elidia Celaya 880 W. Teddy St. Farmersville, CA 93223	115	Sierra Woods West Subdivision, Unit No. 6
128-290-055	\$44.78	Ruperto & Griselda Barajas 900 W. Teddy St. Farmersville, CA 93223	116	Sierra Woods West Subdivision, Unit No. 6
128-290-056	\$44.78	John C. & Vickie Lawrence 3843 E Cambridge Ave. Visalia, CA 93292	117	Sierra Woods West Subdivision, Unit No. 6
128-290-057	\$44.78	Robert & Myrna Navarro 940 W. Teddy St. Farmersville, CA 93223	118	Sierra Woods West Subdivision, Unit No. 6
128-290-058	\$44.78	Victoria & Jose Ramirez 941 W. Teddy St. Farmersville, CA 93223-2220	119	Sierra Woods West Subdivision, Unit No. 6
128-290-059	\$44.78	Delia Garibay De Saucedo 921 W Teddy St Farmersville CA 93223	120	Sierra Woods West Subdivision, Unit No. 6
128-290-060	\$44.78	Carmen V. Alvarez 901 W. Teddy St. Farmersville, CA 93223	121	Sierra Woods West Subdivision, Unit No. 6
128-290-061	\$44.78	Abel De Loza 881 W. Teddy St. Farmersville, CA 93223	122	Sierra Woods West Subdivision, Unit No. 6
128-290-062	\$44.78	Gerardo Deloera Lopez 877 W. Teddy St. Farmersville, CA 93223-2219	123	Sierra Woods West Subdivision, Unit No. 6
128-290-063	\$44.78	Horacio Delgadillo Gomez 831 W. Teddy St. Farmersville, CA 93223	124	Sierra Woods West Subdivision, Unit No. 6
128-290-064	\$44.78	Hector Castellanos 801 W. Teddy St. Farmersville, CA 93223	125	Sierra Woods West Subdivision, Unit No. 6

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-290-065	\$44.78	Juan Carlos Rodriguez 771 W. Teddy St. Farmersville, CA 93223-2221	126	Sierra Woods West Subdivision, Unit No. 6
128-290-066	\$44.78	Octacio & Maria C. Ruelas 731 W. Teddy St. Farmersville, CA 93223	127	Sierra Woods West Subdivision, Unit No. 6
128-290-067	\$44.78	Guadalupe Vargas 2171 N. Steven Ave. Farmersville, CA 93223	128	Sierra Woods West Subdivision, Unit No. 6
128-290-068	\$44.78	Yasmin C. Aguiano 2151 N. Steven Ave. Farmersville, CA 93223	129	Sierra Woods West Subdivision, Unit No. 6
128-290-069	\$44.78	Vicente Z. Barrera 2131 N. Steven Ave Farmersville, CA 93223	130	Sierra Woods West Subdivision, Unit No. 6
128-290-070	\$44.78	Victoria Duran 2111 N. Steven Ave. Farmersville, CA 93223	131	Sierra Woods West Subdivision, Unit No. 6
128-290-071	\$44.78	Enrique Cortez 2093 N. Steven Ave. Farmersville, CA 93223-2205	132	Sierra Woods West Subdivision, Unit No. 6
TOTAL 34 LOTS	\$1,522.52			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, walls, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

Lot 54 is dedicated to the City of Farmersville as a lot for a municipal water well and is not included in the assessment district.

INDIVIDUAL COSTS

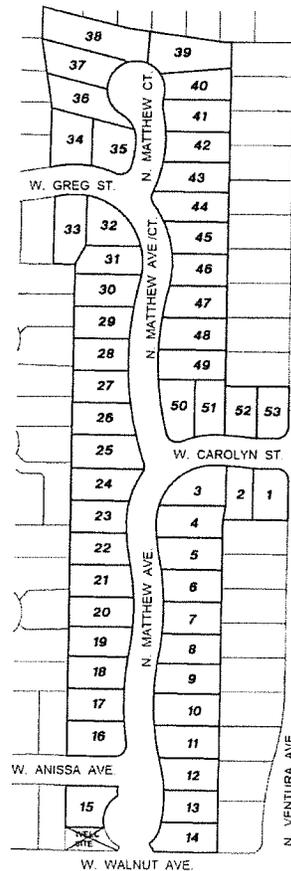
100 percent of the cost of the maintenance and operation are divided equally by 131 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "E-1"
DESCRIPTION FOR
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 04-01
Sierra Woods West Subdivision, Unit Nos. 1-3, Lots 1 through 14 and 16 through 54, inclusive**

Being the remainder of Sierra Woods Subdivision II, Unit No. 1, recorded in Book 38 of Subdivision Maps, at Page 85, Tulare County Records, situated in a portion of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Sierra Woods West Subdivision, Unit Nos. 1-3, Lots 1-53, inclusive.



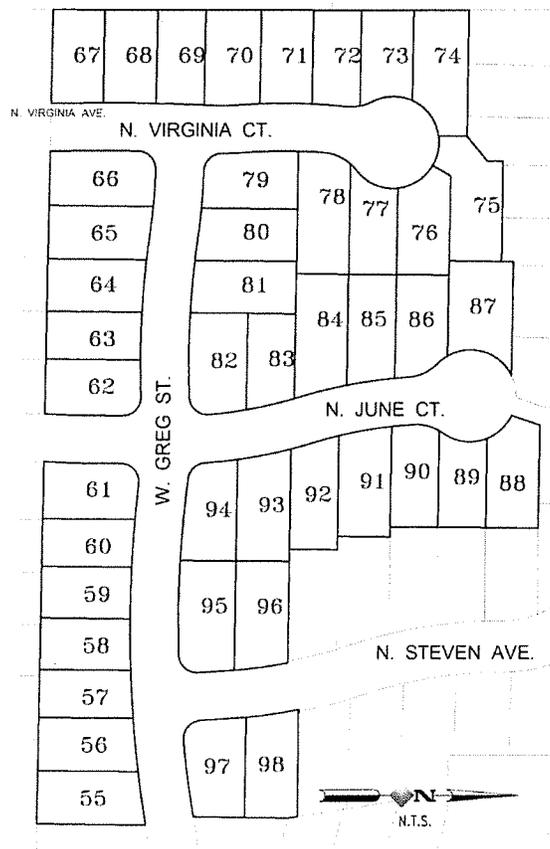
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-29, 128-30, and 128-31, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
 Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "E-2"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 04-02
 Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5, Lots 55 through 98, inclusive**

That portion designated as "Remainder" of Sierra Woods West Phases 1, 2, and 3, in the City of Farmersville, County of Tulare, State of California, as recorded in Book 39 of Subdivision Maps, at Page 61, Tulare County Records, situated in a portion of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, more particularly described as Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5, Lots 55 through 98, inclusive.



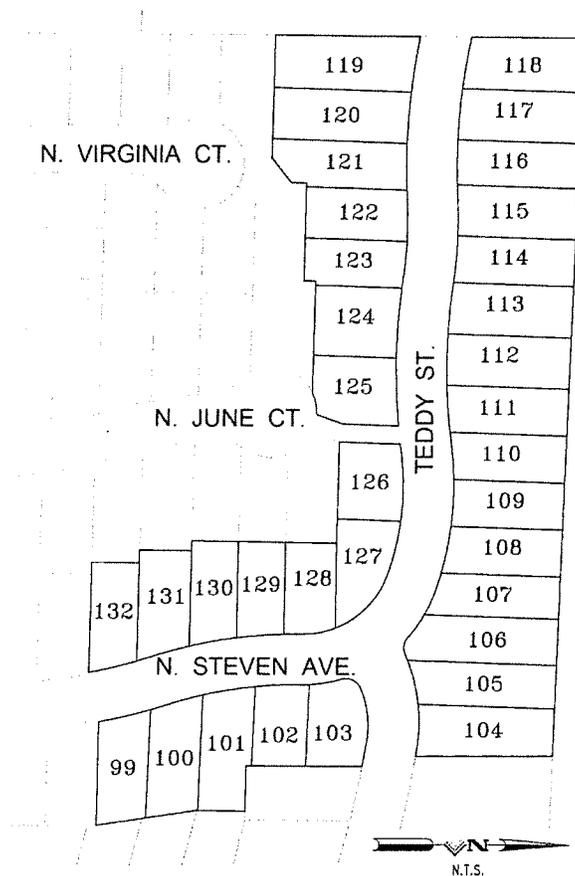
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-29 and 128-30, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NOS. 04-01, 04-02, & 05-01
Sierra Woods West Subdivision, Unit Nos. 1-3, Unit Nos. 4-5, & Unit No. 6**

FISCAL YEAR 2020-2021

**EXHIBIT "E-3"
DESCRIPTION FOR
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 05-01
Sierra Woods West Subdivision, Unit No. 6, Lots 99 through 132, inclusive**

That portion designated as "Remainder" of Sierra Woods West Phases 1, 2, and 3, in the City of Farmersville, County of Tulare, State of California, as recorded in Book 39 of Subdivision Maps, at Page 61, Tulare County Records, situated in a portion of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, more particularly described as Sierra Woods West Subdivision, Unit No. 6, Lots 99 through 132, inclusive.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 128-29, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-01
Walnut Creek Subdivision**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District No. 2008-01, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping and irrigation, street lighting, and block wall within the Walnut Creek Subdivision.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of maintenance cost on the improvements.

Exhibit "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district, together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-01
Walnut Creek Subdivision**

FISCAL YEAR 2020–2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by Neil Zerlang – Land Surveyor for the City Engineer, dated August 14, 2006. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-01
Walnut Creek Subdivision**

FISCAL YEAR 2020–2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	2,024	SF	\$0.54	\$1,092.96	\$0.55	\$1,113.20
2	Irrigation Maintenance, Labor/Materials	2,024	SF	\$0.17	\$344.08	\$0.17	\$344.08
3	Electricity-Irrigation	12	Month	\$25.61	\$307.32	\$26.73	\$320.76
4	Lighting System Electricity and Maintenance (Labor/Materials)	13	Each	\$144.83	\$1,882.79	\$151.20	\$1,965.60
5	Wall Maintenance, Labor/Materials	253	LF	\$2.78	\$703.34	\$2.90	\$733.70
6	Water Usage	1	LS	\$100.26	\$100.26	\$104.67	\$104.67
Maintenance Costs Subtotal					\$4,430.75		\$4,582.01

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$500.00	\$500.00	\$500.00	\$500.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$620.00		\$620.00

Assessments				
	Estimated Annual Total Cost		\$5,050.75	\$5,202.01
	Allowed Annual Total Cost			\$5,202.27
	Number of Parcels			67
	Annual Cost per Parcel			\$77.64
Annual Assessment per Parcel				\$77.64
	Percent Increase from Previous Year			2.99%

NOTE: The individual assessment for each parcel for 2020–2021 will be \$77.64 per year, which is an increase of 2.99 percent from the 2019–2020 assessment of \$75.38 per year.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-01
Walnut Creek Subdivision**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-340-001	\$77.64	Maria Guadalupe Aguilar 1595 N. Ventura Ave. Farmersville, CA 93223-2304	1	Walnut Creek
128-340-002	\$77.64	Gerardo Ramos 1575 N. Ventura Ave. Farmersville, CA 93223-2304	2	Walnut Creek
128-340-003	\$77.64	Yesenia S. Servin 1555 N. Ventura Ave. Farmersville, CA 93223-2304	3	Walnut Creek
128-340-004	\$77.64	Erlinda T. Deniz 1535 N. Ventura Ave. Farmersville, CA 93223-2304	4	Walnut Creek
128-340-005	\$77.64	Santo Santiago Perez-Sandoval 1515 N. Ventura Ave. Farmersville, CA 93223	5	Walnut Creek
128-340-006	\$77.64	Maria T. Lemuz 1495 N. Ventura Ave. Farmersville, CA 93223	6	Walnut Creek
128-340-007	\$77.64	Jose A. Aguirre 1475 N. Ventura Ave. Farmersville, CA 93223-3023	7	Walnut Creek
128-350-001	\$77.64	Juan Solis 1455 No. Ventura Ave. Farmersville, CA 93223	8	Walnut Creek
128-350-002	\$77.64	Rosa J. Alonzo 1415 No. Ventura Ave. Farmersville, CA 93223	9	Walnut Creek
128-350-003	\$77.64	Juan Carlos Rodriguez Olmos 1395 N. Ventura Ave. Farmersville, CA 93223-3019	10	Walnut Creek
128-350-004	\$77.64	Epolito Guzman Preciado 1375 N. Ventura Ave. Farmersville, CA 93223-3019	11	Walnut Creek
128-350-005	\$77.64	Luis E. Lopez 1355 N. Ventura Ave. Farmersville, CA 93223	12	Walnut Creek

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-350-006	\$77.64	Luis A. Aguayo Escobar 1356 N. Matthew Ave. Farmersville, CA 93223	13	Walnut Creek
128-350-007	\$77.64	Gregoria Mendivil 1376 N. Matthew Ave. Farmersville, CA 93223	14	Walnut Creek
128-350-008	\$77.64	Yenilia Gomez 1396 No. Mathew Ave. Farmersville, CA 93223	15	Walnut Creek
128-350-009	\$77.64	Yesenia Cisneros 1418 N. Matthew Ave. Farmersville, CA 93223	16	Walnut Creek
128-350-010	\$77.64	Edbin E. Morales-Gonzalez 1464 No. Matthew Ave. Farmersville, CA 93223	17	Walnut Creek
128-340-008	\$77.64	Cesar Alvarez 1484 Matthew Ave. Farmersville, CA 93223	18	Walnut Creek
128-340-009	\$77.64	Guadalupe Romero Flores (TOD DEED) 1504 Matthew Ave. Farmersville, CA 93223-2392	19	Walnut Creek
128-340-010	\$77.64	Alex Calderon 1524 N. Mathew Ave. Farmersville, CA 93223	20	Walnut Creek
128-340-011	\$77.64	Jesusa Andrea Barrera 1546 Mathew Ave. Farmersville, CA 93223	21	Walnut Creek
128-340-012	\$77.64	Eckachai Aihai David Keovilay 1566 Matthew Ave. Farmersville, CA 93223	22	Walnut Creek
128-340-013	\$77.64	Adalberto Carmona 1586 N. Matthew Ave. Farmersville, CA 93223	23	Walnut Creek
128-340-014	\$77.64	Jose D. Vela 1606 N. Mathew Ave. Farmersville, CA 93223	24	Walnut Creek
128-340-015	\$77.64	Cesar Castellanos 1626 N. Matthew Ave. Farmersville, CA 93223-1043	25	Walnut Creek
128-340-016	\$77.64	Rufina Comonfort 1646 N. Matthew Ave. Farmersville, CA 93223-1043	26	Walnut Creek
128-340-017	\$77.64	Jaime Cendejas Gonzalez 1666 N. Mathew Ave. Farmersville, CA 93223-1043	27	Walnut Creek
128-340-018	\$77.64	Alejandro Ramirez 1665 N. Matthew Ave. Farmersville, CA 93223-1045	28	Walnut Creek

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-340-019	\$77.64	Jonathan Camacho Lomeli 1645 N. Matthew Ave. Farmersville, CA 93223-1045	29	Walnut Creek
128-340-020	\$77.64	Juan Carlos Alatorre 1625 N. Matthew Ave. Farmersville, CA 93223-1045	30	Walnut Creek
128-340-021	\$77.64	Maygualida Correa 1605 N. Matthew Ave. Farmersville, CA, 93223-1045	31	Walnut Creek
128-340-022	\$77.64	Carlos Solis 1565 N. Matthew Ave. Farmersville, CA 93223	32	Walnut Creek
128-340-023	\$77.64	Gerardo Garcia Gutierrez 1545 N. Matthew Ave. Farmersville, CA, 93223	33	Walnut Creek
128-340-024	\$77.64	Lauriano Garcia Garcia 1525 No. Matthew Ave. Farmersville, CA, 93223	34	Walnut Creek
128-340-025	\$77.64	Carlos Adrian Cerros 1505 N. Matthew Ave. Farmersville, CA, 93223	35	Walnut Creek
128-340-026	\$77.64	Heriberto Reyes Gaytan 1485 No. Matthew Ave. Farmersville, CA, 93223	36	Walnut Creek
128-350-011	\$77.64	Lourdes Contreras Montoya 1465 No. Matthew Ave. Farmersville, CA, 93223	37	Walnut Creek
128-350-012	\$77.64	Andres Bravo Larios 1445 N. Mathew Ave. Farmersville, CA, 93223	38	Walnut Creek
128-350-013	\$77.64	Marco Antonio Jacobo 1425 Matthew Ave. Farmersville, CA, 93223	39	Walnut Creek
128-350-014	\$77.64	Manuel Cazarez Sanchez 1405 N. Mathew Ave. Farmersville, CA, 93223	40	Walnut Creek
128-350-015	\$77.64	Charlene Amber Cantrell 1385 N. Mathew Ave. Farmersville, CA, 93223	41	Walnut Creek
128-350-016	\$77.64	Juan Flores 1365 N. Matthew Ave. Farmersville, CA, 93223	42	Walnut Creek
128-350-017	\$77.64	Georgina Rebolledo 1364 N. Steven Ave. Farmersville, CA, 93223-1031	43	Walnut Creek
128-350-018	\$77.64	Jonathan Clemente 1384 N. Steven Ave. Farmersville, CA 93223-1031	44	Walnut Creek

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-350-019	\$77.64	Marcos V. & Prisila Gaitan 1404 No. Steven Ave. Farmersville, CA 93223	45	Walnut Creek
128-350-020	\$77.64	Marthell Vazquez Suarez 1424 N. Steven Ave. Farmersville, CA 93223	46	Walnut Creek
128-350-021	\$77.64	Martin & Rosa Elizabeth Gonzalez 1444 N. Steven Ave. Farmersville, CA 93223	47	Walnut Creek
128-350-022	\$77.64	Crystal Gutierrez Negrete 1464 N. Steven Ave. Farmersville, CA 93223	48	Walnut Creek
128-340-027	\$77.64	Marco Guadalupe Torres Lopez 1486 N. Steven Ave. Farmersville, CA 93223	49	Walnut Creek
128-340-028	\$77.64	Roman Padilla Suarez 1506 N. Stevens Ave. Farmersville, CA 93223	50	Walnut Creek
128-340-029	\$77.64	Marcial Franco 1526 Steven Ave. Farmersville, CA 93223	51	Walnut Creek
128-340-030	\$77.64	Ricardo Vargas 1546 Steven Ave. Farmersville, CA 93223	52	Walnut Creek
128-340-031	\$77.64	Jorge Alejandro Leal Fernandez 1566 Steven Ave. Farmersville, CA 93223	53	Walnut Creek
128-340-032	\$77.64	Charles W. Williams 632 Marquette St. Farmersville, CA 93223-3078	54	Walnut Creek
128-340-033	\$77.64	Jiechi Wei 658 Marquette St. Farmersville, CA 93223	55	Walnut Creek
128-340-034	\$77.64	Viviana Martinez 1596 N. Steven Ave. Farmersville, CA 93223-1027	56	Walnut Creek
128-340-035	\$77.64	Anna Garcia 1576 Steven Ave. Farmersville, CA 93223	57	Walnut Creek
128-340-036	\$77.64	Margarita Garcia 1555 Steven Ave. Farmersville, CA 93223	58	Walnut Creek
128-340-037	\$77.64	Maria Del Carmen Hernandez 1535 N. Steven Ave. Farmersville, CA 93223	59	Walnut Creek
128-340-038	\$77.64	David Rodriguez 1515 Steven Ave. Farmersville, CA 93223	60	Walnut Creek

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-340-039	\$77.64	Ana Rosa Rodriguez 1495 N. Steven Ave. Farmersville, CA 93223	61	Walnut Creek
128-350-023	\$77.64	Roman & Alejandra Maldonado 1475 N. Steven Ave. Farmersville, CA 93223	62	Walnut Creek
128-350-024	\$77.64	Alex G. Enriquez 1455 N. Steven Ave. Farmersville, CA 93223	63	Walnut Creek
128-350-025	\$77.64	Albert Ruiz, III 1435 Steven Ave. Farmersville, CA 93223	64	Walnut Creek
128-350-026	\$77.64	Alejandro Tomas Miranda 1415 N. Steven Ave. Farmersville, CA 93223	65	Walnut Creek
128-340-040	\$77.64	Borges Martine & Monique M. c/o Borges Bros Inc. 5804 E. Brown Ave. Fresno, CA 93727	66	Walnut Creek
128-340-041	\$77.64	Borges Martine & Monique M. c/o Borges Bros Inc. 16143 Ave 288 Farmersville, CA 93292	67	Walnut Creek
TOTAL 67 LOTS	\$5,201.88			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-01
Walnut Creek Subdivision**

FISCAL YEAR 2020-2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, walls, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the Walnut Creek Subdivision, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

In addition, this assessment shall automatically increase on an annual basis to cover the increase in the cost of maintenance. However, the cost increase shall not exceed three percent (3%) annually.

