City of Visalia

City Council

Meeting Agenda - Final

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

Mayor Steve Nelsen
Vice Mayor Brian Poochigian
Council Member Greg Collins
Council Member Brett Taylor
Council Member Liz Wynn

Tuesday, January 18, 2022 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER WORK SESSION

PUBLIC COMMENTS

Citizens are now invited to comment on issues within the jurisdiction of the Visalia City Council. The Council asks that you keep your comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome.

Each speaker will be allowed three minutes and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

WORK SESSION AND ACTION ITEMS (as described)

1. Receive presentation from Nielsen, Merksamer, Parrinello, Gross & Leoni (NMPGL) on 2021 state legislative activity and approve 2022 State Legislative Platform for the City of Visalia. **21-0593**

2. Receive the Annual Comprehensive Financial Report (ACFR) for the City of Visalia for the 2020-21 fiscal year. **21-0657**

3. Review of Annual Measure T Compliance Audit for fiscal year ending 6/30/21. **21-0658**

4. Review of Annual Measure N Compliance Audit for fiscal year ending 6/30/21. **21-0659**

5. Consideration and direction regarding an update to the Caltrans Lovers Lane Roadway Rehabilitation and Operational Improvements Project at State Route 198. **21-0670**

6. Presentation by representatives from the California Department of Transportation (Caltrans) for consideration and direction regarding Caltrans State Route 198 east bound offramp modification project at Watson Street/Noble Avenue. **21-0677**

ADJOURN TO CLOSED SESSION

CALL TO ORDER REGULAR SESSION

PLEDGE OF ALLEGIANCE

INVOCATION

ITEMS OF INTEREST

PUBLIC COMMENTS

This is the time for citizens to comment on subject matters that are not on the agenda and within the jurisdiction of the Visalia City Council. The Council asks that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

This is also the time for citizens to request an item from the Consent Calendar be pulled for discussion purposes. Public comments related to all pulled Consent Calendar items and Regular or Public Hearing items listed on the agenda will be heard at the time that item is discussed or when the Public Hearing is opened.

Each speaker will be allowed three minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

CONSENT CALENDAR

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

1. Authorization to read ordinances by title only. **21-0496**

2. Authorize the City Manager to award RFP #20-21-49 Annual Community Forest Maintenance Contract to West Coast Arborist, Inc. of Fresno, CA in an amount not to exceed $1,000,000 per year to perform tree maintenance services per specifications of RFP #20-21-49. **21-0582**

3. Authorization for the City Manager to enter into a contract with Shape, Inc. of Pleasanton, Ca as a sole source vendor to purchase four (4) 25HP, 480volt 3-phase submersible pump and motors for the Airport lift station in the amount of $200,351.40, and appropriate the funds for payment from the Wastewater Treatment Plant fund (431). **21-0652**

4. Authorization for the City Manager to enter into a sole source contract with Telstar Instruments for upgrades to the Water Reclamation Facility (WRF) and Sewer Collections Supervisory Control and Data Acquisition (SCADA) system in the amount of $243,329.00 and an appropriation from the Wastewater Treatment Plant fund (431). **21-0660**

5. Authorize City Manager to execute Operations and Management Agreement of the Plaza Park Raceway with Morse Racing Promotion LLC for one (1) year. **21-0663**

6. Annual fee waiver request from Visalia Gadabouts to utilize the Visalia Senior Center for the purpose of providing programs and services for senior citizens. **21-0672**

7. Authorize the City Manager to award a contract for RFB 21-22-07 Annual contract supply & delivery of mulch for a not to exceed the annual amount of $275,100.00 to Sierra Materials and Trucking Company of Merced, CA. **21-0673**

8. Authorize the City Manager to award the construction contract for FY 18-19 SB1 Street Rehabilitation - Walnut & Murray (RFB 21-22-11), to Don Berry Construction, Inc. of Kingsburg, CA in the amount of $2,668,774.30 (CIP 3010-72000/CP0289-999 & 2370-72000/CP0402-999). **21-0676**

9. Authorize the annexation and amendment of Landscape and Lighting Assessment District (L&LD) No. 20-04, “Walnut Park Estates”; and ordering the improvements and levying the annual assessments for Landscape and Lighting Assessment District (L&LD) No. 20-04 “Walnut Park Estates”, a subdivision located on the north and south sides of West Hillsdale Avenue between North Marcin and North Preston Streets (Resolution Nos. 2022-01, 2022-02 required). **21-0681**