INDIVIDUAL COSTS

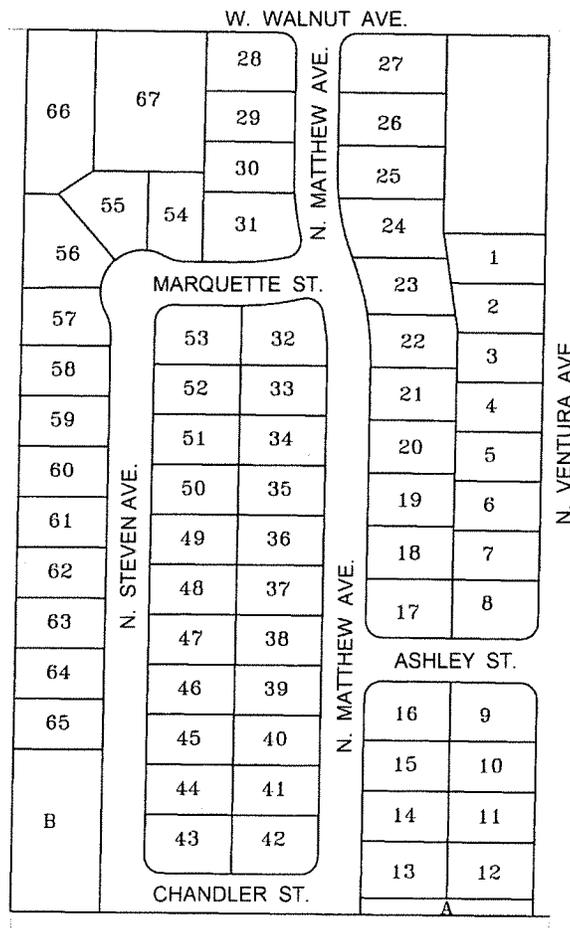
100 percent of the cost of the maintenance and operation are divided equally by 67 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-01
 Walnut Creek Subdivision**

FISCAL YEAR 2020-2021

**EXHIBIT "E"
 METHOD OF APPORTIONMENT OF ASSESSMENT
 ASSESSMENT DISTRICT DESCRIPTION**

Being a portion of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Walnut Creek Subdivision.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-34 and 128-35, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-02
Sierra Woods Southwest Subdivision, Unit Nos. 1-3**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020-2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District No. 2008-02, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping and irrigation, street lighting, and block wall, located within Sierra Woods Southwest Subdivision, Unit Nos. 1-3.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of maintenance cost on the improvements.

Exhibit "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district, together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-02
Sierra Woods Southwest Subdivision, Unit Nos. 1-3**

FISCAL YEAR 2020-2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by California Planning and Engineering, Inc., for the City Engineer, dated June 2, 2005. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-02
Sierra Woods Southwest Subdivision, Unit Nos. 1-3**

FISCAL YEAR 2020-2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	11,891	SF	\$0.54	\$6,421.14	\$0.55	\$6,540.05
2	Irrigation Maintenance, Labor/Materials	11,891	SF	\$0.17	\$2,021.47	\$0.17	\$2,021.47
3	Electricity-Irrigation	12	Month	\$51.05	\$612.60	\$54.26	\$651.12
4	Lighting System Electricity and Maintenance (Labor/Materials)	12	Each	\$155.38	\$1,864.56	\$165.16	\$1,981.92
5	Wall Maintenance, Labor/Materials	854	LF	\$2.20	\$1,878.80	\$2.33	\$1,989.82
6	Water Usage	1	LS	\$255.28	\$255.28	\$271.36	\$271.36
Maintenance Costs Subtotal					\$13,053.85		\$13,455.74

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$500.00	\$500.00	\$500.00	\$500.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$620.00		\$620.00

Assessments			
Estimated Annual Total Cost		\$13,673.85	\$14,075.74
Allowed Annual Total Cost			\$14,084.07
Number of Parcels			77
Annual Cost per Parcel			\$182.80
Annual Assessment per Parcel (Rounded)			\$182.80
Percent Increase from Previous Year			2.94%

NOTE: The individual assessment for each parcel for 2020-2021 will be \$182.80 per year, which is an increase of 2.94 percent from the 2019-2020 assessment of \$177.60 per year.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-02
Sierra Woods Southwest Subdivision, Unit Nos. 1-3**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-065	\$182.80	Heladio Solano Morales 1884 N. Jessica Ct. Farmersville, CA 93223	1	Sierra Woods Southwest Unit Nos. 1-3
128-300-066	\$182.80	Isaias Angel Marquez 1878 N. Jessica Ct. Farmersville CA 93223	2	Sierra Woods Southwest Unit Nos. 1-3
128-300-067	\$182.80	Mario S. Martinez 1872 N. June Ave. Farmersville, CA 93223-3073	3	Sierra Woods Southwest Unit Nos. 1-3
128-300-068	\$182.80	Edgar Perez 1856 N. June Ave. Farmersville, CA 93223-3073	4	Sierra Woods Southwest Unit Nos. 1-3
128-300-069	\$182.80	Maria Armas Yanez 1848 N. June Ave. Farmersville, CA 93223-3073	5	Sierra Woods Southwest Unit Nos. 1-3
128-300-070	\$182.80	Piedad Zamora 832 W. Carolyn St. Farmersville, CA 93223-2381	6	Sierra Woods Southwest Unit Nos. 1-3
128-300-071	\$182.80	Blanca L. Contreras 854 W. Carolyn St. Farmersville, CA 93223-2381	7	Sierra Woods Southwest Unit Nos. 1-3
128-300-072	\$182.80	Matthew & Elizabeth Sisk 843 W. Kristen Ct. Farmersville, CA 93223-2384	8	Sierra Woods Southwest Unit Nos. 1-3
128-300-073	\$182.80	Isaac Bobby Gomez 837 W. Kristen Ct. Farmersville, CA 93223-2384	9	Sierra Woods Southwest Unit Nos. 1-3
128-300-074	\$182.80	Yvette Ortiz Carmona 823 Kristen Ct. Farmersville, CA 93223	10	Sierra Woods Southwest Unit Nos. 1-3
128-300-075	\$182.80	Norma Polanco 811 W. Kristen St. Farmersville, CA 93223-2384	11	Sierra Woods Southwest Unit Nos. 1-3
128-300-076	\$182.80	Elvira Gamboa 795 W. Kristen St. Farmersville, CA 93223-2380	12	Sierra Woods Southwest Unit Nos. 1-3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-077	\$182.80	Rebecca A. Loera 778 W. Kristen St. Farmersville, CA 93223-2379	13	Sierra Woods Southwest Unit Nos. 1-3
128-300-078	\$182.80	Mark S. Diaz 754 W. Kristen St. Farmersville, CA 93223-2379	14	Sierra Woods Southwest Unit Nos. 1-3
128-300-079	\$182.80	Jose Jesus Mariscal 736 W. Kristen St. Farmersville, CA 93223-2379	15	Sierra Woods Southwest Unit Nos. 1-3
128-300-080	\$182.80	Ruben & Bernadette Rodriguez 718 W. Kristen St Farmersville, CA 93223-2379	16	Sierra Woods Southwest Unit Nos. 1-3
128-300-081	\$182.80	Francisco Javier Cervantes 698 W. Kristen St Farmersville, CA 93223-2370	17	Sierra Woods Southwest Unit Nos. 1-3
128-300-082	\$182.80	Kenneth L. & Misty Van Gorp 682 W. Kristen St. Farmersville, CA 93223-2370	18	Sierra Woods Southwest Unit Nos. 1-3
128-300-083	\$182.80	Tommy Mc Cormick, Jr. 1968 N. Steven Ct. Farmersville, CA 93223-2226	19	Sierra Woods Southwest Unit Nos. 1-3
128-300-084	\$182.80	Agustin & Ilda Caudillo 1942 N. Steven Ct. Farmersville, CA 93223-2226	20	Sierra Woods Southwest Unit Nos. 1-3
128-300-085	\$182.80	Victor M. Rodriguez Ortega 1928 N. Steven Ct. Farmersville, CA 93223-2226	21	Sierra Woods Southwest Unit Nos. 1-3
128-300-086	\$182.80	Lorenzo Ruiz 1916 N. Steven Ct. Farmersville, CA 93223-2226	22	Sierra Woods Southwest Unit Nos. 1-3
128-300-087	\$182.80	Jose Mendoza 1898 N. Steven Ct. Farmersville, CA 93223-2224	23	Sierra Woods Southwest Unit Nos. 1-3
128-300-088	\$182.80	Victor P. & Maria Guadalupe Ayala 1888 N. Steven Ct. Farmersville, CA 93223-2224	24	Sierra Woods Southwest Unit Nos. 1-3
128-300-089	\$182.80	Jose Chavez Gonzalez 1876 N. Steven Ct. Farmersville, CA 93223-2224	25	Sierra Woods Southwest Unit Nos. 1-3
128-300-090	\$182.80	Max E. Yankes 1864 N. Steven Ct. Farmersville, CA 93223-2224	26	Sierra Woods Southwest Unit Nos. 1-3
128-300-091	\$182.80	Manuel Amezcua 670 N. Gene Ave. Farmersville, CA 93223-1337	27	Sierra Woods Southwest Unit Nos. 1-3
128-300-092	\$182.80	Jose Cruz Ontiveros 701 W. Kristen St. Farmersville, CA 93223	28	Sierra Woods Southwest Unit Nos. 1-3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-093	\$182.80	Raymundo Vento, Jr. 715 W. Kristen St. Farmersville, CA 93223	29	Sierra Woods Southwest Unit Nos. 1-3
128-300-094	\$182.80	Lourdes & Abraham Miranda 725 W. Kristen St. Farmersville, CA 93223-2380	30	Sierra Woods Southwest Unit Nos. 1-3
128-300-095	\$182.80	Abundio Ramos 743 W. Kristen St. Farmersville, CA 93223-2380	31	Sierra Woods Southwest Unit Nos. 1-3
128-300-096	\$182.80	Gerardo and Martha E. Mendiola 761 W. Kristen St. Farmersville, CA 93223-2380	32	Sierra Woods Southwest Unit Nos. 1-3
128-310-031	\$182.80	Edgar Rangel Rebolledo 843 W. Anissa St. Farmersville, CA 93223	33	Sierra Woods Southwest Unit Nos. 1-3
128-310-032	\$182.80	Angelica E. and Luis Gonzalez (TRS) (FAM TR) 657 S. Mariposa Ave. Visalia, CA 93292-3729	34	Sierra Woods Southwest Unit Nos. 1-3
128-310-033	\$182.80	Jose L. & Carmen T. Santos 793 W. Anissa St. Farmersville, CA 93223-1202	35	Sierra Woods Southwest Unit Nos. 1-3
128-310-034	\$182.80	Maria Judy Lowes 781 W. Anissa St. Farmersville, CA 93223-1202	36	Sierra Woods Southwest Unit Nos. 1-3
128-310-035	\$182.80	Jose A Mota 3001 W. Rialto Ave Visalia, CA 93277	37	Sierra Woods Southwest Unit Nos. 1-3
128-310-036	\$182.80	Robert Marquez 757 W. Anissa St. Farmersville, CA 93223-1202	38	Sierra Woods Southwest Unit Nos. 1-3
128-310-037	\$182.80	Adrian Ruvalcaba 733 W. Anissa St. Farmersville, CA 93223-1202	39	Sierra Woods Southwest Unit Nos. 1-3
128-310-038	\$182.80	Lopez Saul Comonfort 711 W. Anissa St. Farmersville, CA 93223	40	Sierra Woods Southwest Unit Nos. 1-3
128-310-039	\$182.80	Eli Miranda-Garcia 681 W. Anissa St. Farmersville, CA 93223-1264	41	Sierra Woods Southwest Unit Nos. 1-3
128-310-040	\$182.80	Jennifer Reyes 649 W. Anissa St. Farmersville, CA 93223-1264	42	Sierra Woods Southwest Unit Nos. 1-3
128-310-041	\$182.80	Angelica Garcia 601 W. Anissa St. Farmersville, CA 93223-1264	43	Sierra Woods Southwest Unit Nos. 1-3
128-310-042	\$182.80	Juan R. & Catalina Guerrero 622 W. Anissa St. Farmersville, CA 93223-1265	44	Sierra Woods Southwest Unit Nos. 1-3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-310-043	\$182.80	Alonzo Gomez 668 W. Anissa St. Farmersville, CA 93223-1265	45	Sierra Woods Southwest Unit Nos. 1-3
128-310-044	\$182.80	Paula F. Mendoza P.O. Box 374 Farmersville, CA 93223-0374	46	Sierra Woods Southwest Unit Nos. 1-3
128-310-045	\$182.80	Mauro Donate 12125 Pomeroy Rd. Downey, CA 90242-2123	47	Sierra Woods Southwest Unit Nos. 1-3
128-310-046	\$182.80	Victor Mentado & Elizabeth Rodriguez 746 W. Anissa St. Farmersville, CA 93223-1263	48	Sierra Woods Southwest Unit Nos. 1-3
128-310-047	\$182.80	Nicole L. Rymer 764 W. Anissa St. Farmersville, CA 93223-1263	49	Sierra Woods Southwest Unit Nos. 1-3
128-310-048	\$182.80	Sylvia Ortega 772 W. Anissa St. Farmersville, CA 93223-1263	50	Sierra Woods Southwest Unit Nos. 1-3
128-310-049	\$182.80	Israel Teran Valdez 788 W. Anissa St. Farmersville, CA 93223-1263	51	Sierra Woods Southwest Unit Nos. 1-3
128-310-050	\$182.80	Fernando & Alicia Reyes 798 W. Anissa St. Farmersville, CA 93223-1263	52	Sierra Woods Southwest Unit Nos. 1-3
128-310-051	\$182.80	Bernardino J. Ramos 771 W. Marilyn St. Farmersville, CA 93223-2385	53	Sierra Woods Southwest Unit Nos. 1-3
128-310-052	\$182.80	Steven and Autumn Miller 763 W. Marilyn St. Farmersville, CA 93223-2385	54	Sierra Woods Southwest Unit Nos. 1-3
128-310-053	\$182.80	Benjamin Moreno, Jr. 757 W. Marilyn St. Farmersville, CA 93223-2385	55	Sierra Woods Southwest Unit Nos. 1-3
128-310-054	\$182.80	Barbara Jones (TR) (LIV TR) 3010 SE Sunnyside Ct. Visalia, CA 93292-3988	56	Sierra Woods Southwest Unit Nos. 1-3
128-310-055	\$182.80	Isaias & Maria Lobato 741 W. Marilyn St. Farmersville, CA 93223-2385	57	Sierra Woods Southwest Unit Nos. 1-3
128-310-056	\$182.80	Rodolfo & Soledad Gutierrez 733 W. Marilyn St. Farmersville, CA 93223-2385	58	Sierra Woods Southwest Unit Nos. 1-3
128-310-057	\$182.80	Cerfino Jesus Segura 721 W. Marilyn St. Farmersville, CA 93223-2385	59	Sierra Woods Southwest Unit Nos. 1-3
128-310-058	\$182.80	Francisco Mendoza 711 W. Marilyn St. Farmersville, CA 93223-2385	60	Sierra Woods Southwest Unit Nos. 1-3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-310-059	\$182.80	Juan Perez-Garcia 707 W. Marilyn St. Farmersville, CA 93223-2385	61	Sierra Woods Southwest Unit Nos. 1-3
128-310-060	\$182.80	Isidoro Silva 700 W. Marilyn St. Farmersville, CA 93223	62	Sierra Woods Southwest Unit Nos. 1-3
128-310-061	\$182.80	Alberto & Reyna Corona 718 W. Marilyn St. Farmersville, CA 93223-2386	63	Sierra Woods Southwest Unit Nos. 1-3
128-310-062	\$182.80	Jaime & Wilma R. Carrillo (CO-TRS) 249 E. Chestnut Ct. Visalia, CA 93277-7689	64	Sierra Woods Southwest Unit Nos. 1-3
128-310-063	\$182.80	Ricardo Saldivar Sandoval 736 W. Marilyn St. Farmersville, CA 93223-2386	65	Sierra Woods Southwest Unit Nos. 1-3
128-310-064	\$182.80	Sandra Wilson 13596 Ave. 266 Visalia, CA 93292-9409	66	Sierra Woods Southwest Unit Nos. 1-3
128-310-065	\$182.80	Maria Del Rosario Sanchez 1892 N. Jessica Ct. Farmersville, CA 93223-1464	67	Sierra Woods Southwest Unit Nos. 1-3
128-310-066	\$182.80	Manuel A. & Maria D. Sosa 1828 N. June Ave. Farmersville, CA 93223-3073	68	Sierra Woods Southwest Unit Nos. 1-3
128-310-067	\$182.80	Sandra Wilson 13596 Ave 266 Visalia, CA 93292-9409	69	Sierra Woods Southwest Unit Nos. 1-3
128-310-068	\$182.80	Chris Sanchez 796 W. Marilyn St. Farmersville, CA 93223-2386	70	Sierra Woods Southwest Unit Nos. 1-3
128-310-069	\$182.80	Pastor & Graciela Barraza 851 W. Carolyn St. Farmersville, CA 93223-2381	71	Sierra Woods Southwest Unit Nos. 1-3
128-310-070	\$182.80	Adrian Sanchez Godinez 829 W. Carolyn St. Farmersville, CA 93223-2381	72	Sierra Woods Southwest Unit Nos. 1-3
128-310-071	\$182.80	Maria G. Santillan 1811 N. June Ave. Farmersville, CA 93223-3073	73	Sierra Woods Southwest Unit Nos. 1-3
128-310-072	\$182.80	Juan A. Estrada 1799 N. June Ave Farmersville CA 93291	74	Sierra Woods Southwest Unit Nos. 1-3
128-310-073	\$182.80	Andreina & Blas Aceves 1783 N. June Ave. Farmersville, CA 93223-3074	75	Sierra Woods Southwest Unit Nos. 1-3
128-310-074	\$182.80	Luis Enrique Nava 832 W. Anissa Ct. Farmersville, CA 93223-1201	76	Sierra Woods Southwest Unit Nos. 1-3

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-310-075	\$182.80	Dynamic Enterprises LLC P O Box 841 Visalia, CA 93279-0841	77	Sierra Woods Southwest Unit Nos. 1-3
TOTAL 77 LOTS	\$14,075.60			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-02
Sierra Woods Southwest Subdivision, Unit Nos. 1-3**

FISCAL YEAR 2020-2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, walls, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the Sierra Woods Southwest Subdivision, Unit Nos. 1-3, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

In addition, this assessment shall automatically increase on an annual basis to cover the increase in the cost of maintenance. However, the cost increase shall not exceed three percent (3%) annually.

INDIVIDUAL COSTS

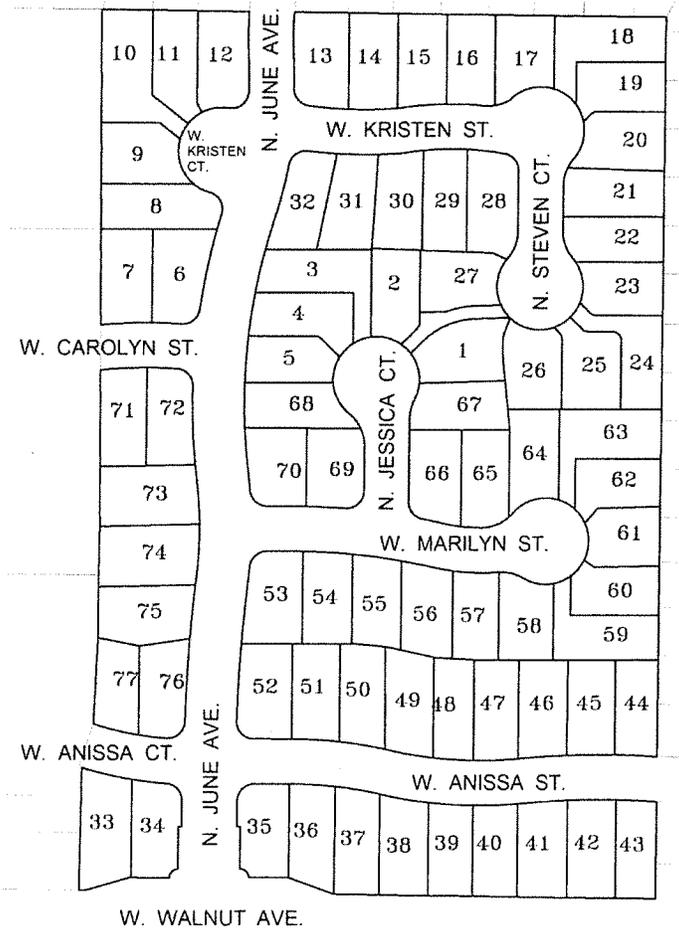
100 percent of the cost of the maintenance and operation are divided equally by 77 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-02
 Sierra Woods Southwest Subdivision, Unit Nos. 1-3**

FISCAL YEAR 2020-2021

**EXHIBIT "E"
 ASSESSMENT DISTRICT DESCRIPTION**

Being a portion of the South 1,067.00 feet of the West 930.00 feet of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Sierra Woods Southwest Subdivision, Units Nos. 1-3.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-30 and 128-31, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-03
Walnut Woods Estates V**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District No. 2008-03, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping, irrigation, and street lighting, located within Walnut Woods Estates V.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of maintenance cost on the improvements.

Exhibit "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district, together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-03
Walnut Woods Estates V**

FISCAL YEAR 2020–2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by California Planning and Engineering, Inc., for the City Engineer, dated October 18, 2007. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-03
Walnut Woods Estates V**

FISCAL YEAR 2020–2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	6,256	SF	\$0.54	\$3,378.24	\$0.55	\$3,440.80
2	Irrigation Maintenance, Labor/Materials	6,256	SF	\$0.16	\$1,000.96	\$0.17	\$1,063.52
3	Electricity-Irrigation	12	Month	\$13.73	\$164.76	\$14.44	\$173.28
4	Lighting System Electricity and Maintenance (Labor/Materials)	1	Each	\$155.27	\$155.27	\$163.34	\$163.34
5	Wall Maintenance, Labor/Materials	740	LF	\$1.15	\$851.00	\$1.20	\$888.00
6	Water Usage	1	LS	\$143.33	\$143.33	\$150.78	\$150.78
Maintenance Costs Subtotal					\$5,693.56		\$5,879.72

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$500.00	\$500.00	\$500.00	\$500.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$620.00		\$620.00

Assessments							
Estimated Annual Total Cost					\$6,313.56		\$6,499.72
Allowed Annual Total Cost							\$6,502.97
Number of Parcels							16
Annual Cost per Parcel							\$406.23
Annual Assessment per Parcel							\$406.24
Percent Increase from Previous Year							2.95%

NOTE: The individual assessment for each parcel for 2020–2021 will be \$406.24 per year, which is an increase of 2.84 percent from the 2019–2020 assessment of \$394.58 per year.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-03
Walnut Woods Estates V**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-200-054	\$406.24	Salvador Aguilera Velazquez 1643 Tehama Ave. Farmersville, CA 93223-3077	1	Walnut Woods Estate V
128-200-055	\$406.24	Rafael B. Delreal, Jr. 1655 Tehama Ave. Farmersville, CA 93223-3077	2	Walnut Woods Estate V
128-200-056	\$406.24	Kathy Martinez Navarro 1669 Tehama Ave. Farmersville, CA 93223-3077	3	Walnut Woods Estate V
128-200-057	\$406.24	Crystal V. Casas 438 Trinta Ct. Farmersville, CA 93223-3075	4	Walnut Woods Estate V
128-200-058	\$406.24	Alberto Ramos 426 Trinta Ct. Farmersville, CA 93223-3075	5	Walnut Woods Estate V
128-200-059	\$406.24	Ezequiel Montes & Francisca Deoca Perez 390 Trinta Ct. Farmersville, CA 93223-3079	6	Walnut Woods Estate V
128-200-060	\$406.24	Beatrice Sanchez 386 Trinta Ct. Farmersville, CA 93223-3079	7	Walnut Woods Estate V
128-200-061	\$406.24	Adolfo & Elvira Figueroa 378 Trinta Ct. Farmersville, CA 93223-3079	8	Walnut Woods Estate V
128-200-062	\$406.24	Mina F. Hanna 379 Trinta Ct. Farmersville, CA 93223-3080	9	Walnut Woods Estate V
128-200-063	\$406.24	Daniel Benitez 387 Trinta Ct. Farmersville, CA 93223-3080	10	Walnut Woods Estate V
128-200-064	\$406.24	Salvador Santillan 393 Trinta Ct. Farmersville, CA 93223-3080	11	Walnut Woods Estate V
128-200-065	\$406.24	Jennifer McMaster 421 Trinta Ct. Farmersville, CA 93223-3076	12	Walnut Woods Estate V

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-200-066	\$406.24	Kristine Elaine Borda 435 Trinta Ct. Farmersville, CA 93223-3076	13	Walnut Woods Estate V
128-200-067	\$406.24	Castulo Plancarte 459 Trinta Ct. Farmersville, CA 93223-3076	14	Walnut Woods Estate V
128-200-068	\$406.24	Jorge Lopez 473 Trinta Ct. Farmersville, CA 93223-3076	15	Walnut Woods Estate V
128-200-069	\$406.24	Jose A Moreno 401 Trinta Ct. Farmersville, CA 93223-3076	16	Walnut Woods Estate V
TOTAL 16 LOTS	\$6,499.84			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-03
Walnut Woods Estates V**

FISCAL YEAR 2020–2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, walls, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the Walnut Woods Estates V development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

In addition, this assessment shall automatically increase on an annual basis to cover the increase in the cost of maintenance. However, the cost increase shall not exceed three percent (3%) annually.

INDIVIDUAL COSTS

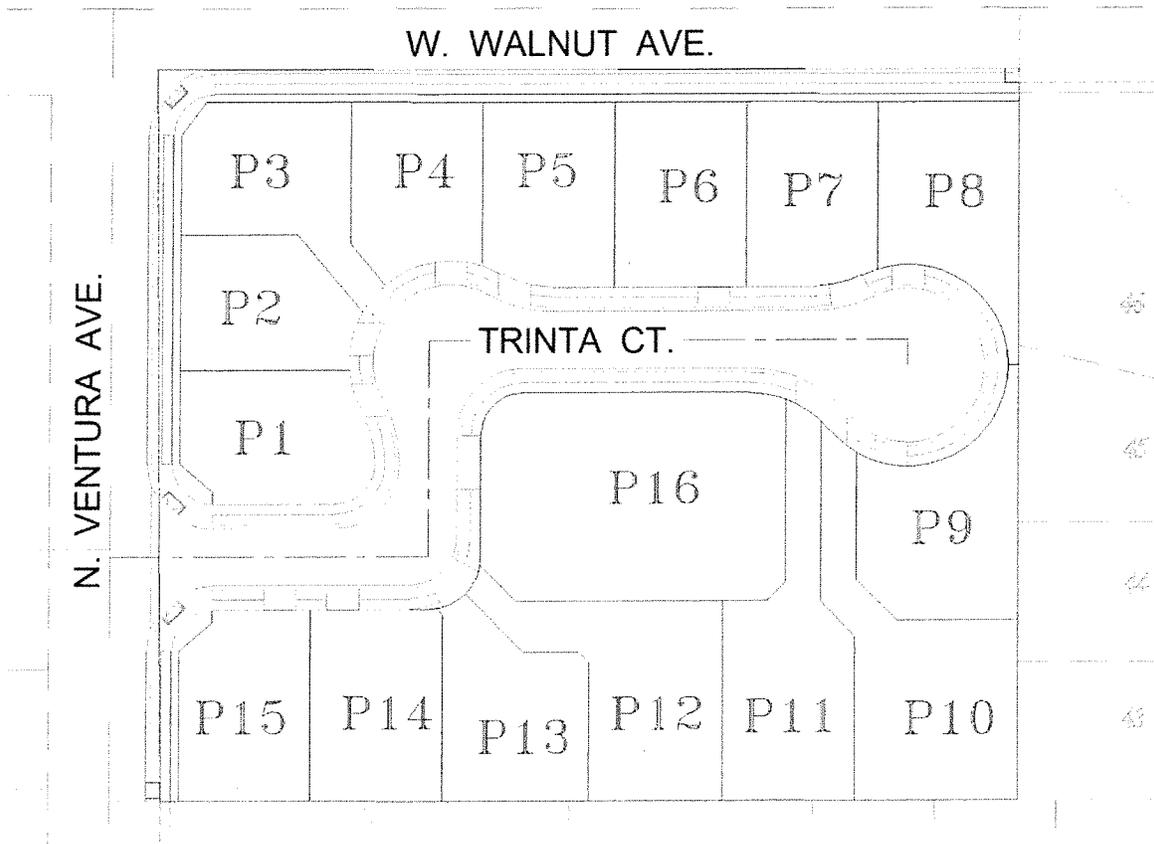
100 percent of the cost of the maintenance and operation are divided equally by 16 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2008-03
Walnut Woods Estates V**

FISCAL YEAR 2020-2021

**EXHIBIT "E"
ASSESSMENT DISTRICT DESCRIPTION**

Being a portion of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Walnut Woods Estates V Subdivision.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 128-20, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2009-01
Sierra Woods Southwest Phase 4**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District No. 2000-01, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of landscaping, irrigation, and street lighting, located within the Sierra Woods Southwest Subdivision, Phase 4.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of maintenance cost on the improvements.

Exhibit "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district, together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2009-01
Sierra Woods Southwest Phase 4**

FISCAL YEAR 2020–2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by California Planning and Engineering, Inc., and approved by the City Engineer on July 17, 2007. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2009-01
Sierra Woods Southwest Phase 4**

FISCAL YEAR 2020–2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	590	SF	\$0.54	\$318.60	\$0.55	\$324.50
2	Irrigation Maintenance, Labor/Materials	590	SF	\$0.17	\$100.30	\$0.17	\$100.30
3	Electricity-Irrigation	12	Month	\$36.38	\$436.56	\$38.27	\$459.24
4	Lighting System Electricity and Maintenance (Labor/Materials)	4	Each	\$147.84	\$591.36	\$155.52	\$622.08
5	Wall Maintenance, Labor/Materials	0	LF	\$2.83	\$0.00	\$2.97	\$0.00
6	Water Usage	1	LS	\$108.03	\$108.03	\$113.64	\$113.64
Maintenance Costs Subtotal					\$1,554.85		\$1,619.76

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$500.00	\$500.00	\$500.00	\$500.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$620.00		\$620.00

Assessments							
Estimated Annual Total Cost					\$2,174.85		\$2,239.76
Allowed Annual Total Cost							\$2,240.10
Number of Parcels							28
Annual Cost per Parcel							\$79.99
Annual Assessment per Parcel							\$80.00
Percent Increase from Previous Year							3.00%

NOTE: The individual assessment for each parcel for 2020–2021 will be \$80.00 per year, which is an increase of 3.00 percent from the 2019–2021 assessment of \$77.66 per year.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2009-01
Sierra Woods Southwest Phase 4**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-300-099	\$80.00	Yvette Chavez 1973 N. Virginia Ave. Farmersville, CA 93223	1	Sierra Woods Southwest Phase 4
128-300-100	\$80.00	Guillermo Sanchez 1957 N. Virginia Ave. Farmersville, CA 93223-2374	2	Sierra Woods Southwest Phase 4
128-300-101	\$80.00	Luis Manuel Rapan Gonzalez 1945 N. Virginia Ave. Farmersville, CA 93223-2374	3	Sierra Woods Southwest Phase 4
128-300-102	\$80.00	Hijinio Jr. & Yoselin Haro 1933 N. Virginia Ave. Farmersville, CA 93223	4	Sierra Woods Southwest Phase 4
128-300-103	\$80.00	Jose Antonio Prado Rojas 1915 N. Virginia Ave. Farmersville, CA 93223	5	Sierra Woods Southwest Phase 4
128-300-104	\$80.00	Jose Manuel Perez 1901 N. Virginia Ave. Farmersville, CA 93223-2374	6	Sierra Woods Southwest Phase 4
128-310-079	\$80.00	Jusette Benitez 1855 No. Virginia Ct. Farmersville, CA 93223	7	Sierra Woods Southwest Phase 4
128-310-080	\$80.00	Virginia K. Seminario 1839 N. Virginia Ct. Farmersville, CA 93223-2387	8	Sierra Woods Southwest Phase 4
128-310-081	\$80.00	Maria D Gonsales 1821 N. Virginia Ct. Farmersville, CA 93223-2387	9	Sierra Woods Southwest Phase 4
128-310-082	\$80.00	Robert Duane Stine 1803 N. Virginia Ct. Farmersville, CA 93223-2387	10	Sierra Woods Southwest Phase 4
128-310-083	\$80.00	Niki Ott 1795 No. Virginia Ct. Farmersville, CA 93223	11	Sierra Woods Southwest Phase 4
128-310-084	\$80.00	Antonio & Maria Escamilla 1773 N. Virginia Ct. Farmersville, CA 93223-2388	12	Sierra Woods Southwest Phase 4
128-310-085	\$80.00	Maria Elena Garcia 907 W. Anissa St. Farmersville, CA 93223-1275	13	Sierra Woods Southwest Phase 4

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-310-086	\$80.00	Salomon & Isela Rosales 893 W. Anissa St. Farmersville, CA 93223	14	Sierra Woods Southwest Phase 4
128-310-087	\$80.00	Nai Fin Saetern 871 W. Anissa St. Farmersville, CA 93223	15	Sierra Woods Southwest Phase 4
128-310-088	\$80.00	Juan Manuel Perez-Luna 859 W. Anissa St. Farmersville, CA 93223	16	Sierra Woods Southwest Phase 4
128-310-089	\$80.00	Eric Ramirez Guzman 1772 N. Virginia Ct. Farmersville, CA 93223-2388	17	Sierra Woods Southwest Phase 4
128-310-090	\$80.00	Charlotte M. Costello 1796 N. Virginia Ct. Farmersville, CA 93223-2388	18	Sierra Woods Southwest Phase 4
128-310-091	\$80.00	Rodolfo C. Duran 1800 N. Virginia Ct. Farmersville, CA 93223-2387	19	Sierra Woods Southwest Phase 4
128-310-092	\$80.00	Carlos Ramiro Hernandez 1822 N. Virginia Ct. Farmersville, CA 93223-2387	20	Sierra Woods Southwest Phase 4
128-310-093	\$80.00	Estevan & Corine Hernandez 1838 N. Virginia Ct. Farmersville, CA 93223-2387	21	Sierra Woods Southwest Phase 4
128-310-094	\$80.00	Guillermo Ramirez 1856 N. Virginia Ct. Farmersville, CA 93223-2387	22	Sierra Woods Southwest Phase 4
128-300-105	\$80.00	Phillip Ramirez 1900 N. Virginia Ave. Farmersville, CA 93223-2382	23	Sierra Woods Southwest Phase 4
128-300-106	\$80.00	Esmeralda & Rigoberto Moreno 1914 N. Virginia Ave. Farmersville, CA 93223-2382	24	Sierra Woods Southwest Phase 4
128-300-107	\$80.00	Cesar Vega Cortes 1932 N. Virginia Ave. Farmersville, CA 93223-2382	25	Sierra Woods Southwest Phase 4
128-300-108	\$80.00	Velazquez Oscar Velazquez 1946 N. Virginia Ave. Farmersville, CA 93223	26	Sierra Woods Southwest Phase 4
128-300-109	\$80.00	Veronica Franco 1958 N. Virginia Ave. Farmersville, CA 93223-2382	27	Sierra Woods Southwest Phase 4
128-300-110	\$80.00	Silbia Mendoza 1974 N. Virginia Ave. Farmersville, CA 93223-2382	28	Sierra Woods Southwest Phase 4
TOTAL 28 LOTS	\$2,240.00			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2009-01
Sierra Woods Southwest Phase 4**

FISCAL YEAR 2020–2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, walls, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the Sierra Woods Southwest Phase 4 development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

In addition, this assessment shall automatically increase on an annual basis to cover the increase in the cost of maintenance. However, the cost increase shall not exceed three percent (3%) annually.

INDIVIDUAL COSTS

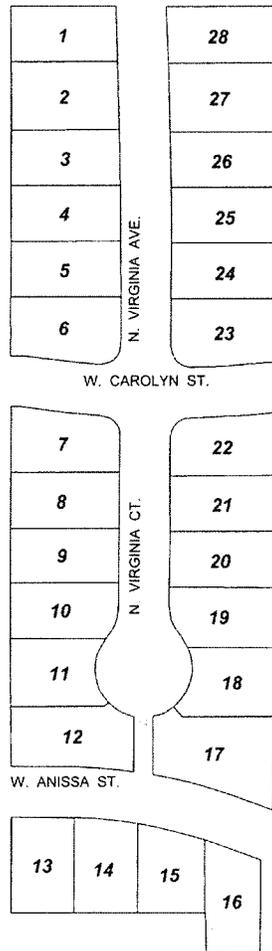
100 percent of the cost of the maintenance and operation are divided equally by 28 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2009-01
 Sierra Woods Southwest Phase 4**

FISCAL YEAR 2020–2021

**EXHIBIT "E"
 ASSESSMENT DISTRICT DESCRIPTION**

Being a portion of the South 1067.00 feet of the West 930.00 feet of the Southeast quarter of Section 36, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Sierra Woods Southwest Phase 4.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-30 and 128-31, which are incorporated in this Report by reference.

ENGINEER'S REPORT OF CITY OF FARMERSVILLE

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 09-02

Walnut Grove Subdivision I, Lots 1 through 44, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 92-03

Walnut Grove Subdivision II, Lots 1 through 58, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-01

Walnut Grove Subdivision III, Lots 1 through 39, inclusive

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 95-01

Walnut Grove Subdivision IV, Lots 1 through 36, inclusive

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020–2021

Lisa M. Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District Nos. 09-02, 92-03, 94-01, and 95-01 City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Street and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- The maintenance of street lighting located within Walnut Grove Subdivisions I, II, III, and IV.

This report consists of five parts, as follows:

Exhibit "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

Exhibit "B" – An estimate of the maintenance cost on the improvements.

Exhibits "C-1" through "C-4" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district; together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

Exhibit "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibits "E-1" through "E-4" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibits "C-1" through "C-4" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 09-02, 92-03, 94-01, & 95-01
Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020–2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by the subdivision's engineer for the City Engineer. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 09-02, 92-03, 94-01, & 95-01
Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020-2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

#	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	0	SF	\$0.54	\$0.00	\$0.55	\$0.00
2	Irrigation Maintenance, Labor/Materials	0	SF	\$0.17	\$0.00	\$0.17	\$0.00
3	Electricity-Irrigation	0	Month	\$25.36	\$0.00	\$26.22	\$0.00
4	Lighting System Electricity and Maintenance (Labor/Materials)	34	Each	\$143.41	\$4,875.94	\$148.28	\$5,041.52
5	Wall Maintenance, Labor/Materials	0	LF	\$2.76	\$0.00	\$2.85	\$0.00
6	Water Usage	0	LS	\$99.28	\$0.00	\$102.65	\$0.00
Maintenance Costs Subtotal					\$4,875.94		\$5,041.52

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$650.00	\$650.00	\$650.00	\$650.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$770.00		\$770.00

Assessments			
Estimated Annual Total Cost		\$5,645.94	\$5,811.52
Allowed Annual Total Cost			\$5,190.00
Number of Parcels			177
Annual Cost per Parcel			\$29.32
Annual Assessment per Parcel			\$29.32
Percent Increase from Previous Year			0.00%

NOTE: The individual assessment for each parcel for 2020-2021 will remain at \$29.32 per year, the same as for 2019-2020.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 09-02, 92-03, 94-01, & 95-01
Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020–2021

**EXHIBIT "C-1"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 09-02
Walnut Grove Subdivision I, Lots 1 through 44, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-173-001	\$29.32	Magdalena Amezcua 507 W. Petunia St. Farmersville, CA 93223-1057	1	Walnut Grove I
128-173-002	\$29.32	Miguel Hernandez 527 W. Petunia St. Farmersville, CA 93223-1057	2	Walnut Grove I
128-173-003	\$29.32	Marco Antonio Corona 547 W. Petunia St. Farmersville, CA 93223-1057	3	Walnut Grove I
128-173-004	\$29.32	Timothy & Aurora Daniel 567 W. Petunia St. Farmersville, CA 93223-1057	4	Walnut Grove I
128-173-005	\$29.32	Francisco J. Cortes 687 W. Petunia St. Farmersville, CA 93223-1071	5	Walnut Grove I
128-173-006	\$29.32	Marcelo & Martha Sandoval 607 W. Petunia St. Farmersville, CA 93223-3003	6	Walnut Grove I
128-173-007	\$29.32	Alejandro Espinoza 627 W. Petunia St. Farmersville, CA 93223-3003	7	Walnut Grove I
128-173-008	\$29.32	Sergio Lopez 647 W. Petunia St. Farmersville, CA 93223-3003	8	Walnut Grove I
128-172-001	\$29.32	Oscar William Quintero 648 W. Petunia St. Farmersville, CA 93223-1058	9	Walnut Grove I
128-172-002	\$29.32	Baltazar Antonio Quinteros 606 W. Petunia St. Farmersville, CA 93223-1058	10	Walnut Grove I
128-172-003	\$29.32	Jorge Lezama Aguilar 1011 N. Matthew Ave. Farmersville, CA 93223-1067	11	Walnut Grove I

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-172-004	\$29.32	Gerardo Solis 1031 N. Matthew Ave. Farmersville, CA 93223-1067	12	Walnut Grove I
128-172-005	\$29.32	Stephanie Aldrete 1051 N. Matthew Ave. Farmersville, CA 93223-1067	13	Walnut Grove I
128-172-006	\$29.32	Jose & Erica Contreras 1071 N. Matthew Ave. Farmersville, CA 93223-1067	14	Walnut Grove I
128-172-007	\$29.32	Maria H. Navarro 1121 N. Matthew Ave. Farmersville, CA 93223-1069	15	Walnut Grove I
128-172-008	\$29.32	Jesse Morales 1141 N. Matthew Ave. Farmersville, CA 93223-1069	16	Walnut Grove I
128-172-009	\$29.32	Gustavo & San Juanita Sanchez (TRS) 1161 N. Matthew Ave. Farmersville, CA 93223-1069	17	Walnut Grove I
128-172-010	\$29.32	Eliud J. Angeles 1181 N. Matthew Ave. Farmersville, CA 93223-1069	18	Walnut Grove I
128-176-001	\$29.32	Joyce M. Clary 502 W. Citrus Dr. Farmersville, CA 93223-1055	25	Walnut Grove I
128-176-002	\$29.32	Felipe Escamilla Avilez 532 W. Citrus Dr. Farmersville, CA 93223-1055	24	Walnut Grove I
128-176-003	\$29.32	Ryan Everett Carlton 552 W. Citrus Dr. Farmersville, CA 93223-1055	23	Walnut Grove I
128-176-004	\$29.32	Juventino & Amelia Rodriguez 572 W. Citrus Dr. Farmersville, CA 93223-1055	22	Walnut Grove I
128-176-005	\$29.32	Roberto Ignacio & Christine Hernandez 602 W. Citrus Dr. Farmersville, CA 93223-3002	21	Walnut Grove I
128-176-006	\$29.32	Jorge & Karina Hernandez-Estrada 632 W. Citrus Dr. Farmersville, CA 93223-3002	20	Walnut Grove I
128-176-007	\$29.32	Robert & Elizabeth Griffith 1285 E. Jamestown Dr. Fresno, CA 93720	19	Walnut Grove I
128-171-001	\$29.32	Julia Martinez 1181 N. Ventura Ave. Farmersville, CA 93223-1070	26	Walnut Grove I
128-171-002	\$29.32	Severo Sanchez 1161 N. Ventura Ave. Farmersville, CA 93223-1070	27	Walnut Grove I