10. Authorize the City Manager to submit a grant application to the California Department of Transportation (Caltrans) for the Clean California Local Grant Program (CCLGP) Call for Projects. **21-0682**

11. Authorize the purchase of 11 LifePak 15 cardiac monitors and required accessories from Stryker Corporation for the amount of $331,944.99 as approved in the American Rescue Plan Act (ARPA) project fund (6420-72000/EQ0191-999). **21-0686**

12. Introduction and first reading of Ordinance No. 2022-02, authorizing four (4) individual four (4) year leases for hangar space in the newly completed four (4) unit Corporate Hangar at the Visalia Municipal Airport to Robin Martella, Rick Bissat, Juan Rodriquez, and Joe Dawkins for the purposes aircraft storage, at the rate of Twenty-One Thousand Dollars ($21,000) annually each. **22-0001**

13. Second reading and adoption of Ordinance No. 2021-11, authorizing the conditional 35-year lease of a parcel of approximately 65,000 sq feet of unimproved property at the Visalia Municipal Airport to Aircraft Mechanical Services (AMS) Inc for the purposes of a new aircraft maintenance facility, at the rate of Twenty-Eight Thousand and Eighty Dollars ($28,080) annually. **22-0002**

REGULAR ITEMS AND PUBLIC HEARINGS

Comments related to regular Items and Public Hearing Items are limited to three minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

1. Presentation of the proposed 2022 Citizens Advisory Committee (CAC) Annual Public Opinion Survey **21-0690**

2. Consider the extension of Ordinance No. 2021-10, an interim zoning ordinance adopted as an urgency measure to regulate the location of smoke shops and tobacco shops, Citywide. (4/5's approval of the Council required for passage.) **21-0685**

3. A Public Hearing to consider an appeal of the Planning Commission's approval of Conditional Use Permit No. 2021-28, a request by Caldwell-Mooney Partners II, L.P. to allow a medical use within a portion of an existing 10,200 square foot multi-tenant commercial building. The new medical clinic will be approximately 6,526 square feet in area and will be located within the C-R (Regional Commercial) zone district. The project is located at 3221 South Mooney Boulevard (APN: 121-100-054). **21-0687**

4. A Public Hearing to consider an amendment to Conditional Zoning Agreement No. 2021-11: A request by CenterPoint Integrated Solutions to amend Conditional Zoning Agreement No. 2003-01, removing provisions that prohibit the establishment of a "stand-alone" used automobile sales use, and adding development standards for "stand-alone" used automobile sales uses for the Visalia Auto Plaza located within the C-S (Service Commercial) Zone. The Visalia Auto Plaza is located west of North Neeley Street, north of West Camp Drive, and south of the Mill Creek Ditch (APN: 081-020-085). **21-0692**

CLOSED SESSION REPORT

1. For the purposes of reporting out, for the record, transactions that occurred as a result of Closed Session Real Property Negotiations: **21-0689**

   Buyer: City of Visalia
   Seller: Lone Oak Ranch, Inc., a California corporation
   APN: 077-840-002 (portion) & 077-840-003 (portion)
   Brief Description: Riggin Widening Project - Kelsey to Shirk
   Price: $475,000.00
   Closing Date: 12/28/21
   Project Manager: Diego Corvera

   For the purposes of reporting out, for the record, transactions that occurred as a result of Closed Session Real Property Negotiations:

   Buyer: City of Visalia
   Seller: Joseph C. Martin III and Debra K. Martin, husband and wife as joint tenants
   APN: 119-340-005 (portion) & 119-340-006 (portion)
   Brief Description: Caldwell Widening Project - Akers to Shady
   Price: $8,800.00
   Closing Date: 12/30/2021
   Project Manager: Fred Lampe

ADJOURNMENT

1. Upcoming Visalia City Council Meetings: **22-0024**
   Friday, January 28, 2022 @ 8:30 AM - Special Meeting - Strategic Planning Session
   Monday, February 7, 2022 @ 7:00 PM
   Tuesday, February 22, 2022 @ 7:00 PM (2/21/22 - Monday Holiday)

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0593 **Agenda Date:** 1/18/2022 **Agenda #:** 1.