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-171-003	\$29.32	James L & Vidra M. Donaghe 1141 N. Ventura Ave. Farmersville, CA 93223-1070	28	Walnut Grove I
128-171-004	\$29.32	Esmeralda Hernandez 1121 N. Ventura Ave. Farmersville, CA 93223-1070	29	Walnut Grove I
128-171-005	\$29.32	Lucio Quinteros 1071 N. Ventura Ave. Farmersville, CA 93223-1056	30	Walnut Grove I
128-171-006	\$29.32	Erika Madrigal 1051 N. Ventura Ave. Farmersville, CA 93223	31	Walnut Grove I
128-171-007	\$29.32	Curtis L & Rosemary Wilson 1031 N. Ventura Ave. Farmersville, CA 93223-1056	32	Walnut Grove I
128-171-008	\$29.32	Jose Luis Alvarado Dominguez 1011 N. Ventura Ave. Farmersville, CA 93223-1056	33	Walnut Grove I
128-171-009	\$29.32	Megan Lynne Kempf 782 Shasta Ave. Farmersville, CA 93223	34	Walnut Grove I
128-171-010	\$29.32	Mario Sanchez 548 W. Petunia St. Farmersville, CA 93223-1002	35	Walnut Grove I
128-171-011	\$29.32	Pete P. Galindo, Sr. 586 W. Petunia St. Farmersville, CA 93223-1002	36	Walnut Grove I
128-171-012	\$29.32	Tony Solis 1012 N. Matthew Ave. Farmersville, CA 93223-1066	37	Walnut Grove I
128-171-013	\$29.32	Florentino Marquez 1032 N. Matthew Ave. Farmersville, CA 93223-1066	38	Walnut Grove I
128-171-014	\$29.32	Barbara Summers 28962 Road 168 Visalia, CA 93292-9236	39	Walnut Grove I
128-171-015	\$29.32	Bernardino & Irene Garcia 1072 N. Matthew Ave. Farmersville, CA 93223-1066	40	Walnut Grove I
128-171-016	\$29.32	James E. & Sandra J. Stewart (TRS)(S REV TR) 5343 S. St. Claire Mesa AZ 85212	41	Walnut Grove I
128-171-017	\$29.32	Antonio & Maria Escamilla 1142 N. Matthew Ave. Farmersville, CA 93223-1068	42	Walnut Grove I
128-171-018	\$29.32	Gilberto Ramirez 1162 N. Matthew Ave. Farmersville, CA 93223-1068	43	Walnut Grove I

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-171-019	\$29.32	Abel & Irma Contreras 1182 N. Matthew Ave. Farmersville, CA 93223-1068	44	Walnut Grove I
TOTAL 44 LOTS	\$1,290.08			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 09-02, 92-03, 94-01, & 95-01
 Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020-2021

**EXHIBIT "C-2"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 92-03
 Walnut Grove Subdivision II, Lots 1 through 58, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-172-011	\$29.32	Jeff T. & Gracie Lewis 1192 N. Steven Ave. Farmersville, CA 93223	49	Walnut Grove II
128-172-012	\$29.32	Ronald Hill 1182 N. Steven Ave. Farmersville, CA 93223	50	Walnut Grove II
128-172-013	\$29.32	Robert E. & Shannon J. Sachau 1162 N. Steven Ave. Farmersville, CA 93223	51	Walnut Grove II
128-172-014	\$29.32	Paul F. & Charlotta Y. Jarman 1142 N. Steven Ave. Farmersville, CA 93223	52	Walnut Grove II
128-172-015	\$29.32	James C. Jackson 1122 N. Steven Ave. Farmersville, CA 93223	53	Walnut Grove II
128-172-016	\$29.32	Robert Edward & Elizabeth Ellen Griffith 1285 E. Jamestown Dr. Fresno, CA 93720	54	Walnut Grove II
128-172-017	\$29.32	Fulmer Robert J 1052 N Steven Ave Farmersville CA 93223	55	Walnut Grove II
128-172-018	\$29.32	Elodia Espinoza 1032 N Stevens Farmersville CA 93223	56	Walnut Grove II
128-172-019	\$29.32	Larry Johnson 1012 N. Steven Ave. Farmersville, CA 93223	57	Walnut Grove II
128-172-020	\$29.32	Brian Cross (TR)(rev TR) 27448 Road 140 Visalia, CA 93292	58	Walnut Grove II
128-173-009	\$29.32	Angel F. Cendejas 667 W. Petunia St. Farmersville, CA 93223	1	Walnut Grove II

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-173-010	\$29.32	Anthony Siu 33888 Capulet Cir. Fremont, CA 94555	2	Walnut Grove II
128-173-011	\$29.32	Mitchell A. & Kimberly S. Hayes 697 W. Petunia St. Farmersville, CA 93223	3	Walnut Grove II
128-173-012	\$29.32	Veronica Caudillo 1001 N. Steven Ave. Farmersville, CA 93223	4	Walnut Grove II
128-173-013	\$29.32	Maria Meza 1003 N. Steven Ave. Farmersville, CA 93223	5	Walnut Grove II
128-173-014	\$29.32	Townsend Walter R Jr & Lilly Marie J 1007 N. Steven Ave. Farmersville, CA 93223	6	Walnut Grove II
128-173-015	\$29.32	Efren Escamilla 1102 N. Virginia Farmersville, CA 93223	7	Walnut Grove II
128-173-016	\$29.32	Jose E & Michela Leal 605 E. Rose Ave. Santa Maria, CA 93454	8	Walnut Grove II
128-174-001	\$29.32	Isidro & Obdulia Lopez 18360 Ave. 296 Exeter, CA 93221	16	Walnut Grove II
128-174-002	\$29.32	Camilo Espinoza Saldana 706 W. Ponderosa St. Farmersville, CA 93223	17	Walnut Grove II
128-174-003	\$29.32	Gary Dale D. & Sheralyn Kay Cooper 705 W. Rita St. Farmersville, CA 93223	18	Walnut Grove II
128-174-004	\$29.32	Domingo & Adelina Herrera 725 W. Rita St. Farmersville, CA 93223	19	Walnut Grove II
128-175-001	\$29.32	Alberto Andre. Jr 1281 N. Steven Ave Farmersville, CA 93223	39	Walnut Grove II
128-175-002	\$29.32	Teresa De Anda 1271 N. Steven Ave. Farmersville, CA 93223	38	Walnut Grove II
128-175-003	\$29.32	Jorge Cardenas 1251 N. Steven Ave. Farmersville, CA 93223	37	Walnut Grove II
128-175-004	\$29.32	Sun Chaoying C/O Jeffrey Flathers 25943 Deer Run Lane Salinas, CA 93908	36	Walnut Grove II

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-175-005	\$29.32	Juan M & Maria G Gonzalez De Napoles 1211 N. Steven Ave. Farmersville, CA 93223	35	Walnut Grove II
128-175-006	\$29.32	Jose Luis Santos, Jr. 1199 N. Steven Ave. Farmersville, CA 93223	34	Walnut Grove II
128-175-007	\$29.32	Griselda Sanchez 1191 N. Steven Ave. Farmersville, CA 93223	33	Walnut Grove II
128-175-008	\$29.32	Ida Marie Gomez 1181 N. Steven Ave. Farmersville, CA 93223	32	Walnut Grove II
128-176-008	\$29.32	Michael Guzman 1045 N. Farmersville Blvd. Farmersville, CA 93223	48	Walnut Grove II
128-176-009	\$29.32	Oscar J. Villalobos 3935 E. Cambridge Visalia, CA 93292	47	Walnut Grove II
128-176-010	\$29.32	Ezequiel Cortez 1252 N. Steven Ave. Farmersville, CA 93223	46	Walnut Grove II
128-176-011	\$29.32	Marcus Chaires 1272 N. Steven Ave. Farmersville, CA 93223	45	Walnut Grove II
128-176-012	\$29.32	Dennis and Nancy Clarke 1 Windover Terrace Danville, CA 94506	44	Walnut Grove II
128-176-013	\$29.32	Seferino A. & Maria D. Silva 1292 N. Steven Ave. Farmersville, CA 93223	43	Walnut Grove II
128-176-014	\$29.32	Salvador & Carlota Guerra 702 W. Garret Ave. Farmersville, CA 93223	42	Walnut Grove II
128-176-015	\$29.32	Lorenzo Gutierrez 706 W. Garrett Ave. Farmersville, CA 93223	41	Walnut Grove II
128-176-016	\$29.32	Helen Faye Saulsbury (TR) ATTN: Yvonne Lefleur 22800 Carson Ave. Exeter, CA 93221	40	Walnut Grove II
128-180-001	\$29.32	Noe Cisneros Gonzalez 1032 N. June Ave. Farmersville, CA 93223	9	Walnut Grove II
128-180-002	\$29.32	Francis R. Gomez 1012 N. June Ave. Farmersville, CA 93223	10	Walnut Grove II
128-180-003	\$29.32	Gregorio A. Davalos 825 W. Ponderosa St. Farmersville, CA 93223	11	Walnut Grove II

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-180-004	\$29.32	Pedro & Delia Gonzalez 826 W. Ponderosa St. Farmersville, CA 93223	12	Walnut Grove II
128-180-005	\$29.32	Laura Rose Shandra 806 W. Ponderosa St. Farmersville, CA 93223	13	Walnut Grove II
128-180-006	\$29.32	Richard B & Donna K Phillips 786 W Ponderosa St. Farmersville, CA 93223	14	Walnut Grove II
128-180-007	\$29.32	Juan D. Rocha 756 W. Ponderosa St. Farmersville, CA 93223	15	Walnut Grove II
128-180-008	\$29.32	Faustino Ramos 755 Rita St. Farmersville, CA 93223	20	Walnut Grove II
128-180-009	\$29.32	Gina G. Surita 785 W. Rita St. Farmersville, CA 93223	21	Walnut Grove II
128-180-010	\$29.32	Obie G. & Sammie L. Adkins 805 W. Rita St. Farmersville, CA 93223	22	Walnut Grove II
128-180-011	\$29.32	Favian Espinoza 825 W. Rita St. Farmersville, CA 93223	23	Walnut Grove II
128-180-012	\$29.32	Gloria Contreras (TR) 826 W. Rita St. Farmersville, CA 93223	24	Walnut Grove II
128-180-013	\$29.32	Anthony Siu 33888 Capulet Cir. Fremont, CA 94555	25	Walnut Grove II
128-180-014	\$29.32	Martina Corrales (TR) 1215 N. June Ct. Farmersville, CA 93223	26	Walnut Grove II
128-180-015	\$29.32	Robert Edward & Elizabeth Ellen Griffith 1285 E. Jamestown Dr. Fresno, CA 93720	27	Walnut Grove II
128-180-016	\$29.32	Sandra Ortiz 1214 N. June Ct. Farmersville, CA 93223	28	Walnut Grove II
128-180-017	\$29.32	Esperanza Cervantes 4146 E. Laurel Ave. Visalia, CA 93292	29	Walnut Grove II
128-180-018	\$29.32	Arturo & Flavia Sosa 480 N. Ventura Ave. Farmersville, CA 93223	31	Walnut Grove II
128-180-019	\$29.32	Daniel Jay Mc Alister 786 W. Rita St. Farmersville, CA 93223	30	Walnut Grove II

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
TOTAL 58 LOTS	\$1,700.56			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 09-02, 92-03, 94-01, & 95-01
 Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020-2021

**EXHIBIT "C-3"
 A LISTING OF THE NAMES AND ADDRESSES OF THE
 OWNERS OF THE REAL PROPERTY WITHIN
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-01
 Walnut Grove Subdivision III, Lots 1 through 39, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-180-020	\$29.32	James R. & Denise Mathis 1161 N. Virginia Ave. Farmersville, CA 93223	1	Walnut Grove III
128-180-021	\$29.32	Diego Gonzalez 1171 N. Virginia Ave. Farmersville, CA 93223	2	Walnut Grove III
128-180-022	\$29.32	Melerie Vasquez 1181 N. Virginia Ave. Farmersville, CA 93223	3	Walnut Grove III
128-180-023	\$29.32	Delfino Berber 1191 N. Virginia Ave. Farmersville, CA 93223	4	Walnut Grove III
128-180-024	\$29.32	Valerie & Josue Corvera 1201 N. Virginia Ave. Farmersville, CA 93223	5	Walnut Grove III
128-180-025	\$29.32	Michelle R. Stanhope 1211 N. Virginia Ave. Farmersville, CA 93223	6	Walnut Grove III
128-180-026	\$29.32	Olga & Genaro Marquez 1231 N. Virginia Ave. Farmersville, CA 93223	7	Walnut Grove III
128-180-027	\$29.32	Mendoza Ramon Puga 1251 N. Virginia Ave. Farmersville, CA 93223	8	Walnut Grove III
128-180-028	\$29.32	Rodolfo Longino P.O. Box 434 Farmersville, CA 93223	9	Walnut Grove III
128-180-029	\$29.32	Edmund G. Winslow 1281 N. Virginia Ave. Farmersville, CA 93223	10	Walnut Grove III
128-180-030	\$29.32	Arthur & Flora Cesena 996 W. Garrett Ave. Farmersville, CA 93223	11	Walnut Grove III

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-180-031	\$29.32	Corando & Maria E. Lozano 986 W. Garrett Ave. Farmersville, CA 93223	12	Walnut Grove III
128-180-032	\$29.32	Santillan Gabriela Plantillaz 1195 Perrisito St Perris Ca 92570	13	Walnut Grove III
128-180-033	\$29.32	George & Dorothy J. Raybe 926 W. Garrett Ave. Farmersville, CA 93223	14	Walnut Grove III
128-180-034	\$29.32	Lorena D. Fagundes 906 W. Garrett Ave. Farmersville, CA 93223	15	Walnut Grove III
128-180-035	\$29.32	Nancy Perez 886 W. Garrett Ave. Farmersville, CA 93223	16	Walnut Grove III
128-180-036	\$29.32	Armando Lopez 856 W. Garrett Ave. Farmersville, CA 93223	17	Walnut Grove III
128-180-037	\$29.32	Nicanor & Irma Gomes 826 W. Garrett Ave. Farmersville, CA 93223	18	Walnut Grove III
128-180-038	\$29.32	John F. Lane (TR) 806 W. Garrett Ave. Farmersville, CA 93223	19	Walnut Grove III
128-180-039	\$29.32	Juan D. Flores 796 W. Garrett Ave. Farmersville, CA 93223	20	Walnut Grove III
128-180-040	\$29.32	Robert & Elizabeth Griffith 1285 Jamestown Dr, Fresno, CA 93720	21	Walnut Grove III
128-180-041	\$29.32	Veronica Castro 756 W Garrett Ave Farmersville, CA 93223	22	Walnut Grove III
128-180-042	\$29.32	Richard A., Sr., & Carolyn Raposa 755 W. Garrett Ave. Farmersville, CA 93223	23	Walnut Grove III
128-180-043	\$29.32	Luciano & Rosa M. Saldana 785 W. Garrett Ave. Farmersville, CA 93223	24	Walnut Grove III
128-180-044	\$29.32	Juan Ayala Albarran 795 W Garrett Ave Farmersville, CA 93223	25	Walnut Grove III
128-180-045	\$29.32	Rondy Siu (TR Revoc Trust) 875 38th Ave. San Francisco, CA 94121	26	Walnut Grove III
128-180-046	\$29.32	Hugo Vivanco 20600 Romar St. Chatsworth, CA 91311	27	Walnut Grove III

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-180-047	\$29.32	Lucesia Cisneros 855 W. Garrett Ave. Farmersville, CA 93223	28	Walnut Grove III
128-180-048	\$29.32	Juan Corona Ventura 1272 N. Virginia Ave. Farmersville, CA 93223	29	Walnut Grove III
128-180-049	\$29.32	William W. Harder III 820 Ark Row #612 Salinas, CA 93901	30	Walnut Grove III
128-180-050	\$29.32	Elvira DeLaCruz 1232 N. Virginia Ave. Farmersville, CA 93223	31	Walnut Grove III
128-180-051	\$29.32	Louis P. & Mary V. Maldonado 1212 N. Virginia Ave. Farmersville, CA 93223	32	Walnut Grove III
128-180-052	\$29.32	Robert & Elizabeth E. Griffith 1285 E. Jamestown Dr. Fresno, CA 93720	33	Walnut Grove III
128-180-053	\$29.32	Contreras Ascencion & Esperanza 1192 N. Virginia Ave. Farmersville, CA 93223	34	Walnut Grove III
128-180-054	\$29.32	Gabriel Alejandrez 1182 N. Virginia Ave. Farmersville, CA 93223	35	Walnut Grove III
128-180-055	\$29.32	Jesus Vasquez 856 W. Rita St. Farmersville, CA 93223	36	Walnut Grove III
128-180-056	\$29.32	Roger Mayorga 855 W. Rita Ave. Farmersville, CA 93223	37	Walnut Grove III
128-180-057	\$29.32	Oscar & Irma Saldana 885 Rita St. Farmersville, CA 93223	38	Walnut Grove III
128-180-058	\$29.32	Olga Cruz 1102 N. Virginia Ave. Farmersville, CA 93223	39	Walnut Grove III
TOTAL 39 LOTS	\$1,143.48			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 09-02, 92-03, 94-01, & 95-01
Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020–2021

**EXHIBIT "C-4"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 95-01
Walnut Grove Subdivision IV, Lots 1 through 36, inclusive**

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-180-059	\$29.32	Jose & Michaela Leal 605 E. Rose Ave. Santa Maria, CA 93454	1	Walnut Grove IV
128-180-060	\$29.32	Gaudencio Cortes 1004 N. June Ave. Farmersville, CA 93223	2	Walnut Grove IV
128-180-061	\$29.32	Nicasio & Sara Luquin 1002 N. June Ave. Farmersville, CA 93223	3	Walnut Grove IV
128-180-062	\$29.32	Ana Fabiola Jimenez Orozco 805 W. Petunia St. Farmersville, CA 93223	4	Walnut Grove IV
128-180-063	\$29.32	Efrain Sanchez Loza 825 W. Petunia St. Farmersville, CA 93223	5	Walnut Grove IV
128-180-064	\$29.32	Celerina Ramos 855 W. Petunia St. Farmersville, CA 93223	6	Walnut Grove IV
128-180-065	\$29.32	Marcos Valdez 885 W Petunia St. Farmersville, CA 93223	7	Walnut Grove IV
128-180-066	\$29.32	Jesus Lopez 895 W. Petunia St. Farmersville, CA 93223	8	Walnut Grove IV
128-180-067	\$29.32	Anthony P. & Dora M. Bishop 905 W. Petunia St. Farmersville, CA 93223	9	Walnut Grove IV
128-180-068	\$29.32	Maricela H. & Juan A. Villarreal 3131 W. Perez Ave. Visalia CA 93291	10	Walnut Grove IV
128-180-069	\$29.32	Jesus Ramos 955 W. Petunia St. Farmersville, CA 93223	11	Walnut Grove IV

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-180-070	\$29.32	Martinez Ignacio Jr 985 W. Petunia St. Farmersville, CA 93223	12	Walnut Grove IV
128-180-071	\$29.32	Jose F. & Hilda H. Fuentes 995 W. Petunia St. Farmersville, CA 93223	13	Walnut Grove IV
128-180-072	\$29.32	Leslie Lankton 18143 Avenue 312 Visalia, CA 93292-9629	14	Walnut Grove IV
128-180-073	\$29.32	Luis Arturo Rodriguez 986 W. Petunia St. Farmersville, CA 93223	15	Walnut Grove IV
128-180-074	\$29.32	Jose Reyes & Ana V. Rodriguez 956 W. Petunia St. Farmersville, CA 93223	16	Walnut Grove IV
128-180-075	\$29.32	Myron K. & Adela Wiley 926 W. Petunia St. Farmersville, CA 93223	17	Walnut Grove IV
128-180-076	\$29.32	Octavio Barajas 906 W. Petunia St. Farmersville, CA 93223	18	Walnut Grove IV
128-180-077	\$29.32	Ruben A. & Anita Garcia 886 Petunia St. Farmersville, CA 93223	19	Walnut Grove IV
128-180-078	\$29.32	Salud L. Lemus 856 W. Petunia St. Farmersville, CA 93223	20	Walnut Grove IV
128-180-079	\$29.32	Jose & Ana Lopez 1826 W. Petunia St. Farmersville, CA 93223	21	Walnut Grove IV
128-180-080	\$29.32	Fidelfo & Maria Navarro 855 W. Ponderosa St. Farmersville, CA 93223	22	Walnut Grove IV
128-180-081	\$29.32	Elvira Escamilla 885 W. Ponderosa St. Farmersville, CA 93223	23	Walnut Grove IV
128-180-082	\$29.32	Anibal Palomino 905 W. Ponderosa Farmersville, CA 93223	24	Walnut Grove IV
128-180-083	\$29.32	Jose A. Alejandrez 925 W. Ponderosa St. Farmersville, CA 93223	25	Walnut Grove IV
128-180-084	\$29.32	Mario Diaz 955 W. Ponderosa St. Farmersville, CA 93223	26	Walnut Grove IV
128-180-085	\$29.32	Juan C. & Ana M. Davila 985 W. Ponderosa Farmersville, CA 93223	27	Walnut Grove IV

ASSESSOR'S PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-180-086	\$29.32	Esperanza F. Garcia 1055 N. Virginia Ave. Farmersville, CA 93223	28	Walnut Grove IV
128-180-087	\$29.32	Vernon L. II & Martha Vilhauer 1101 N. Virginia Ave. Farmersville, CA 93223	29	Walnut Grove IV
128-180-088	\$29.32	Escamilla Efren Sr 1102 N. Virginia Ave. Farmersville, CA 93223	30	Walnut Grove IV
128-180-089	\$29.32	Lorena Brown 1151 N. Virginia Ave Farmersville, CA 93223	31	Walnut Grove IV
128-180-090	\$29.32	Guadalupe Peter Jr & Enedina Duran Gasca 1152 N. Virginia Ave. Farmersville, CA 93223	32	Walnut Grove IV
128-180-091	\$29.32	Sergio & Angelina Romero P.O. Box 204 Farmersville, CA 93223	33	Walnut Grove IV
128-180-092	\$29.32	Escamilla Efren 1102 N. Virginia Ave. Farmersville, CA 93223	34	Walnut Grove IV
128-180-093	\$29.32	Guadalupe Cisneros 886 W. Ponderosa St. Farmersville, CA 93223	35	Walnut Grove IV
128-180-094	\$29.32	Ignacio & Guadalupe P. Montejano 856 W. Ponderosa St. Farmersville, CA 93223	36	Walnut Grove IV
TOTAL 36 LOTS	\$1,055.52			

NOTE: Descriptions of the parcels being assessed in this landscaping and lighting assessment district are contained in the County of Tulare Assessment Roll, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
NOS. 09-02, 92-03, 94-01, & 95-01
Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020–2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

INDIVIDUAL COSTS:

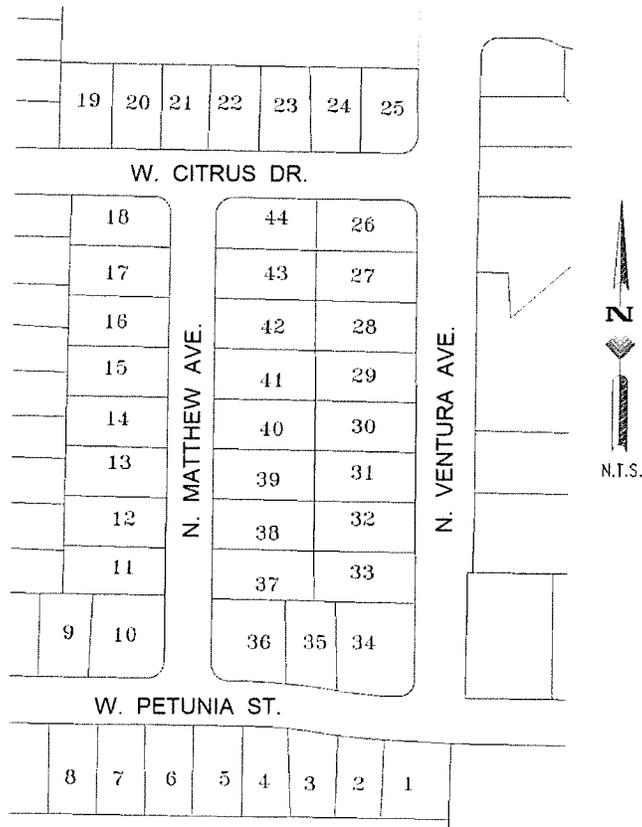
100 percent of the cost of the maintenance and operation are divided equally by 177 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 09-02, 92-03, 94-01, & 95-01
 Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020-2021

**EXHIBIT "E-1"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 09-02
 Walnut Grove Subdivision I, Lots 1 through 44, inclusive**

Being a subdivision of a portion of Parcel 1 of Parcel Map No. 1898, Recorded in Book 19 of Parcel Maps at Page 99, Tulare County Records also being situated in a portion of the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, excepting therefrom, all that portion lying within Walnut Grove Subdivision I recorded in Volume 35 of Maps, at Page 13 Tulare County Records.



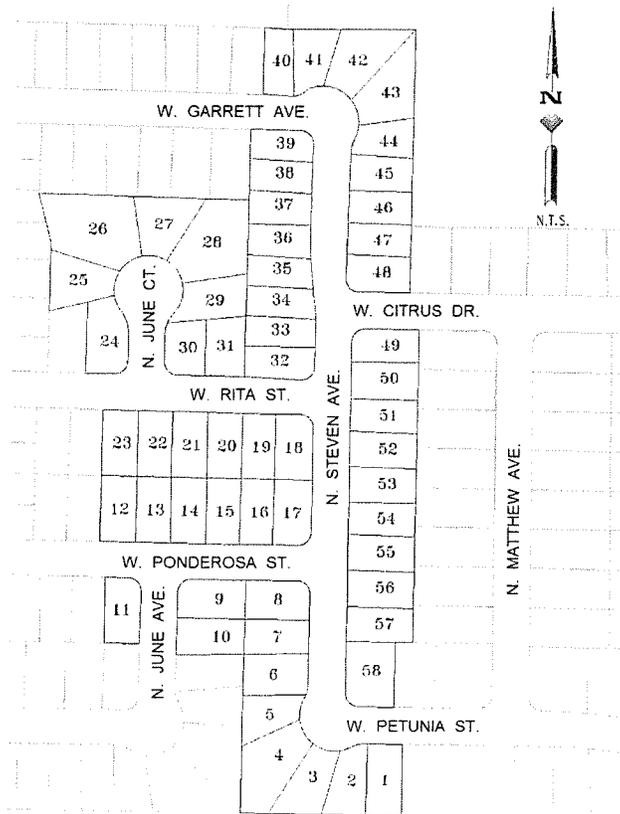
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 128-17, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 09-02, 92-03, 94-01, & 95-01
 Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020-2021

**EXHIBIT "E-2"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 92-03
 Walnut Grove Subdivision II, Lots 1 through 58, inclusive**

Being a subdivision of a portion of Parcel 1 of Parcel Map No. 1898, recorded in Book 19 of Parcel Maps at Page 99, Tulare County Records, also being situated in a portion of the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, excepting therefrom, all that portion lying within Walnut Grove Subdivision I recorded in Volume 35 of Maps, at Page 86, Tulare County Records.



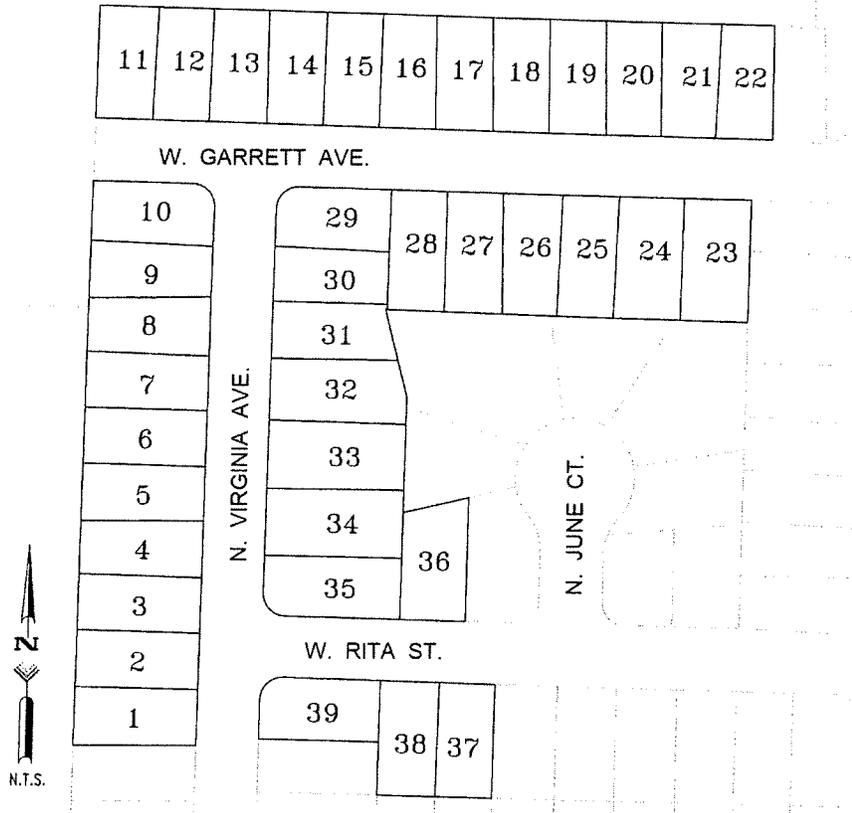
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Maps 128-17 and 128-18, which are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 09-02, 92-03, 94-01, & 95-01
 Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020-2021

**EXHIBIT "E-3"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 94-01
 Walnut Grove Subdivision III, Lots 1 through 39, inclusive**

Being a subdivision of a portion of the remainder as shown on Walnut Grove Subdivision II, recorded in Volume 35 of Maps at Page 86, Tulare County Records, also being situated in a portion of the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Walnut Grove Subdivision III, Lots 1 through 39, inclusive.



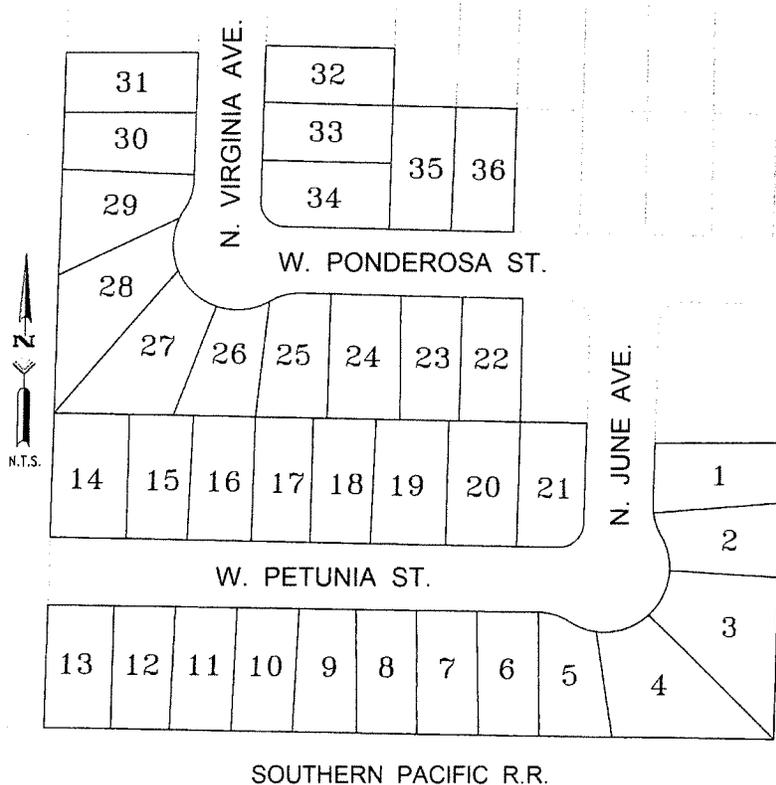
NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 128-18, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 NOS. 09-02, 92-03, 94-01, & 95-01
 Walnut Grove Subdivisions I, II, III, & IV**

FISCAL YEAR 2020-2021

**EXHIBIT "E-4"
 DESCRIPTION FOR
 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 95-01
 Walnut Grove Subdivision IV, Lots 1 through 36, inclusive**

Being a subdivision of a portion of the remainder as shown on Walnut Grove Subdivision III, recorded in Volume 36 of Maps at Page 59, Tulare County Records, also being situated in a portion of the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Walnut Grove Subdivision IV, Lots 1 through 36, inclusive.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 128-18, which is incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 19-01
Petunia Street Subdivision, Lots 2 through 19, inclusive**

(Pursuant to the Landscaping and Lighting Act of 1972)

FISCAL YEAR 2020-2021

Lisa Wallis-Dutra, Engineer of Work for Landscaping and Lighting Assessment District 19-01, City of Farmersville, Tulare County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

- Maintenance of climbing vines, shrubs, trees within parkway strip, irrigation systems, street lighting, and south block wall.

This report consists of five exhibits, as follows:

EXHIBIT "A" – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

EXHIBIT "B" – An estimate of the maintenance cost of the improvements.

EXHIBIT "C" – An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district; together with a list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk.

EXHIBIT "D" – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

EXHIBIT "E" – A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit "C" by assessment number.

Respectfully submitted,



Lisa M. Wallis-Dutra, RCE 71262
City Engineer

Date



**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 19-01
Petunia Street Subdivision (Lots 2 through 19, inclusive)**

FISCAL YEAR 2020-2021

**EXHIBIT "A"
PLANS & SPECIFICATIONS**

Plans and specifications for the improvements are those prepared by the subdivision's engineer for the City Engineer. These plans and specifications have been filed separately with the Clerk of the legislative body and are incorporated in this Report by reference.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 19-01
Petunia Street Subdivision (Lots 2 through 19, inclusive)**

FISCAL YEAR 2020-2021

**EXHIBIT "B"
ESTIMATED ASSESSMENTS**

No.	Maintenance Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Landscape Maintenance, Labor/Materials	9,786	SF	\$0.15	\$1,467.90	\$0.16	\$1,565.76
2	Irrigation Maintenance, Labor/Materials	9,786	SF	\$0.12	\$1,174.32	\$0.13	\$1,272.18
3	Electricity-Irrigation	12	Month	\$22.66	\$271.92	\$23.33	\$279.96
4	Lighting System Electricity and Maintenance (Labor/Materials)	2	Each	\$153.99	\$307.98	\$158.60	\$317.20
5	Wall Maintenance, Labor/Materials	1,413	LF	\$1.55	\$2,190.15	\$1.59	\$2,246.67
6	Water Usage	1	LS	\$100.00	\$100.00	\$103.00	\$103.00
Maintenance Costs Subtotal					\$5,512.27		\$5,784.77

	Incidental Costs	Quantities	Units	Previous Rate	Yearly Amount	NEW Rate	Yearly Amount
1	Staff Preparation of Documents	1	LS	\$650.00	\$650.00	\$650.00	\$650.00
2	Notice of Public Hearing	1	LS	\$50.00	\$50.00	\$50.00	\$50.00
3	Collection of Assessment	1	LS	\$70.00	\$70.00	\$70.00	\$70.00
Incidental Costs Subtotal					\$770.00		\$770.00

Assessments			
Estimated Annual Total Cost		\$6,282.27	\$6,554.77
Allowed Annual Total Cost			\$6,470.74
Number of Parcels			18
Annual Cost per Parcel			\$359.49
Annual Assessment per Parcel			\$349.02
Percent Increase from Previous Year			0.00%

NOTE: The individual assessment for each parcel for 2020–2021 will be \$349.02 per year, which is an increase of 0.00 percent from its original formation assessment of \$349.02 per year. This district was recently formed, and the improvements have not been fully constructed. For this reason, no increase was applied.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 19-01
Petunia Street Subdivision (Lots 2 through 19, inclusive)**

FISCAL YEAR 2020-2021

**EXHIBIT "C"
A LISTING OF THE NAMES AND ADDRESSES OF THE
OWNERS OF THE REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT**

ASSESSORS' PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	2	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	3	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	4	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	5	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	6	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	7	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	8	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	9	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	10	Petunia Street Subdivision

ASSESSORS' PARCEL NUMBER	\$ AMOUNT	NAME	ASSESSMENT NUMBER	SUBDIVISION DESCRIPTION
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	11	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	12	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	13	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	14	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	15	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	16	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	17	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	18	Petunia Street Subdivision
128-040-026	\$349.02	Ramon & April K. Trujillo (TRS LIV TR) 710 S. Pinkham Road Visalia, CA 93292-1578	19	Petunia Street Subdivision
Total 18 Lots	\$6282.36			

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 19-01
Petunia Street Subdivision (Lots 2 through 19, inclusive)**

FISCAL YEAR 2020-2021

**EXHIBIT "D"
METHOD OF APPORTIONMENT OF ASSESSMENT**

The methods of apportionment of assessment are as follows:

RATIONALE

Each of these parcels receives special benefits, above and beyond any general benefit to the public, from the maintenance and operation of the landscaping, walls, and street lighting for this residential development.

The special benefits enjoyed are shared equally by the parcels in the development, and are proportional to the estimated costs of the maintenance and operations as detailed in Exhibit "B" hereto.

In addition, this assessment shall automatically increase on an annual basis to cover the increase in the cost of maintenance. However, the cost increase shall not exceed three percent (3%) annually.

INDIVIDUAL COSTS:

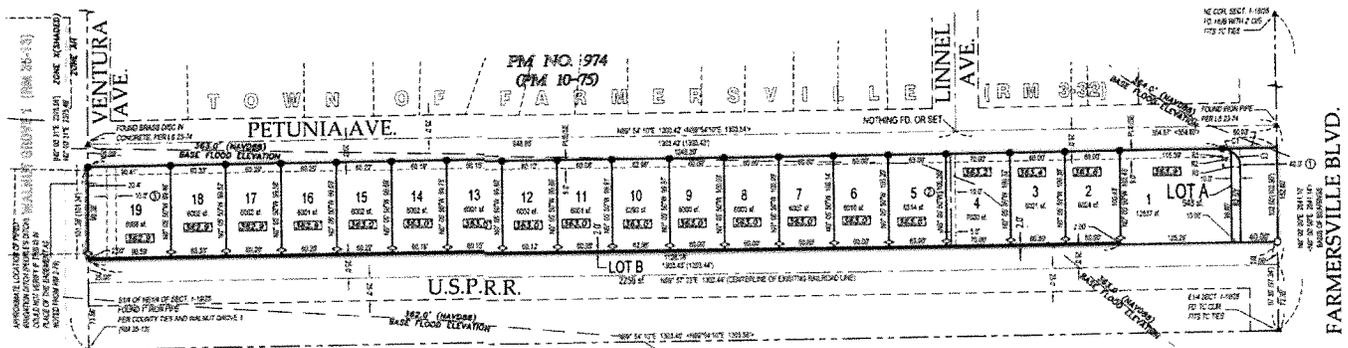
100 percent of the cost of the maintenance and operation are divided equally by 18 lots.

**ENGINEER'S REPORT OF CITY OF FARMERSVILLE
 LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 19-01
 Petunia Street Subdivision (Lots 2 through 19, inclusive)**

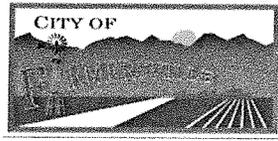
FISCAL YEAR 2020-2021

**EXHIBIT "E"
 ASSESSMENT DISTRICT DESCRIPTION**

Being a division of a portion of the Northeast quarter of Section 1, Township 19 south, Range 25 East, Mount Diablo Base and Meridian, in the City of Farmersville, County of Tulare, State of California, more particularly described as Petunia Street Subdivision.



NOTE: The lines and dimensions of the parcels being assessed in this landscaping and lighting assessment district are shown on County of Tulare Assessor's Map 128-04 which is incorporated in this Report by reference.



City Council

Staff Report 8A

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Resolution 2020-025 adopting Tulare County Association of Governments Amendment No. 5 to the Measure R Expenditure Plan

RECOMMENDED ACTION:

It is recommended that the City Council adopt Resolution 2020-025 approving Tulare County Association of Governments Amendment No. 5 to the Measure R Expenditure Plan.

BACKGROUND and DISCUSSION:

The Tulare County Association of Governments (TCAG) has proposed Amendment No. 5 to the Measure R Expenditure Plan. The amendments are for the Regional Projects Program and the Air Quality Program. A detailed summary is attached for Council's review.

On May 18, 2020 the Tulare County Transportation Authority took action to allow for the submittal of the fifth Measure R Expenditure Plan amendment. All nine member agencies have been asked by TCAG to present the proposed amendment to their respective governing boards for approval by resolution.

FISCAL IMPACT:

There is no cost to the City associated with the recommended action.

ATTACHMENT(S):

Summary of Amendment No. 5
Resolution 2020-025

TO: Member Agencies

FROM: Ted Smalley, TCAG Executive Director
Leslie Davis, TCAG Fiscal Director

DATE: May 18, 2020

SUBJECT: Measure R Expenditure Plan Amendment Five (5) Summary of 2020
Measure R Amendment Requests

The Tulare County City Managers and CAO requested TCAG to initiate the process for a Fifth (5) amendment to the Measure R Expenditure Plan. TCTA Board approved a schedule for a potential amendment to the Measure R Expenditure Plan. The following is a discussion of amendment parameters by Measure R category.

Local Programs (35%)

There are no requested changes to the Local Programs category. The Local Program category of Measure R has a defined distribution formula with an annual update to reflect changes in population and mileage for each agency. There are no new incorporated cities in Tulare County that would result in a need to change the number of agencies shown in the Expenditure Plan. As a result, it is unlikely that the TCTA Board would support any changes to the Local Program category of Measure R.

Summary: No recommended changes

Administration and Planning (1%)

Similar to the Local Program, there are no expected changes to the Administration and Planning category. TCTA Board committed to the public that the administration percentage will not be increased. TCTA staff also combined other transportation planning efforts resulting in cost effective use of multiple funding sources. There are no new planning or reporting regulations that would result in additional work not originally projected. As a result, it is unlikely that the TCTA Board would support any changes to the Administration and Planning category of Measure R.

Summary: No recommended changes

Regional Projects Program (50%)

The Regional Projects Program represents the largest section of Measure R. The projects were also the featured items presented to the public during the Measure R public information effort prior to the approval of Measure R. As a result, there are proposed changes that will enhance or increase the ability to delivery critical projects for the region. There are three requests to amend regional projects. The amendments are revenue neutral and will not increase the funding amounts for regional projects.

Air Quality Program (Transit/Bike/Environmental Projects) (14%)

The Air Quality Program (or Transit/Bike/Environmental Projects Program) represents the most diverse section of Measure R. Implementation of bike, transit, and pedestrian projects continues to be a priority of the state. Technology is changing the opportunities for transit collaboration. As a result, there are four requests to amend the Air Quality Program.

Measure R Expenditure Plan Amendment Five (5) requests

1. **Request:** Provide flexibility for funding regional bike/trail improvements from the city of Visalia to Exeter and include ability to fund the Rocky Hill corridor bike/trail project.

Requesting Agency: Cities of Visalia, Farmersville, Exeter and County of Tulare

Discussion: TCAG/TCTA funded a feasibility study of the K Road bike/trail potential project. As a result of the study, the Cities of Visalia, Farmersville, Exeter, and the County of Tulare did not support the K road alternative due to costs, maintenance and challenges related to railroad crossings. A more cost effective solution of placing the bike trail (where feasible) along the Caldwell corridor was determined to be more feasible and cost effective.