Agenda Item Wording:
Receive presentation from Nielsen, Merksamer, Parrinello, Gross & Leoni (NMPGL) on 2021 state legislative activity and approve 2022 State Legislative Platform for the City of Visalia.
Deadline for Action: 1/18/2022

Submitting Department: Administration

Contact Name and Phone Number: Devon Jones, 4190

Department Recommendation:
1. Receive presentation from Nielsen, Merksamer, Parrinello, Gross & Leoni (NMPGL) on 2021 state legislative activity and provide input to NMPGL and city staff on any state advocacy priorities for 2022, and
2. Approve 2022 State Legislative Platform for the City of Visalia authorizing the Mayor to sign letters in support or opposition based on the positions stated in the platform.

Background Discussion:
Nielsen, Merksamer, Parrinello, Gross & Leoni LLP (NMPGL) is the current service provider for state lobbying services. The lead lobbyist for the City of Visalia is John Moffatt, a Partner in the firm, as well as Senior Counsel Michelle Rubalcava and Manager of Research for Legislation and Public Policy, Andrew Langley. In the previous 5 years that the firm has represented the city in state legislative issues, Mr. Moffatt and his support staff have been consistently responsive to city issues, up to date on legislation as it moves through various committees to the Assembly and Senate, have scheduled meetings with appropriate legislative representatives and agency staff, and testified on the city's behalf on issues the City Council has identified as its priorities for the legislative session. Mr. Moffatt has also served as the city's representative in Sacramento on numerous issues with State agencies.

NMPGL is presenting on the prior legislative year to give an overview of state legislative activity and will discuss the coming year and issues that will be areas of focus. NMPGL and city staff will also be seeking any input the Council may have for priority areas of focus, or any other comments/insight for the year ahead.

Additionally, based on previous stances on legislation and direction from City Council and city staff, NMPGL has developed a draft comprehensive state legislative agenda for the city outlining proposed positions on a broad array of state legislative items. The platform identifies positions of support, opposition, and continued monitoring on a
variety of issues of importance to city leaders and staff. Upon approval of the platform, the mayor may sign letters to legislators or appropriate agencies advocating the city's position as stated in the platform, and Council Members and/or staff may use the platform to discuss the city's position with interested parties. If there is legislation or new information that could lead to a change in the city's

position, recommendations on that change will be brought back to the Council for formal consideration. Copies of letters that are sent on behalf of the city that are consistent with the platform will be
provided to the Council for informational purposes. The Council may choose to revise the platform to incorporate any changes proposed and agreed upon by Council.

Fiscal Impact: None

Prior Council Action: 11.15.21 - authorized new service contract with NMPGL for state legislative advocacy services, 11.16.20 - authorized 4th and final annual extension of current state legislative advocacy service contract with NMPGL, originally approved by Council on 11.7.16.

Other: N/A

Alternatives: Per Council direction

Recommended Motion (and Alternative Motions if expected):
I move to receive presentation from Nielsen, Merksamer, Parrinello, Gross & Leoni and approve the 2022 State Legislative Platform for the City of Visalia.
Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: NMPGL City of Visalia - 2021 session review, and Draft 2022 State Legislative Platform for the City of Visalia

CITY OF VISALIA
2022 STATE LEGISLATIVE PLATFORM

The Legislative Platform sets forth the City's goals and priorities for the 2022 State Legislative Year. It includes policy statements that provide direction to staff and the City's Legislative Advocates during the year and sets forth recommendations on positions the City may take on a variety of issues that could be addressed in the upcoming legislative session. Guided by the Platform, staff can effectively respond to new legislation in a timely manner. It allows the Mayor, City Council or the City Manager to send letters to the Legislature with positions consistent with the Platform. The Platform also provides a vehicle for summarizing the City Council's position on priority issues without precluding the consideration of additional legislative and budget issues that arise during the legislative session.

GENERAL PRINCIPLES

Support legislation that provides governmental decision making at the local level where it provides the most effective, efficient results.

Support reforms in the State-local fiscal relationship that will improve the City's ability to finance and efficiently administer both mandated and discretionary services while opposing legislation that creates mandates without State funding sources to carry them out.

Support legislation to preserve and build the City's job base and to improve the regulatory climate for private enterprise and infrastructure development.

Support State investment in local infrastructure; tax and financial incentives that will encourage the sustainability and growth of new and existing businesses in the City.

Support public safety measures, including funding programs, designed to enhance the City's efforts to protect its citizenry.

LOCAL CONTROL

Support legislation that promotes local land use authority and that authorizes and incentivizes, but does not mandate, the formation of regional alliances.