The following language is proposed as an amendment to the Measure R Expenditure Plan as Note 25:

“For the Regional K Road to Exeter project on Table 5, the project is defined to allow the funding to be used for parallel projects within one mile of the K road alignment. This includes but is not limited to the Avenue 280/Visalia Road/Caldwell Avenue corridor. The corridor limits are expanded to start at the west end at the Santa Fe Trail and on the east end Yokohl Drive. The limits include a second section, the Rocky Hill Corridor from Spruce Avenue to Yokohl Drive.”

TCAG Staff Recommendation: Support the amendment.

City Manager Recommendation: Support

2. **Request:** Provide flexibility for trail and sidewalk maintenance and security

Requesting Agency: All

Discussion: Over the past fifteen years, significant bike and pedestrian trail funding has been provided through Measure R, federal programs, and Active Transportation Program at the state level. Maintenance is critical to preserve the investment of assets. However, the federal and state sources may not be used for maintenance. The Measure R Expenditure Plan does not provide clarification if maintenance and security is an allowable expense for Air Quality Program funding. Providing clarification and allowance will increase the useful life and the potential number of users of the bike and pedestrian system.

The following line/language is proposed to be added to pages 4 and 23 under the Transit/Bike/Environmental Mitigation (Air Quality) Program:

“Maintenance and Security”

TCAG Staff Recommendation: Support the amendment with the condition that the amount allocated for “maintenance and security” on a per year basis be limited to \$100,000 for Visalia and Porterville, and up to \$25,000 for other member agencies. Allowance for maintenance funding would be required to satisfy the Maintenance of Effort requirement (Ordinance No. 2006-01 Section 11-C).

City Manager Recommendation: Support

3. **Request:** Provide funding for Sustainable Corridor projects

Requesting Agency: All

Discussion: The Regional Mitigation Banking Program was created to allow mitigation land purchases to occur ahead of schedule resulting in advancing project delivery. There were several challenges related to program establishment, funding amounts, and the ability to project needs for future projects given the delisting of species related to mitigation requirements. As a result, the mitigation banking program did not materialize. However, the program could be revised to allow for critical environmental projects on corridors in Tulare County. The proposal would change the program to allow funding of corridor environmental projects.

On page 10 and 23, change the Regional Mitigation Banking Program to the Sustainable Corridor Program

The note on page 23 (second to last paragraph) would be revised to state:

“The Environmental Mitigation funds would be applied to the Sustainable Corridor Program. The Sustainable Corridors Program is intended to fund partnership projects (Caltrans) on major regional state highways: SR 65, SR 99, SR 190, and SR 198 for projects that improve the aesthetic views of the corridor. Projects are intended to sustain and enhance the beauty and environmental quality (air quality) of the corridor through landscape treatments, both hardscape and vegetation, including but not limited to new plantings, landscape screenings, maintenance, and debris removal.”

TCAG Staff Recommendation: Support the amendment with the condition that project recommendations come from the Corridor Committees for TCTA Board consideration. Project eligibility will be further defined in the policies and procedures.

City Manager Recommendation: Support

4. **Request:** Create a \$2 million Transit Innovation and Technology Program

Requesting Agencies: Indirectly all agencies. (The proposal is from TCAG staff to help address issues for matching funds for new technology)

Discussion: The TCAG board has established transit coordination as a top priority. In addition, there continues to be new technology development for transportation.

This new program would provide supplemental funding for regionally beneficial pilot projects and new technology investments.

On Page 11, add a new Tier II program “Transit Innovation and Technology Program” in the amount of \$2 million.

TCAG Staff Recommendation: Support the amendment with the condition the additional funding is used to supplement costs if there is a demonstration additional costs occurred from conducting a transit pilot program. As a result of the recent Covid-19 fiscal impacts, staff recommends the program be established and guidelines prepared; but program be delayed until fiscally prudent to fund. Also, guidelines for the program will require TCTA Board approval prior to offering funding.

City Manager Recommendation: Support

5. **Request:** Project funding clarification for SR-190 and SR-65 funds

Requesting Agencies: City of Porterville

Discussion: The Amendment would provide the opportunity to provide critical projects as established by the city council.

On page 21/item 22, replace the second sentence with the following:

“Flexibility may include the determination of different interchanges, over-crossing priorities, and parallel facility improvements within two miles. Parallel facility improvements will be required to demonstrate benefit to either the SR-65 or SR-190 corridor.”

TCAG Staff Recommendation: Support the amendment with the condition that Parallel facility improvements will be required to demonstrate benefit to either the SR-65 or SR-190 corridor.

City Manager Recommendation: Support

6. **Request:** Project funding clarification for SR-198 funds

Requesting Agencies: City of Visalia

Discussion: Funding through TCAG, The City of Visalia and Cal Trans performed the SR-198 Corridor Study. As a result of the study, numerous projects have been identified along the corridor that outnumbers the current project list within Measure R. The City of Visalia is seeking an amendment that will allow flexibility to select a specific project within the corridor. The Amendment would provide the opportunity to provide critical projects as established by the city council.

On page 21/item 21, replace the second sentence with the following:

“Flexibility may include the determination of different interchanges, over-crossing priorities, and parallel facility improvements within two miles. Parallel facility improvements will be required to demonstrate benefit the SR-198 corridor.”

TCAG Staff Recommendation: Support the amendment with the condition that Parallel facility improvements will be required to demonstrate benefit to the SR-198 corridor.

City Manager Recommendation: Support

7. **Request:** Replace the funding for Avenue 416 (Euclid to Snyder) with City of Dinuba corridor improvements

Requesting Agencies: City of Dinuba

Discussion: The "last mile" of Avenue 416 is within a dense urban area. Widening of Avenue 416 for this section would require a significant number of residential home purchases and likely reduction of park land. The costs for this section is significant. The Amendment would provide the opportunity to provide other critical projects as established by the city council.

On Page 6, replace "Avenue 416/Euclid to Snyder" with "Dinuba Corridor Improvements" and move to Page 7.

TCAG Staff Recommendation: Support the amendment with the condition that improvements would be required to be on the Avenue 416 or Avenue 400 corridor.

City Manager Recommendation: Support

8. **Request:** Technical Changes

Requesting Agencies: TCAG Staff

Discussion: As technology changes, the types of cleaner burning vehicles changes. The original Expenditure Plan listed "CNG". However, transit fleets are required to convert to electric technology. The type of rail that may occur in the future may change as well. Currently, the Expenditure Plan shows "light rail." Light rail may or may not be what is used in the future in Tulare County.

On page 10, remove the term "CNG" and remove the number after buses for the County and Porterville.

On page 10, change "regional Light Rail ROW preservation" to "Regional Transit Corridor ROW preservation"

TCAG Staff Recommendation: Support the amendment

City Manager Recommendation: Support

RESOLUTION 2020-025

A RESOLUTION OF THE COUNCIL OF THE CITY OF FARMERSVILLE APPROVING TULARE COUNTY ASSOCIATION OF GOVERNMENTS PROPOSED AMENDMENT NO. 5 TO THE MEASURE R EXPENDITURE PLAN

WHEREAS, the Tulare County Association of Governments (TCAG) has proposed Amendment No. 5 to the Measure R Expenditure Plan related to the Regional Projects Program and Air Quality Program.

WHEREAS, the Regional K Road to Exeter project will allow funding to be used for parallel projects within one mile of the K Road alignment along the Avenue 280/Visalia Road/Caldwell Avenue corridor starting at the west end of the Santa Fe Trail and on the east end of Yokohl Drive, plus the Rocky Hill Corridor from Spruce Avenue to Yokohl Drive.

WHEREAS, clarification under the Transit/Bike/Environmental Mitigation Program will include Maintenance and Security for trails with an allocation of \$100,000 per year for Visalia and Porterville, and up to \$25,000 for other member agencies.

WHEREAS, the Environmental Mitigation funds would be applied to the Sustainable Corridor Program for SR 65, SR 99, SR 190, and SR 198 projects that improve the aesthetic views of the corridor.

WHEREAS, a Transit Innovation and Technology Program will be created to help address issues for matching funds for new technology in the amount of \$2,000,000.

WHEREAS, the City of Porterville proposes SR-190 and SR-65 funds to include the flexibility of determination of different interchanges, over-crossing priorities, and parallel facility improvements within two miles if there is a demonstrated benefit to either corridor.

WHEREAS, the City of Visalia proposes flexibility of determination of different interchanges, over-crossing priorities, and parallel facility improvements within two miles if there is demonstrated benefit to the SR-198 corridor.

WHEREAS, the City of Dinuba proposes to replace the funding for Avenue 416 with City of Dinuba corridor improvements.

WHEREAS, the types of cleaner burning vehicles change, therefore TCAG proposes removing the term "CNG" and remove the number of buses for the County and Porterville, and change "regional Light Rail ROW preservation to "Regional Transit Corridor ROW preservation".

WHEREAS, on May 18, 2020 the Tulare County Transportation Authority (the Authority) took action to allow for the submittal of the fifth Measure R Expenditure Plan amendment.

WHEREAS: all nine member agencies have been asked by TCAG to present the proposed amendment No. 5 (Attachment 1) to their respective governing boards requesting a Resolution of Support to be provided to the Authority, by August 1, 2020.

NOW, THEREFORE, BE IT RESOLVED, the Farmersville City Council hereby resolves to approve Amendment No. 5 to the Measure R Expenditure Plan to fund the requests pertaining to the Regional Projects Program and Air Quality Program.

The foregoing Resolution was adopted at a regular meeting of the City Council held on the 22nd day of June, 2020, by motion of Councilmember _____ with Second by Councilmember _____ and approved by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

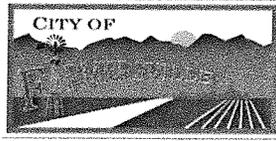
ABSENT: _____

BY:

ATTEST:

Greg Gomez, Mayor

Rochelle Giovani, City Clerk



City Council

Staff Report 8B

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Tulare County Regional Transit Authority Joint Powers Agreement

RECOMMENDED ACTION:

It is recommended that the City Council review and take action regarding the Tulare County Regional Transit Agency Joint Powers Agreement.

BACKGROUND and DISCUSSION:

The Tulare County Association of Governments (TCAG) has been having discussions with city representatives over the last year about the creation of a Tulare County Regional Transit Agency through a Joint Powers Agreement (JPA) in order to address rising costs of transit services and to improve levels of service. The purpose of the Agency is to own, operate, and administer a single public transportation system within all of the member jurisdictions. TCAG had hired a consultant to analyze a regional transit system for Tulare County and an update from the consultant is attached which addresses consolidation of transit systems.

The Transit Agency would be governed by a board made up of one representative from each member agency. The board would hire an executive director, determine service levels, and adopt budgets. It appears that the City of Visalia will not be joining the JPA, but it is likely that all of the other agencies will. Since the City of Farmersville currently contracts with Visalia for transit services, a transition plan would need to be developed in order to provide continued services.

A draft of the JPA was first presented to the City Council on March 23rd, and the final version was forwarded to Council on June 9th and is also attached to this staff report. If the Council chooses to approve the JPA for the creation of the Tulare County Regional Transit Agency and become a Member Agency, Resolution 2020-028 is attached for consideration.

The City's financial contribution would be based on a pro rata share determined by population and transit service hours. The City currently contracts with the City of Visalia for transit services and is funded as follows:

2019-20 State Transit Assistance Fund Apportionment	\$	93,158
2019-20 State of Good Repair	\$	18,121
2019-20 LCTOP funds less 5%	\$	19,623
2019-20 LTF funds	\$	201,717
Total	\$	332,619

ALTERNATIVES:

Adopt Resolution 2020-028 to approve the Tulare County Regional Transit Agency Joint Powers Agreement; or

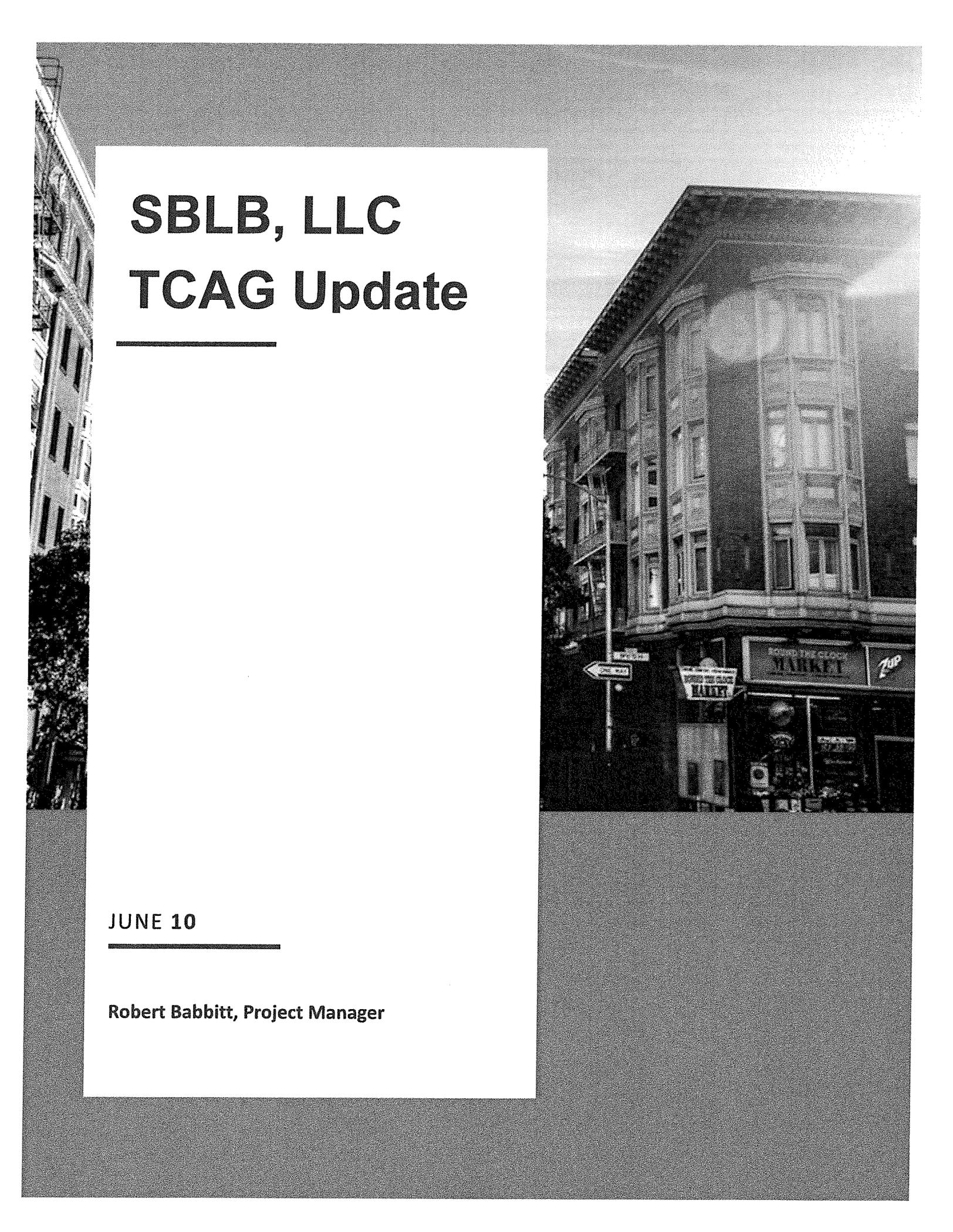
The City Council can decide to not join the Transit Agency and continue contracting with the City of Visalia to provide transit services.

FISCAL IMPACT:

The annual contribution under the JPA is unknown at this time. The current contract with the City of Visalia is \$332,619 for the next year.

ATTACHMENT(S):

SBLB TCAG Update
 Joint Powers Agreement
 Resolution 2020-028

A black and white photograph of a multi-story building with a prominent bay window. The ground floor features a market with signs for 'MARKET' and 'ZUP'. A street sign is visible on the left side of the building.

SBLB, LLC

TCAG Update

JUNE 10

Robert Babbitt, Project Manager

SBLB, LLC TCAG Update

In Association with Multimodal Solutions

“...many of our nation’s transit public transportation systems are facing extraordinary challenges...”

K Jane Williams, FTA Acting Administrator; April 2, 2020

Tulare County Council of Governments (TCAG) Post Covid-19 Coordination

Consolidating the structure of transit service allows the region to optimize resources, respond more quickly to passenger needs, enhance funding opportunities, adjust service provision models and fulfill regulatory requirements.

CHANGED CONDITIONS IN LAST SIX MONTHS

=====

Decline in Sales Tax Revenues

The State of California is losing revenue due to the pandemic. In May 2020 Governor Newsom proposed a \$203 billion state budget that dealt with the \$54 billion gap caused by the pandemic.

This will far exceed any amount of federal supplements that may be received. This will impact the TDA funding level for a longer period and in turn will accelerate the time it will take for the region to deplete TDA and local sales tax funding. The entities that do not work together will be exposed to utilizing their general funds to supplement the traditional transit funding.

Decline in Farebox revenue

New fare policy and collection methods need to be developed for the future that address both regional fare plans and touchless fare collection. This is an opportunity to centralize fare policy to best position the region to respond to the individual mobility needs of the residents. Transit systems that have suspended their fares due to COVID-19 include Foothills Transit -West Covina, Omnitrans-San Bernardino, San Diego-MTS, Big Blue Bus-Santa Monica, AC Transit-Oakland and the Santa Clara VTA.

Reduction of Ridership on Fixed Route/Need for New Alternatives

There is a growing demand for microtransit and personalized service that works best through regional service provision.

Transit agencies across the country are reviewing the operating service models to maintain mobility but to also address their customer's reluctance to ride. Listed below is a review of programs that have been initiated as a result of transit agencies responding to COVID-19.

May 2020

Columbus, OH

COTA is providing a new microtransit plus service that is designed to complement existing transit options during the COVID-19 pandemic. This three-month pilot will provide transit access for customers who are experiencing reduced service or lost fixed route service in parts of the Columbus metro.

April 2020

Los Angeles, CA

LA Metro has made emergency adjustments to the Mobility on Demand Program as a result of COVID-19 in order to ensure there are transportation options for people who need them most during this difficult time.

Denton County Texas, Detroit and St. Louis also have initiated microtransit services as a result of their COVID-19 crisis.

Changing service Delivery Models

Transit agencies in Austin, Houston, Dallas, Reno, Spokane and San Diego-CTSA have adjusted their service delivery models to help in delivering meals to residents and Yolo Bus-Davis is delivering food from their Food Bank in order to assist communities and utilize equipment.

The City of Helena and Green Bay have suspended their fixed route services and allowed for medical trips only on paratransit.

Maintaining safety and cleaning protocols

The Corona virus has no boundaries within the service area, therefore; regional safety and cleaning protocols should be developed and applied throughout the service area. In addition, economies of scale should be pursued in supply procurements.

Opportunities for Innovation and Coordination Considerations

Although coordination can be viewed as an agency by agency function there are other ways that could be pursued.

Consider centralizing some functions as a staged reorganization process. Capital projects, grant administration and regulatory compliance come first as a pilot project. The other functions are implemented over time. Select paratransit to be the initial regional service. Fund an enhanced technology and microtransit system as a regional priority. Include fare promotions and enhanced marketing to raise the level of awareness from the public regarding transit innovation and responsiveness. The jurisdictions that join the JPA first will receive the first microtransit implementation for their residents.

CHANGES POSSIBLE IF LESS THAN FIVE SYSTEMS CONSOLIDATE

=====

Full Consolidation

There have been several cases in which policy choices for transit reorganization have hesitated. In Dallas, the vote for the Lone Star Transportation Authority failed in 1979. The revised plan for Dallas Area Rapid Transit passed in 1983. In Atlanta, the vote for MARTA failed in 1968. The revised plan passed in 1971.

In California, there are many successful cases of transition to a Joint Powers Authority. There are also similarities in the challenges faced on the path toward transition.

Jurisdictions often do not want to lose ownership of the organization that has been built. Control is frequently a stumbling block in this path. This is not unlike the challenges private sector companies face when offered a potential merger. Many efforts of this type in transit proceed with a due diligence phase in which employee issues, contractor issues, board composition, voting requirements, financial forecasts, technological impacts and veto powers are resolved.

Among the many California cases, Victor Valley, Calaveras, Solano, and Eastern Sierra are noteworthy. Victor Valley began contract service for one Barstow route in 2011. VVTA was encouraged by the county to consider merger of the smaller Barstow operation. The benefits were clear to many. The agreement began in September 2014. The hesitations were resolved for the Barstow policy makers through use of a two year lease of the fleet. If certain positive results were not achieved, the vehicles could be returned to Barstow and the merger could cease.

The Eastern Sierra Transit Authority JPA was created in 2006 by the four partner agencies. For a year, the integration of services took shape and the

partners (Mono County, Inyo County, Bishop and Mammoth Lakes) agreed to the last step in the transition in mid 2007. ESTA assumed operations of all services at that point.

Calaveras Transit Agency is a Joint Powers Authority formed in March, 2018. The City of Angels Camp had contracted with Calaveras County for over a decade. The Public Works department had managed the system until a pattern of riders and revenue decrease brought the focus to the JPA. The change in voting, and in local government funding were significant changes. The process included the transit system turnover to the Calaveras Council of Governments and the creation of the JPA Board. The failure to reach the 10% fare recovery ratio led to the decisions.

In August 2019, Calaveras Connect announced new services/fares to Columbia College. The program is an example of what is possible after full coordination. It is funded by Caltrans, Columbia College, the student association and foundations.

The SolTrans JPA held its first meeting in December 2010. This followed years of planning and negotiations. The new Board of Directors and the transition team sorted through many issues: federal grant status, financial stability, transition of employees and operations, and new bylaws. There were many issues negotiated and resolved in the first year. The JPA assumed transit operations in 2011.

In the first five years, the agency staff grew from one to eleven members. The proof of concept is the number of state, regional and national awards won during the period. The Mayor of Vallejo was the first chair. The first Board of Directors included the Mayor of Benicia.

What if Four or Three Systems Consolidate

Though most Joint Powers Authorities debate issues and negotiate for many months, it is possible that unanimous agreement among five systems may yield issues of control, funding, voting or identity that remain challenging.

If four of the five agree to form the JPA, the benefits will scale differently, but these benefits will remain. The four systems could coordinate and merge. Then, in turn, they would coordinate with the Tulare County or City of Visalia or another system that chose to remain independent. This scenario would alter the decisions on size and location of garage activities. It would not alter the decisions on transit centers, all five systems have existing centers. The regional cooperation on fares, electric buses, future long term plans would be altered, not halted.

If three of the five agree to form the JPA, the impacts would depend on which two chose to remain independent. As long as the majority of the current service level is represented by the three that choose the new organization, we would recommend proceeding.

In either case, we recommend that the initial founding members keep the process open to the other prospective members joining at a later date. Many JPAs, like many private partnerships, include steps to exit or enter at later dates.

The COVID-19 issues have led to temporary drops in ridership and increase in FTA funding. Of the many therapies and immunizations being tested, some solutions are emerging. After the current economic recession indicators begin to rebound, the public will want to know how we are making the community more competitive and their social and economic opportunities more plentiful.

RESOLUTION 2020-028

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FARMERSVILLE
APPROVING THE TULARE COUNTY REGIONAL TRANSIT AGENCY JOINT POWERS
AGREEMENT**

WHEREAS, the Tulare County Association of Governments (TCAG) has approved a Joint Powers Agreement for the creation of the Tulare County Regional Transit Agency; and

WHEREAS, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake are eligible to enter into the Agreement; and

WHEREAS, the purpose of the Transit Agency is to grant the members the full powers and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies; and

WHEREAS, the boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to the Agreement; and

WHEREAS, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years; and

WHEREAS, the powers of the Transit Agency are vested in its governing Board of Directors which shall be composed of elected officials from each Member Agency.

NOW, THEREFORE, BE IT RESOLVED, the Farmersville City Council hereby resolves to approve the Tulare County Regional Transit Agency Joint Powers Agreement and enter Agreement as a Member Agency.

The foregoing Resolution was adopted at a regular meeting of the City Council held on the 22nd day of June, 2020, by motion of Councilmember _____ with Second by Councilmember _____ and approved by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

BY:

ATTEST:

Greg Gomez, Mayor

Rochelle Giovani, City Clerk

**TULARE COUNTY REGIONAL TRANSIT AGENCY
JOINT POWERS AGREEMENT**

The Joint Powers Agreement (“Agreement”), dated this ____ day of _____, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake (each, a “Party” or “Member Agency” and together, the “Parties” or “Member Agencies” to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

**Article I
General Provisions**

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called “Tulare County Regional Transit Agency” or “Transit Agency,” with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be “Tulare County Regional Transit Agency.” Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency’s Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

- a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.

- b. To acquire, hold, and dispose of real and personal property.
- c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.
- d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
- e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
- f. To sue and be sued in its own name.
- g. To make and enter into contracts for services.
- h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
- i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
- j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
- k. To purchase insurance.
- l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
- m. To adopt local debt policies pursuant to California Government Code section 8855.
- n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
- o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as

Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

The following shall sit as non-voting, *ex-officio* members of the Board:

- a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
- b. The Calvans Executive Director or his/her designee.

Section 2: Officers

a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
- c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
- d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
- e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
- f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
- g. To provide regular performance updates to the Board.
- h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
- i. To establish and maintain fare collection and deposit services.
- j. To organize and operate an ongoing transit marketing program, including special promotions.
- k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
- l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
- m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

- n. To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.
- o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

- a. Approval of the Budget.
- b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
- c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
- d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency's existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend

or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, "Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

**Article III
Financial and Service Level Provisions**

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

- a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
- b. Whether there is sufficient funding available to implement the proposed service change.
- c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
- d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not re-

quired for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

Article IV
Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the

right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

- a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
- b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
 - (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
 - (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.

- (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.
- c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
 - (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
 - (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
 - (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
 - (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
 - (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
 - d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
 - e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to

this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt, liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: Dispute Resolution Procedures

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

- a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
- b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
 - (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the origi-

nal notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

- (2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - (3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - (4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.
- c. **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - (2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed

to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

- (3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.
 - (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - (5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.
 - (6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.
 - (7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.
 - (8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- d. **Litigation.** Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.
- e. **Expedited Procedure for Threats to Public Safety**
- (1) **Judicial Litigation.** If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.
 - (2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall en-

deavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

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

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Of-
ficer/Clerk of the Board of Supervisors

By _____

Approved as to Form:
COUNTY COUNSEL

By _____
Deputy (Matter No. 20192039)

CITY OF DINUBA

By _____
Mayor

Attest:

By _____
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

CITY OF EXETER

By _____
Mayor

Attest:

By _____
Exeter City Clerk

Approved as to Form:

By _____
Exeter City Attorney

CITY OF FARMERSVILLE

By _____
Mayor

Attest:

By _____
Farmersville City Clerk

Approved as to Form:

By _____
Farmersville City Attorney

CITY OF LINDSAY

By _____

Mayor

Attest:

By _____

Lindsay City Clerk

Approved as to Form:

By _____

Lindsay City Attorney

CITY OF PORTERVILLE

By _____

Mayor

Attest:

By _____

Porterville City Clerk

Approved as to Form:

By _____

Porterville City Attorney

CITY OF TULARE

By _____

Mayor

Attest:

By _____

Tulare City Clerk

Approved as to Form:

By _____

Tulare City Attorney

CITY OF VISALIA

By _____

Mayor

Attest:

By _____

Visalia City Clerk

Approved as to Form:

By _____

Visalia City Attorney

CITY OF WOODLAKE

By _____

Mayor

Attest:

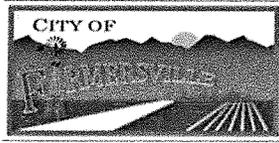
By _____

Woodlake City Clerk

Approved as to Form:

By _____

Woodlake City Attorney



City Council

Staff Report 8C

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Public Hearing: Resolution 2020-20 Adopting Tax Rate of Commercial Cannabis Related Business in the City of Farmersville for the Fiscal Year 2021

RECOMMENDED ACTION:

Recommend approving Resolution 2020-20 Adopting Tax Rate of Commercial Cannabis Related Business in the City of Farmersville for the Fiscal Year 2021.

BACKGROUND and DISCUSSION:

The City of Farmersville previously adopted Ordinance 484 imposing a Business Tax on Commercial Cannabis Businesses. These tax rates are established by resolution and may be reviewed by the City Council from time to time to either be decreased or increased, and are also presented on an annual basis to consider any changes for the next fiscal year. The maximum rate allowed by the Tax Measure is 10% of gross receipts or \$25 per square foot of canopied cultivation area (resolution 2017-056). The City Council has previously set the rate at \$7 per square foot for cultivation and 5% of gross receipts of all other cannabis business activity for Fiscal Years 2019 and 2020.

This public hearing is to allow for the City Council to review and revise the calculation method and rate for the FY 2021. The current retail rates are still competitive with the City of Woodlake and the City of Lindsay. The City of Tulare has a slightly different model and did not establish a tax approved by the voters. They recently set a "contribution" of 2% of gross receipts to receive an annual license. With two of the three Farmersville dispensaries in operation and exhibiting successful businesses, staff does not believe that rates need to be amended for the coming year.

FISCAL IMPACT:

At the current rate of 5% for the two cannabis dispensaries that are in operation, the City has received approximately \$250,000 for the first quarter of 2020.

CONCLUSION:

Staff recommends that council adopt Resolution 2020-020 adopting the cannabis business taxation rate for FY 2021.

ATTACHMENT(S): Resolution 2020-020

RESOLUTION 2020-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, CALIFORNIA
ADOPTING THE TAX RATE FOR CANNABIS CULTIVATION AND OTHER CANNABIS BUSINESS
FOR FISCAL YEAR 2021**

WHEREAS, Ordinance 484 added Chapter 5.30, Commercial Cannabis Business Tax, to the Farmersville Municipal Code; and

WHEREAS, Farmersville Municipal Code § 5.30.050 authorizes a maximum tax rate of the greater of \$25 per square foot of Commercial Cannabis Business area or ten percent (10%) of annual gross receipts per fiscal year; and

WHEREAS, Farmersville Municipal Code 5.30.50 also authorizes the City Council to adopt by resolution a tax rate lower than the maximum rates; and

WHEREAS, Resolution 2018-026 adopted by the Farmersville City Council on June 11, 2018 set the Cultivation Business Tax Rate at \$7 per square foot and all other cannabis business activity at 5% of gross receipts.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Farmersville establishes the following tax rates for cannabis cultivation and all other cannabis business activity for Fiscal Year 2021.

Fiscal Year	Cannabis Business	Tax Rate
July 1, 2020 to June 30, 2021	Cultivation	\$7 per square foot
	All other cannabis business activity	5% of gross receipts

PASSED, ADOPTED AND APPROVED this 22nd day of June, 2020 by the following vote:

AYES : _____

NOES: _____

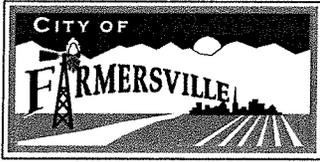
ABSTAIN: _____

ABSENT: _____

GREGORIO GOMEZ
MAYOR of the City of Farmersville

Attest:

ROCHELLE GIOVANI- City Clerk



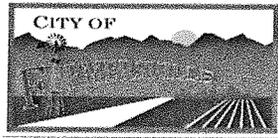
CITY OF FARMERSVILLE
NOTICE PUBLIC HEARING

The Farmersville City Council will conduct a public hearing to consider the City's tax rate for services related to Commercial Cannabis Related Business Registration, Monitoring, and Inspections as described in Ordinance 485.

The City Council is scheduled to consider this matter on Monday, June 22, 2020 at 6:00 p.m. or as soon thereafter as the matter may be heard, in the City Council Chambers at Farmersville Civic Center, 909 W. Visalia Road, Farmersville, CA 93223. Public comment is invited.

A copy of the fee schedule will be available for review during normal business hours at Farmersville City Hall and a staff report will be available for review at Farmersville City Hall during normal working hours, at least three days before the hearing. For more information you may call (559) 747-0458.

Rochelle Giovani, City Clerk



City Council

Staff Report 8D

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Resolution 2020-027 approving the application for grant funds for the California Climate Investments Urban Greening Program; and to commit \$250,000 in additional City funds for the Farmersville Community Park Phase 4 Expansion: Freedom Field

RECOMMENDED ACTION:

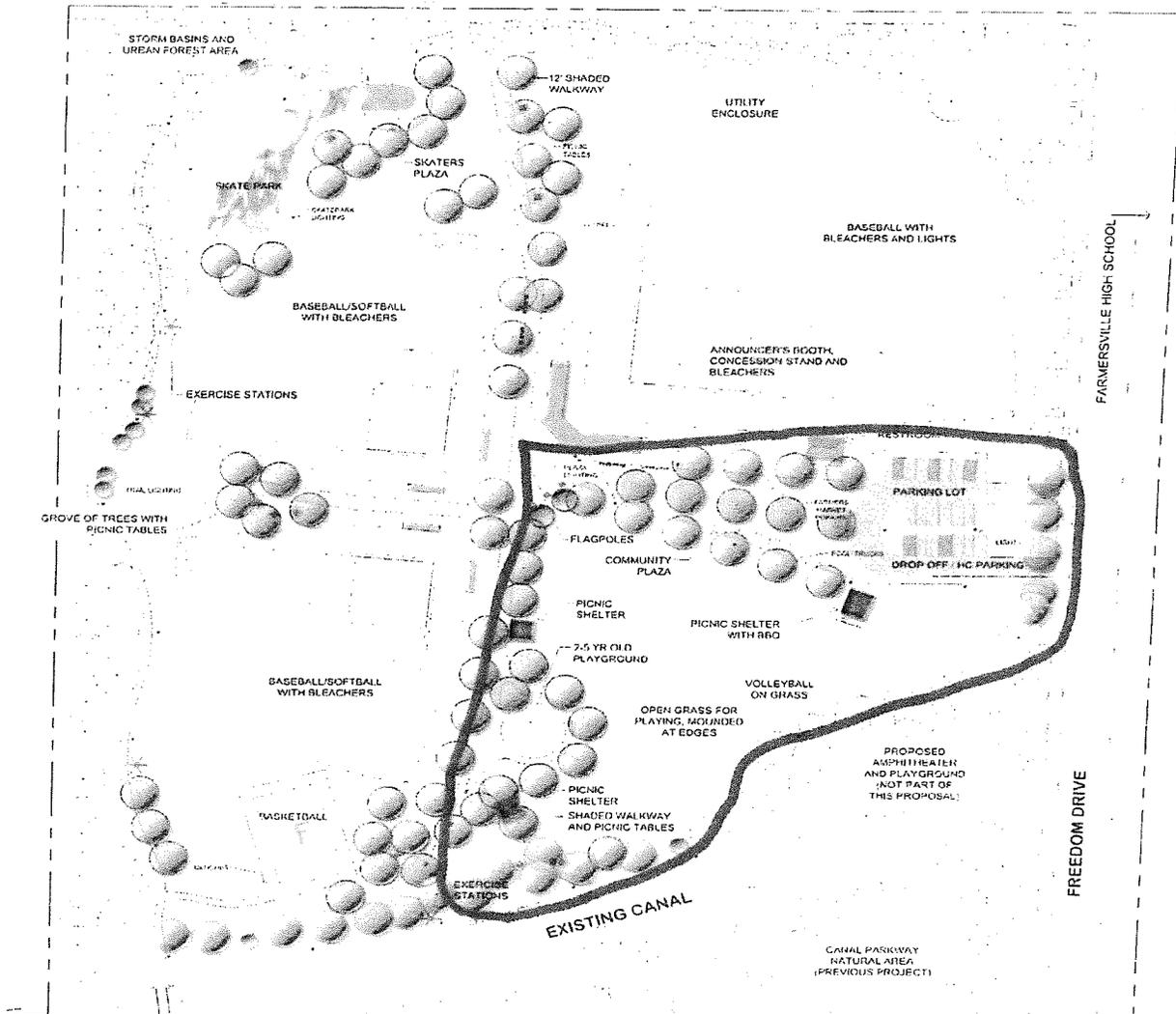
It is recommended that the City Council adopt Resolution 2020-027 approving the application for grant funds for the California Climate Investments Urban Greening Program; and to commit \$250,000 in additional City funds for the Farmersville Community Park Phase 4 Expansion: Freedom Field.

BACKGROUND and DISCUSSION:

Staff continues to seek grant funding opportunities to complete the sports park and this Urban Greening Grant Program could fund another portion. Active recreation is not an eligible expense, so the future baseball/softball fields and skate park cannot be included in this application. In our proposed application we will be focused on the open grass area that will include picnic shelters, a playground for small children, landscaping, irrigation, additional trails, a restroom, and a community plaza. The plaza area will be using permeable material, so it is eligible. The parking lot is not an eligible activity, however, it can be included by the City as matching funds, which would make our application more competitive since matching funds are not being required. The cost of the parking lot is estimated to be \$250,000, and staff recommends funding this from cannabis business tax revenue. All of these amenities were identified by the community as top priorities in a series of outreach meetings that were conducted in 2019 for a previous grant that was not awarded.

The City Manager is working with Blais & Associates and Sierra Design in completing the application and determining the costs associated with the project. The deadline to submit the application is July 15th.

WALNUT AVE.



Procedures established by the California Natural Resources Agency require a resolution certifying the approval of the application by the City Council prior to submission. If the City Council adopts Resolution 2020-027, this will approve the filing of the application and authorize the City Manager to conduct all negotiations, as well as execute and submit all documents including applications, agreements, and payment requests.

FISCAL IMPACT:

This project would be funded by the grant, except for the parking lot. Staff requests that cannabis revenue be committed for the parking lot in the amount of \$250,000 to illustrate project readiness.

ATTACHMENT(S):

Resolution 2020-027

Resolution 2020-027

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE
APPROVING THE APPLICATION FOR GRANT FUNDS FOR
CALIFORNIA CLIMATE INVESTMENTS URBAN GREENING PROGRAM**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project

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

1. Approves the filing of an application for the Farmersville Community Park: Phase 4 Expansion
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so, and
4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code, and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained, and
6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and

7. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved and adopted on the 22nd day of June, 2020. I, the undersigned, hereby certify that the foregoing Resolution Number 2020-027 was duly adopted by the City Council of the City of Farmersville by the following vote:

AYES: _____

NOES: _____

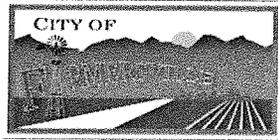
ABSTAIN: _____

ABSENT: _____

Greg Gomez
Mayor of the City of Farmersville

Attest:

Rochelle Giovani
City Clerk



City Council

Staff Report 8E

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Actions Pertaining to the General Municipal Election to be held on Tuesday, November 3, 2020 including

- 1) Resolution 2020-024 Calling for the Holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the Election of Certain Officers and for the Submission to the Voters a Question Relating to Enacting a Ten Percent (10%) Transient Occupancy Tax on Hotel Occupancies Within the City
- 2) Resolution 2020-021 Requesting and Consenting to Consolidation of Elections and Setting Specifications of the Elections Order
- 3) Resolution 2020-022 Requesting the Tulare County Board of Supervisors Permit the County Registrar of Voters to Render Specified Services to the City of Farmersville
- 4) Introduce and waive the first reading of Ordinance 503 Adopting Municipal Code Chapter 3.44 Enacting a Ten Percent (10%) Transient Occupancy Tax on Hotel Occupancies Within the City

RECOMMENDED ACTION:

Recommend that the City Council adopt Resolutions 2020-024, 2020-021, 2020-022, and introduce and waive the first reading of Ordinance 503.

BACKGROUND and DISCUSSION:

Several actions need to be taken by the City Council pertaining to the November 3, 2020 General Municipal Election.

Resolution 2020-024 calls for the holding of a General Municipal Election to be held on Tuesday, November 3, 2020 for the election of two City Council members and to submit to the voters a question relating to a ten percent (10%) Transient Occupancy Tax.

Resolution 2020-021 consolidates the City's municipal elections with the statewide general election on November 3, 2020.

Resolution 2020-022 requests that the Tulare County Board of Supervisors permits the Registrar of Voters to render services to the city relating to the election.

Ordinance 503 adds Chapter 3.44 enacting a ten percent (10%) Transient Occupancy Tax on hotel occupancies within the city and will be placed on the November ballot seeking voter approval.

One of the City Council's goals was to have a strong and diverse economy by encouraging business development and broadening the tax base. In 2019, the Council approved a Hotel Incentive Program to encourage development by offering a Transient Occupancy Tax rebate. A hotel could receive a portion of the TOT for a limited period of time to help recoup some of their development costs. However, since the City of Farmersville currently does not have a hotel, a TOT has never been placed on a ballot for approval. Cities everywhere have TOTs ranging from 8% to 14%, so Farmersville would be in line with others by establishing this tax.

The tax rates for other cities in Tulare County are as follows:

Exeter - 8%
Lindsay – 8%
Porterville - 8%
Dinuba – 10%
Tulare - 10%
Visalia - 10%

Approving a TOT will finalize the incentive opportunity for a hotel to develop within the city, and it will also bring in additional revenue to the General Fund. Staff is recommending a rate of 10%. Unlike some industries, this rate does not seem to have an impact on customers choosing one hotel over another. Hotels are selected for their location and the room rates, not the tax.

In addition to using the revenue for economic development purposes, the revenue will be used for general purposes including, but not limited to, city services, programs, and capital improvements.

This election is being conducted as an all vote-by-mail ballot election but to ensure every registered voter has an opportunity to cast a ballot, in-person voting opportunities are also being made. Arrangements have already been made for the County to use the City's Community Center for four days (October 31st through November 3rd) for in-person voting pursuant to Governor Newsom's Executive Order No. N-67-20.

FISCAL IMPACT:

At a tax rate of 10%, the City estimates \$185,000 in revenue from one mid-level hotel annually.

ATTACHMENT(S):

Resolution 2020-024
Resolution 2020-021
Resolution 2020-022
Ordinance 503

ORDINANCE NO. 503

MEASURE “ ___ ”

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE
ADOPTING MUNICIPAL CODE CHAPTER 3.44 ENACTING A TEN PERCENT (10%)
TRANSIENT OCCUPANCY TAX ON HOTEL OCCUPANCIES WITHIN THE CITY**

The People of the City of Farmersville ordain as follows:

ARTICLE 1. RECITALS.

The City of Farmersville’s General Fund is currently heavily dependent on sales tax revenue. The addition of hotels will benefit local businesses and provide lodging in close proximity to the City and may encourage visitors to stay within the City for more than a short period of time.

Transient Occupancy Tax Revenue generated by hotels will be used for general purposes including, but not limited to, city services, programs, economic development, and capital improvements.

After careful consideration, the City Council has determined that the best means to address the funding issues outlined above is for the City to enact a ten percent (10%) transient occupancy tax (“TOT”) on hotel occupancies within the City.

Pursuant to California Proposition 218 (Calif. Const. Article XIII C, Sec. 2(b)), any new, increased, or extended local general tax requires majority approval of City voters voting at an election called for that purpose.