Oppose legislation that withholds local transportation funds, or funds of any kind, in lieu of complying with any State mandates.

Support a flexible approach to addressing climate change that uses fiscal and other incentives to meet technically achievable and practical goals in reducing emissions.

Support reforms that simplify, consolidate, standardize, reduce or eliminate data-gathering and reporting requirements imposed on cities.

Oppose legislation that proposes restrictions on the city's ability to address the issue of homelessness within our community.

Support legislation that provides additional state funding and other resources for the city to address the issue of homelessness within our community.

Oppose legislation that would require prevailing wage on additional projects not already subject to prevailing wage.

PUBLIC WORKS & TRANSPORTATION

Support legislation pertaining to the Americans' with Disabilities Act (ADA) in California, particularly as it relates to requirements for ADA improvements and provides an "opportunity to cure" before litigation may be initiated.

Support legislation that provides distribution of necessary State funding for road, highway and public transit projects at the city's discretion.

Support legislation that provides additional new funding for both road maintenance and capacity increasing projects and is funded by a variety of state funding sources including, but not limited to, the state General Fund and funds from the Greenhouse Gas Emissions Reduction Fund.

Oppose legislation that shifts taxation from fuel sales taxes, constitutionally guaranteed for local transportation, to excise taxes, which are not similarly protected.

Support the maintenance of the State Public Transportation Account and Proposition 1B allocations specifically intended for Transit.

Monitor legislation and other proposals that could impact the planning, funding and development of the High Speed Rail in California, and specifically a Kings-Tulare station conveniently accessible to Visalia residents.

Support full funding for the State Aeronautics Division of the California Department of Transportation to ensure that there is the aeronautical infrastructure statewide to support economic development, especially in jurisdictions where general aviation access can be an economic stimulus.

Support State appropriations or bond measures that develop alternative fuel infrastructure on Highways 5 and 99 through the Central Valley such as LNG for heavy trucks, CNG, and BEV charging stations.

Support State appropriations to fund programs to expand facilities for storing, banking, replenishing, conveying, distributing, conserving, and reclaiming water, and for flood control and storm water management.

Monitor and oppose legislation and/or regulations that create undue burdens or costs on groundwater recharge with recycled wastewater.

Support legislation that improves efficiencies in the California Public Utilities Commission's processes.

Support legislation that allows the sharing of water use information between public and private entities in an effort to comply with the State Water Resources Control Board's mandatory conservation target for the City of Visalia.

PUBLIC SAFETY

Support programs, funding and legislation designed to enhance local and regional efforts to maintain public safety, including gang prevention and suppression.

Support State funding for staff training and equipment in Fire Safety.

Support funding for regional coverage by the City's Type 1 Regional Haz-Mat team.

Support additional funding for Central Valley counties for AB 109 prison realignment purposes.

Monitor legislation regarding police use of force and mandated body cameras for police officers.

Monitor legislation that amends or attempts to remedy increasing crime rates that have resulted from the passage and implementation of Proposition 47.

Monitor the ongoing implementation of the Control, Regulate and Tax Adult Use of Marijuana Act of 2016.

FINANCE

Support legislation that would stabilize funding for the State's pension programs.

Support State legislation which facilitates the local collective bargaining process and the City's ability to fairly manage and compensate its employees.

Support legislation to provide greater authority to generate local revenues for discretionary services and to protect local revenue streams against State budgetary incursions.

Monitor the enactment of Workers' Compensation reforms to ensure lower costs and increased effectiveness for employers and equitable benefits to employees.

Monitor legislation that would broaden the sales tax base, eliminate sales tax exemptions or reconfigure the sales tax system with the intent to consider the comprehensive impacts before taking a position.

Oppose legislation that would result in the reduction of local share of taxes with the primary focus of the legislation being a state issue or statewide program.

COMMUNITY DEVELOPMENT

Support funding and incentives that promote smart growth and sustainable development at the discretion of the City.

Support legislation that creates clear, fair and equitable emission reduction goals that can be realistically achieved and do not infringe on local government land use authority.

Oppose legislation that eliminates local decision making authority on the use and disposition of carbon credits earned by the city.

Monitor legislation that requires carbon credit offsets for future development within cities like Visalia.

Support legislation that clarifies and simplifies state requirements for local General Plans.

Support legislation and grants that promote the development and funding of affordable, sustainable, and accessible housing within the City.

Support legislative efforts to establish an affordable housing program exclusively for cities, housing authorities and non-profit organizations to acquire existing multi-family dwellings to rehabilitate and create affordable units for qualifying families.

Support legislative efforts to increase the amount of state funding available for local affordable housing

projects.

Support legislation that establishes new neighborhood revitalization programs, appropriately focused on affordable housing, and the elimination of urban blight.

Oppose legislation that reduces or dilutes local government controls over land use decision making.

Oppose legislation to impose State regulations on federal programs such as CDBG, HOME, and NSP.

ENVIRONMENTAL QUALITY

Support streamlining of environmental regulations and permitting in order to reduce costs and unnecessary delays.

Water:

Support the retention of the City's ability to manage programs efficiently, cost-effectively, and without excessive permitting requirements in carrying out State mandates for environmental protection and waste disposal.

Support State appropriations to fund programs and projects to expand facilities for storing, banking, conveying, distributing, conserving, and reclaiming water, groundwater recharge, and for flood control and storm water management.

Monitor legislation that makes any changes to the Sustainable Groundwater Management Act of 2014. Any legislation should continue to support local control in the implementation of groundwater regulation.

Monitor legislation that aims to address long term groundwater sustainability.

Storm Water:

Monitor and engage in rule-making for legislation regarding the ability to treat storm drain systems as a utility.

Solid Waste:

Monitor and engage in legislation regarding landfill diversion and mandatory commercial recycling mandates.

Monitor and engage in rule-making for SB 1016, adopted in 2007, for changes to methods of calculating landfill diversion compliance from tonnages diverted from landfills to Pounds-Per-Person-Per-Day taken to landfills.

Monitor all recycling legislation, including but not limited to bills that impact household hazardous waste diversion, alternative daily cover and bottle and can recycling.

Monitor and engage in rule-making for SB 1383, which requires increasing organics recycling over the next several years.

Energy:

Support legislation that provides more local control and flexibility for use of rate-payer subsidized Public Goods Funds for energy efficiency and alternative energy projects.

Support increased funding of the California Solar Initiative and the California Energy Commission 1% interest loans for Energy Efficiency and Energy Generation Projects using Proposition 39 or other sources.

Support legislation that would compensate local government, businesses, and residents at market rates for alternative energy generation, including solar through feed-in tariffs.

Department of Toxic Substances Control:

Support legislation that places appropriate limits on the ability of the California Department of Toxic Substances Control to seek reimbursement from municipalities for exploratory PCE searches and activities.

Support a State allocation of bond funding for PCE groundwater management and clean-up.

ECONOMIC DEVELOPMENT

Support legislation that reforms the California Environmental Quality Act (CEQA) in a manner that reduces litigation and eliminates CEQA as a tool to stifle economic development in California.

Support legislation that is designed to provide local governments with the tools necessary to bolster economic development and efforts to streamline initiatives that would enhance the City's ability to attract and retain businesses, as well as, encourage business expansion and job retention.

Support legislation that increases local access to post-high school education and other workforce development opportunities, including the promotion and creation of apprenticeship programs.

Support legislation that requires the UC and CSU system to study the need for a new campus in the southern Central Valley between Fresno and Bakersfield.

QUALITY OF LIFE

Parks and Recreation:

Support legislation and funding for parks, recreation and capital improvements, and programs which increase the quality of life for the community and improve the public health and well-being of its citizens.

Support grants and legislation that provide for appropriate construction, rehabilitation and maintenance of public recreational facilities.

Animal Care:

Support legislation and funding that provide for quality care and shelter for impounded animals, including laws that allow local discretion for reasonable and cost-effective holding time of animals.

Support measures that facilitate responsible pet ownership and licensing.

Oppose animal services or care measures which impose state-mandated costs with no guarantee of local funding.

Arts & Culture and Tourism:

Support legislation and funding for programs and facilities which serve to enhance arts and culture development and provide opportunities for tourism.