On June 22, 2020, the City Council adopted Resolution 2020-024 placing this ordinance on the November 3, 2020 general municipal election ballot to submit to City voters the question of enacting a ten percent (10%) transient occupancy tax (“TOT”) on hotel occupancies within the City.

As stated in more detail herein, this Ordinance will become effective only upon its approval by a majority of City voters voting at the November 3, 2020 election.

ARTICLE 2. INCORPORATION OF RECITALS.

The City Council hereby finds that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

ARTICLE 3. FARMERSVILLE MUNICIPAL CODE CHAPTER 3.44 ADDED.

Chapter 3.44 shall be and hereby is added to the Farmersville Municipal Code as follows:

Chapter 3.44

TRANSIENT OCCUPANCY TAX

Sections:

- 3.44.010** Definitions.
- 3.44.020** Tax imposed.
- 3.44.030** Exemptions.
- 3.44.040** Collection; Operator's duties.
- 3.44.050** Transient occupancy registration certification.
- 3.44.060** Third party rental transactions.
- 3.44.070** Reporting and remitting.
- 3.44.080** Penalties and interest.
- 3.44.090** Failure to collect and report tax--Determination of tax by Chief Financial Officer.
- 3.44.100** Appeal.
- 3.44.110** Operators to retain records for three years.
- 3.44.120** Refunds.
- 3.44.130** Actions to collect.
- 3.44.140** Deficiency determinations.
- 7.04.150** Amendment or Repeal - Adjustment of Taxing Rate or Methodology.

3.44.010 Definitions.

Except where the context otherwise requires, the definitions given in this section govern the construction of this article:

- A. "Chief Financial Officer" means the City's Chief Financial Officer, or designee.
- B. "Hotel" means any structure or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location or other similar structure or portion thereof, even if such structure is also used for other purposes, including residential purposes.
- C. "Occupancy" means the use or possession, or the right to the use or possession of any room or rooms or portion thereof, in any hotel for dwelling, lodging, or sleeping purposes, whether or not the person entitled to the use or possession actually uses or possesses such room or rooms or portion thereof. The use or possession or right to use or possess any room or any suite of connecting rooms as office space, banquet or private dining rooms, or as exhibition, sample or display space shall not be considered "occupancy" unless the person uses or

possesses, or has the right to use or possess all or any portion of such room or suite of rooms for dwelling, lodging or sleeping purposes.

- D. "Online Short-Term Rental Company" means any person, whether operating for profit or not for profit, which facilitates the connection between transient and operator to purchase occupancy in any hotel via the internet, or by similar electronic means.
- E. "Online Travel Company" means any person whether operating for profit or not for profit, which enables transients to purchase occupancy in a hotel via the internet, or by similar electronic means.
- F. "Operator" means the person who is proprietor of the hotel, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator functions through a managing agent or any type of character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as the principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.
- G. "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination action as a unit.
- H. "Rent" means the total consideration charged to the transient, including but not limited to, room rates, service charges, parking fees, purchase price, advance registration, block or group reservation charges, assessments, retail markup, commission, processing fees, cancellation charges, attrition fees, or online booking or broker fees, whether charged by an operator or a rental agent, whether or not received, for occupancy in a hotel valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever. Nothing in this definition shall be construed to mean that rent is charged directly or indirectly for occupancy in a hotel when a room is provided to the transient as a compliment for the operator and where no consideration is charged to or received from any other person. Further, bona fide charges for food and beverages which are subject to tax under the California Sales and Use Tax Law (Revenue and Taxation Code Sections 6001 et. seq.) shall not be deemed rent subject to the tax imposed by this chapter.
- I. "Rental Agent" means any person other than an operator who collects rent from a transient for the transient's occupancy of a hotel, including but not limited to an online travel company or an online short-term rental company

- J. "Transient" means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a hotel shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this chapter may be considered.

3.44.020 Tax imposed.

- A. For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the amount of ten percent of the rent paid by the transient. This tax constitutes a debt owed by the transient to the City which is extinguished only by payment to the operator, the City, or to a rental agent pursuant to Section 3.44.060. The transient shall pay the tax to the operator or rental agent at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing occupancy. If for any reason the tax due is not paid to the operator or rental agent, the Chief Financial Officer may require that such tax shall be paid directly to the Chief Financial Officer.

3.44.030 Exemptions.

- A. No tax shall be imposed upon:
1. Any federal or State of California or employee when occupying a room while on official government business.
 2. Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.
- B. No exemption shall be granted except upon a claim made at the time rent is collected, and under penalty of perjury, upon a form prescribed by the Chief Financial Officer. Any federal or State of California officer or employee when on official government business claiming such an exemption shall provide to the operator conclusive evidence that the occupancy is official business:
1. Travel orders from the government employer; or a government warrant issued to pay for the occupancy; or a government credit card issued to pay for the occupancy; and
 2. proof of governmental employment as an employee or officer as described in paragraph (1) of this subsection B, and proof, consistent with these provisions, that the occupancy is for official business.

- C. It shall be the duty of an operator to keep and maintain for a period of three years written documentation in support of each exemption granted under this section.

3.44.040 Collection; Operator's duties.

- A. Each operator shall collect the tax imposed by this chapter to the same extent and at the same time as the rent is collected from every transient.
- B. If the rent is prepaid by obtaining blocks of credits or similar calls upon occupancy to be subsequently reserved, the operator shall collect the tax at the same time as specific periods for occupancy are committed to the transient by the operator, the operator shall hold such tax until it is determined to what extent, if any, the credits or similar calls upon occupancy are used, or otherwise forfeited, and the operator shall refund the tax to the transient applicable to periods when credits or similar calls upon occupancy are not used but are restored to the transient, or the tax shall be deemed irrevocably collected for remittance to the Chief Financial Officer at the time when the credits or similar calls upon occupancy are so used, or otherwise forfeited, by the transient.
- C. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive for payment from the operator. No operator of a hotel shall advertise or state in any manner, whether directly or indirectly that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner hereinafter provided.

3.44.050 Transient occupancy registration certification.

- A. Within 30 days after the effective date of this chapter, or within 30 days after commencing business, whichever is later, each operator of any hotel renting occupancy to transients shall register said hotel with the Chief Financial Officer and obtain a transient occupancy registration certificate to be at all times posted in a conspicuous place on the premises. Said certificate shall among other things, state the following:
 - 1. The name of the operator;
 - 2. The address of the hotel;
 - 3. The date upon which the certificate was issued;
 - 4. "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the City of Farmersville Transient Occupancy Tax ordinance by registering with the Chief Financial Officer for the purpose of collecting from transients the

transient occupancy tax and remitting said tax to the Chief Financial Officer. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, nor to operate a hotel without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this City. This certificate does not constitute a permit and is not transferable to a different operator."

3.44.060 Third party rental transactions.

- A. Any transient who pays rent to a rental agent instead of to an operator shall, at the time the rent is paid, pay the tax to the rental agent in the manner required by section 3.44.020. If for any reason the tax is not paid to the rental agent, it shall be paid to the operator before the transient has ceased occupancy in the hotel or paid directly to the Chief Financial Officer pursuant to section 3.44.020. Any transient seeking a refund under section 3.44.120 of taxes paid to a rental agent must establish that the transient has been unable to obtain a refund from the rental agent who collected the tax.
- B. Any rental agent who collects rent shall comply with all obligations of the operator set forth in sections 3.44.040 and 3.44.110 of this chapter. The rental agent shall remit all collected taxes to the operator before the deadline for the operator to remit the taxes to the Chief Financial Officer under section 3.44.070, and the rental agent shall provide the operator with copies of all records required to be maintained by the operator pursuant to section 3.44.110 of this chapter, including records necessary for the operator to comply with its obligations under this chapter.
- C. If the Chief Financial Officer determines that a rental agent has failed to collect, remit, or report any tax, the Chief Financial Officer may take any action against the rental agent that he or she may take against an operator under sections 3.44.080 and 3.44.090 of this chapter subject to the requirements of those sections. If the Chief Financial Officer assesses unremitted taxes and penalties against the rental agent, the rental agent shall be subject to the provisions of sections 3.44.090, 3.44.100, 3.44.120 and 3.44.130 of this chapter as if it were an operator. Nothing in this section shall prohibit the Chief Financial Officer from assessing the full amount of any unremitted taxes and penalties solely against the operator in lieu of assessing some or all of those taxes and penalties against the rental agent.

3.44.070 Reporting and Remitting.

- A. Each operator on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the Chief Financial Officer shall make a return to the Chief Financial Officer, on forms provided by him or her, of the total rents charged and received and the amount of tax collected for transient occupancies. If no tax was due or collected during the previous reporting period, the operator shall file a return so

stating under penalty of perjury. At the time the return is filed, the full amount of the tax collected shall be remitted to the Chief Financial Officer. The Chief Financial Officer may establish shorter reporting periods for any certificate holder if he or she deems it necessary in order to ensure collection of the tax, and he or she may require further information in the return. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the City until payment thereof is made to the Chief Financial Officer.

3.44.080 Penalties and interest.

- A. *Original delinquency.* Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.
- B. *Continued delinquency.* Any operator who fails to remit any delinquent remittance on or before a period of 30 days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax and the ten percent penalty first imposed.
- C. *Fraud.* If the Chief Financial Officer determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (A) and (B) of this section.
- D. *Interest.* In addition to the penalties imposed, any operator who fails to remit any tax imposed by this ordinance shall pay interest at the rate of one-half of one percent per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- E. *Penalties merged with tax.* Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax herein required to be paid.

3.44.090 Failure to collect and report tax--Determination of tax by Chief Financial Officer.

- A. If any operator shall fail or refuse to collect tax and to make, within the time provided in this chapter, any report and remittance of said tax or any portion thereof required by this chapter, the Chief Financial Officer shall proceed in such manner as may be deemed best to obtain facts and information on which to base an estimate of the tax due. As soon as the Chief Financial Officer shall procure such facts and information upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the Chief Financial Officer shall proceed to

determine and assess against such operator the tax, interest and penalties provided for by this chapter.

- B. In case such determination is made, the Chief Financial Officer shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known place of address. Such operator may within ten days after the serving or mailing of such notice make application in writing to the Chief Financial Officer for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the Chief Financial Officer shall become final and conclusive and immediately due and payable. If such application is made, the Chief Financial Officer shall give not less than five days written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in said notice why said amount specified therein should not be fixed for such tax, interest and penalties.
- C. At such hearing, the operator may appear and offer evidence why such specified tax, interest, and penalties should not be so fixed. After such hearing, the Chief Financial Officer shall determine the proper tax to be remitted and shall thereafter give written notice and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided in Section 3.44.100.

3.44.100 Appeal.

- A. Any operator aggrieved by a decision of the Chief Financial Officer with respect to the amount of such tax, interest and penalties, if any, may appeal to the council by filing a notice of appeal with the City Clerk within 15 days of their serving or mailing of the determination of tax due. The council shall fix a time and place for hearing such appeal, and the City Clerk shall give notice in writing to such operator at his last known address. The findings of the council shall be final and conclusive and shall be served upon the appellant in the manner prescribed in this section for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

3.44.110 Operators to retain records for three years.

- A. It shall be the duty of every operator liable for the collection and payment to the City of any tax imposed by this chapter to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as the operator may have been liable for the collection of and payment to the City, which records the Chief Financial Officer shall have the right to inspect at all reasonable times for the purposes of determining the accuracy thereof.

3.44.120 Refunds.

- A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the City under this chapter, it may be refunded as provided in subsections (B) and (C) of this section; provided, a claim in writing therefore, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the collector within three years of the date of payment. The claim shall be on forms furnished by the Chief Financial Officer.
- B. An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the Chief Financial Officer that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.
- C. A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the City by filing a claim in the manner provided in subsection (A) of this section, but only when the tax was paid by the transient directly to the Chief Financial Officer or when the transient having paid the tax to the operator, establishes to the satisfaction of the Chief Financial Officer that the transient has been unable to obtain a refund from the operator who collected the tax.
- D. No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto.

3.44.130 Actions to collect.

- A. Any tax required to be paid by any transient under the provisions of this chapter shall be deemed a debt owed by the transient to the City. Any such tax collected by an operator which has not been paid to the City shall be deemed a debt owed by the operator to the City. Any person owing money to the City under the provisions of this chapter shall be liable to an action brought in the name of the City for the recovery of such amount.

3.44.140 Deficiency determinations.

- A. If the Chief Financial Officer is not satisfied with a return filed by an operator or the amount of the tax required to be paid to the City pursuant to a return, the Chief Financial Officer may compute and determine the amount required to be paid upon the basis of the facts contained in the return or upon the basis of any information within his possession or that may come into the Chief Financial Officer's possession. One or more deficiency determinations may be made of the amount

due for any period. The Chief Financial Officer shall give to the operator written notice of his determination in the same manner as provided in Section 3.44.090. The operator shall be entitled to apply for a hearing on the amount assessed pursuant to the procedure set forth in Section 3.44.090 and shall thereafter be entitled to appeal to the City Council in accordance with the provisions of Section 3.44.100. The penalties and interest provided by Section 3.44.080 shall be applicable to the amount of deficiency established pursuant to this section.

3.44.150 Amendment or Repeal - Adjustment of Taxing Rate or Methodology.

- A. This chapter may be repealed or amended by the City Council without a vote of the People of the City of Farmersville. However, as required by California Constitution Article XIII C (Proposition 218), voter approval is required for any amendment or provision that would increase the maximum rate or methodology of any tax levied pursuant to this chapter. The people of the City of Farmersville affirm that the following actions shall not constitute an increase of the rate or methodology of the transient occupancy tax requiring subsequent voter approval:
1. The restoration of the rate of the tax to a rate that is no higher than the maximum set by this voter-approved chapter, if the City Council has previously acted to reduce the rate of the tax; and
 2. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this chapter; and
 3. The establishment of a class of person or service that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception explicitly set forth in this chapter); and
 4. Resuming collection of the tax imposed by this chapter, even if the City of Farmersville had, for some period of time, either suspended collection of the tax or otherwise failed to collect the tax, in whole or in part.

ARTICLE 4. SEVERABILITY.

Each of the provisions of this Ordinance is severable from all other provisions. If any chapter, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE 5. NOT A CEQA PROJECT.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not

result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

ARTICLE 6. EXECUTION AND EFFECTIVE DATE.

Following certification that Farmersville voters have approved this Ordinance, the Mayor shall sign it attesting to its adoption by the People voting thereon at the November 3, 2020 General Municipal Election, and the City Clerk shall cause the same to be entered in the book of original ordinances of said City; and shall cause the same, or a summary thereof, to be published as required by law.

This Ordinance shall take effect only if approved by a majority of the eligible voters of the City of Farmersville voting at a General Municipal election to be held on November 3, 2020. Pursuant to California Elections Code Section 9217, this Ordinance shall be deemed valid and binding and shall be considered as adopted upon the date that the vote is declared by the City Council and shall take effect ten (10) days after that date.

This ordinance was approved and adopted by the People of the City of Farmersville at the City's November 3, 2020 statewide election.

Mayor

ATTEST:

City Clerk

BEFORE THE CITY COUNCIL OF THE
CITY OF FARMERSVILLE

RESOLUTION 2020-021

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE,
CALIFORNIA, REQUESTING AND CONSENTING TO CONSOLIDATION OF
ELECTIONS AND SETTING SPECIFICATIONS OF THE ELECTIONS ORDER

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 3, 2020 to fill certain municipal offices; and

WHEREAS, the City Council is submitting to the voters a question relating to enacting a ten percent (10%) Transient Occupancy Tax on hotel occupancies within the City; and

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10242 provides that the governing board shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code Section 10002 requires the City to reimburse the County in full for the services performed upon presentation of a bill to the City by the County Elections; and

WHEREAS, Elections Code Section 13307 requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and

WHEREAS, Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the city;

NOW, THEREFORE, IT IS ORDERED that an election be held in accordance with the following specifications:

SPECIFICATION OF THE ELECTION ORDER

1. The Election shall be held on Tuesday, the 3rd day of November, 2020. The purpose of the election is to choose successors for the following offices:

Council Member: Term December 2020 – December 2024

Council Member: Term December 2020 – December 2024

2. That a measure is to appear on the ballot as follows:

Shall the measure enacting a ten percent (10%) Transient Occupancy Tax to be paid by hotel guests in the City of Farmersville providing funding for general purposes such as city services, programs, economic development, and capital improvements, which is expected to generate an estimated \$185,000 annually per hotel and is effective until repealed by the voters, be adopted?	Yes
	No

3. That the proposed complete text of the measure submitted to the voters is attached as Exhibit A.
4. That the vote requirement for the measure to pass is a majority (50% + 1) of the votes cast.
5. This City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code Section 10400.
6. The city hereby designates the hours the polls are to be kept open shall be from 7:00 A.M. to 8:00 P.M.
7. The City will reimburse the County for actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the elections official.
8. The city council has determined that the Candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.
9. The City requests that the Registrar of Voters publish the Notice of Election in the following newspaper of general circulation that is regularly circulated in the City: The Visalia Times Delta.
10. The City directs that a certified copy of this Resolution be forwarded to the Registrar of Voters, and the Board of Supervisors of Tulare County.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Council Member _____, seconded by Council Member _____, at a regular meeting on this 22nd day of June, 2020, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

BY: _____
Greg Gomez, MAYOR

ATTEST: _____
Rochelle Giovani, City Clerk

**BEFORE THE CITY COUNCIL OF THE
CITY OF FARMERSVILLE**

RESOLUTION 2020-022

**RESOLUTION REQUESTING THE TULARE COUNTY BOARD OF SUPERVISORS
PERMIT THE COUNTY REGISTRAR OF VOTERS TO RENDER SPECIFIED SERVICES
TO THE CITY OF FARMERSVILLE**

WHEREAS, pursuant to the Elections Code, the governing body of any city may, by Resolution, requesting the Board of Supervisors of the county to permit the county elections official to render specified services to the city relating to the conduct of an election; and

WHEREAS, the City has ordered an election be held within the boundaries of the City on November 3, 2020;

NOW, THEREFORE, BE IT RESOLVED by the City Council:

The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the city relating to the conduct of the November 3, 2020, Municipal Election as follows:

- a. Distribute and file nomination papers and candidate statement for candidates for city offices.
- b. Make all required publications.
- c. Prepare, print and mail to the qualified electors of the city sample ballots and voter pamphlets.
- d. Provide Vote by Mail ballots for said Municipal Election for use by the qualified electors who may be entitled to Vote by Mail ballots in the manner provided by law.
- e. Order consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
- f. Conduct and canvass the returns of the election and certify the votes cast to the city.
- g. Receive and process Vote by Mail ballot voter applications.
- h. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
- i. Recount votes, if requested, in accordance with state law.

- j. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
- k. Perform all other pertinent services required to be performed for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the City Clerk.

The City Clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

PASSED AND ADOPTED on this 22nd day of June, 2020, by the following vote:

AYES: _____

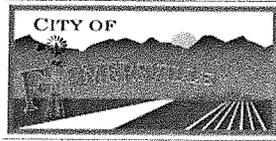
NOES: _____

ABSTAIN: _____

ABSENT: _____

BY: _____
Greg Gomez, MAYOR

ATTEST: _____
Rochelle Giovani, City Clerk



City Council

Staff Report 8F

TO: Honorable Mayor and City Council

FROM: Jennifer Gomez, City Manager

DATE: June 22, 2020

SUBJECT: Resolution 2020-026 Setting Priorities for Filing a Written Argument Regarding a City Measure and Directing the City Attorney to Prepare an Impartial Analysis

RECOMMENDED ACTION:

It is recommended that the City Council adopt Resolution 2020-026 Setting Priorities for Filing a Written Argument Regarding a City Measure and Directing the City Attorney to Prepare an Impartial Analysis.

BACKGROUND and DISCUSSION:

Under another agenda item, the City Council considered Resolution 2020-024 Calling for the Holding of a General Municipal Election for submission to the voters a question of imposing a Transient Occupancy Tax in the City of Farmersville. Whenever a city measure qualifies for a place on the ballot, the City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure.

The City Council may also authorize members of its body to file a written argument in favor of the measure. These members will write a single argument to be submitted to the City Clerk. The deadlines to submit the impartial analysis and arguments will be 14 calendar days after the calling of the election. Any arguments in opposition to the measure may also be submitted to the City Clerk's office by the deadline.

ATTACHMENT(S):
Resolution 2020-026

RESOLUTION 2020-026

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, CALIFORNIA,
SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT REGARDING A CITY
MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL
ANALYSIS**

WHEREAS, a Municipal Election is to be held in the City of Farmersville, California, on November 3, 2020, at which there will be submitted to the voters the following measure:

Shall the measure enacting a ten percent (10%) Transient Occupancy Tax to be paid by hotel guests in the City of Farmersville providing funding for general purposes such as city services, programs, economic development, and capital improvements, which is expected to generate an estimated \$185,000 annually per hotel and is effective until repealed by the voters, be adopted?	Yes
	No

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDE AS FOLLOWS:

Section 1. That the City Council authorizes the following member(s) of its body

Council Member _____
Council Member _____
Council Member _____
Council Member _____
Council Member _____

To file a written argument not exceeding 300 words regarding the City measure as specified above, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

Section 2. That the City Council directs the City Clerk to transmit a copy of the measure to the city attorney, unless the organization or salaries of the office of the city attorney are affected.

- a. The city attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the city attorney, the city clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.

- c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of Ordinance or Measure ___. If you desire a copy of the ordinance or measure, please call the election official's office at (559) 747-0458 and a copy will be mailed at no cost to you."
- d. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

Section 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED on June 22, 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

BY: _____
Greg Gomez, MAYOR

ATTEST: _____
Rochelle Giovani, City Clerk