NIELSEN MERKSAMER

NIELSEN MERKSAMER PARRINELLO GROSS & LEONI LLP

POLITICAL & GOVERNMENT | LAW ADVOCACY LITIGATION

City of Visalia

2021 Legislative & Executive Branch Review 2022 Overview

Representing the City

- Michelle Rubalcava
- Two Main Areas
  - Legislative Branch
  - Executive Branch/Regulatory
- Political Law Compliance and Reporting

2021 Legislative Summary

- 2,203 bills introduced in 2021
  - 1,527 Assembly Bills
  - 676 Senate Bills
- 836 bills sent to Governor's desk (38%)
- Total Bills Signed into Law: 770 (92%)
- Total Bills Vetoed: 66 (7.9%)

2021 Legislative Efforts

- 146 bills tracked for the City of Visalia
- 59 bills watched
  - 25 died in the legislature
- Subject Matter
  - Housing
  - Homelessness
  - Economy
  - COVID-19

Bills with Positions

- SB 9 (Housing Development) – Oppose unless Amended/Neutral - Signed
- SB 106 (Mental Health Services) – Watch – Held in Legislature
- SB 387 (Pupil Health) – Support – Held in Legislature
- AB 377 (Water Quality) – Oppose – Held in Legislature
- AB 1434 (Indoor water use) – Oppose – Held in Legislature

Executive Branch/Regulatory Issues

- COVID-19/State Orders
- Water
  - Sustainable Groundwater Management
  - Outdoor water use
- Recycling
- Homeless shelters/funding
- Industrial Park/Energy Needs

2022 Process

- Capitol access remains limited
- Calls/Video meetings
- Remote Hearings
- Remote voting by legislators

Redistricting

- City of Visalia split across two districts
- Senate
  - SD 12 – Anna Caballero
  - SD 16 – Shannon Grove
- Assembly
  - Current – AD 26 – Devon Mathis
  - AD 32 – Rudy Salas
  - AD 33 – Thurston Smith

Governor's Budget Proposal

- Unveiled Monday Jan 10
- $286 billion spending plan
  - $45.7 billion surplus
- Major investments areas
  - COVID-19, including increased vaccines, testing, and medical personnel.
  - Homelessness, including mental health housing and encampments.
  - Climate Change, including forest management and drought response.
  - Affordability, including healthcare coverage, child care, housing, and small business relief.
  - Safer Streets, including local law enforcement grants and gun buybacks.

Housing

- $500 million one-time General Fund over two years ($225 million in 2022-23, and $275 million in 2023-24) for the Infill Infrastructure Grant program.
- $300 million one-time General Fund over two years ($75 million in 2022-23, and $225 million in 2023-24) for the Affordable Housing and Sustainable Communities Program
- $100 million one-time General Fund over two years ($25 million in 2022-23, and $75 million in 2023-24) to expand affordable housing development on state excess land sites
- $100 million one-time General Fund over two years ($50 million in 2022-23, and $50 million in 2023-24) for adaptive reuse incentive grants.
- $500 million one-time General Fund for the Low-Income Housing Tax Credit Program to help spur housing construction.
- $200 million one-time General Fund over two years ($50 million in 2022-23, and $150 million in 2023-24) for the California Housing Finance Agency to provide loans to developers for mixed-income rental housing
- $200 million one-time General Fund over two years ($50 million in 2022-23, and $150 million in 2023-24) for the Portfolio Reinvestment Program to further preserve targeted units in downtown-oriented areas
- $100 million one-time General Fund over two years ($25 million in 2022-23, and $75 million in 2023-24) for HCD's Mobile home Park Rehabilitation and Resident Ownership Program.

Drought

- $750 million to support drought resilience and response.
  - $145 million for local emergency drought assistance and grants to local water agencies facing a loss of water supplies.
  - $30 million for groundwater recharge projects.
  - $250 million for drought contingency planning.
- $3.725 billion in federal dollars over the next five years to improve local water infrastructure.

Revenue and Taxation

- Eliminates the usage limits of net operating losses.
- New tax credit to incentivize climate change adaptation companies to headquarter or maintain headquarters in California.
- Improves the Shuttered Venue Operators Grant by conforming California's tax handling of these grants to the federal treatment
- Maintains the State and Local Tax deduction workaround through a pass-through entity tax and makes statutory changes to improve access by various entities.
- Pauses the annual gas tax inflation adjustment. This pause is expected to decrease fuel tax revenues by $523 million in 2022-23 based on an estimated 5.6 % inflation rate. The Administration intends to hold local revenues harmless.
- Tax years 2019, 2020, and 2021, families with less than $150,000 in adjusted gross income ($75,000 for individuals) will have until Sept. 30, 2023, to pay any personal income tax liability for those years and will be relieved of any penalties and interest related to delayed filing or delayed payment.

Transportation

- $9.1 billion of one-time General Fund and bond funds over two years for transportation programs
  - $4.2 billion to complete the construction of high-speed rail in the Central Valley
  - $2 billion for high-priority transit and rail infrastructure projects
  - $750 million for active transportation networks
  - $500 million for high-priority grade separation projects
  - $400 million for state and local climate adaptation projects
- $4.5 billion two-year increase of base federal funding from the federal Infrastructure Investment and Jobs Act for highways, roads, transit, safety, research, and other transportation activities.
- $2.3 billion for supply chain investments, including $1.2 billion for port, freight, and goods movement infrastructure and $1.1 billion for other related areas, such as workforce training, zero-emission port equipment, and infrastructure related to the supply chain.

Pandemic Response

- $1.4 billion in early action to maintain and expand COVID-19 mitigation efforts, including efforts to increase vaccination rates and testing.
  - $214 million to maintain and expand testing operations.
  - $399 million for vaccine distribution and administration.
- $1.3 billion for 2022-23 to continue COVID-19 mitigation efforts.
  - $362 million for testing.
  - $182 million for vaccine distribution and administration.
- Ongoing legislative discussions to modify the previous COVID-19 Supplemental Paid Sick Leave policy.

Homelessness

- $2 billion increase over the next two years to expand access to housing for vulnerable populations with complex behavioral health conditions and people living in encampments.
- $1.5 billion increase for Department of Health Care Services Behavioral Health Continuum Infrastructure Program to purchase and install tiny homes and provide operational supports.
- $500 million increase for jurisdictions to invest in rehousing strategies for people experiencing homelessness in encampments around the state.
- $10.6 million annually for three years to continue the Returning Home Well Program to provide transitional housing to parolees at risk of housing insecurity or homelessness.

2022 Legislative Platform

- Purpose is to provide guidance to city staff and NM to allow more nimble response as bills move through the legislative process.
- Minor updates to previously approved platform

Thank you!

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0657 **Agenda Date:** 1/18/2022 **Agenda #:** 2.

Agenda Item Wording:
Receive the Annual Comprehensive Financial Report (ACFR) for the City of Visalia for the 2020-21 fiscal year.
Deadline for Action: 1/18/2022

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Kari Williams 713-4298

Department Recommendation:
It is recommended that the City Council acknowledges receipt of the ACFR for the year ended June 30, 2021 and provide comments as appropriate.

Background Discussion:
The attached Fiscal Year (FY) 2020-21 ACFR represents the City's financial, operational, and current economic condition for the fiscal year ending June 30, 2021. The City's financial statements for this period have been audited by The PUN Group, Certified Public Accountants, the City's independent auditing firm. Their Independent Auditors Report has been incorporated into the ACFR document. This item is presented to the City Council each year for review and acknowledgement.

State law requires the City of Visalia to prepare a complete set of audited financial statements. The attached 2020-21 ACFR fulfills this requirement.

The City's Independent Auditors, The PUN Group, have audited the City's financial statements prepared by Finance staff for the fiscal year ended June 30, 2021 and have provided an unqualified (clean) opinion. An unqualified opinion concludes that the ACFR presents fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City; and the respective changes in financial position.

The ACFR is prepared annually in accordance with generally accepted accounting principles (GAAP) and reporting standards established by the national Governmental Accounting Standards Board (GASB), as verified during the independent auditor's examination. The June 30, 2021 ACFR continues to comply with the GASB reporting standards.

The financial statement information and audit opinion, as well as additional narrative and statistical information, is presented within the ACFR. Below is a listing of the different sections in the report:

- Transmittal Letter by the City Manager and Finance Director
- Independent Auditor's Report
- Management's Discussion and Analysis
- Government-wide Financial Statements
- Fund Financial Statements
- Notes to Basic Financial Statements
- Required Supplementary Information
- Supplementary Information: Combining Statements and Budgetary Comparison Schedules

- Statistical Section
- Compliance Section

The City issues copies of its ACFR to financial institutions and credit rating agencies for use in evaluating the City's financial position, as well as to the City Council, City Management, and interested citizens. The City's ACFR will also be available on the City's web site.

The Government Finance Officers Association of the United States and Canada (GFOA) awards a Certificate of Achievement for Excellence in Financial Reporting which is only valid for a period of one year. The City recently received this award for the prior fiscal year (2019-20) and has now received the award for excellence in financial reporting for 35 consecutive years. The current report has been submitted and is under consideration for award. City staff believes the current report continues to exceed financial reporting standards.

New Reporting Requirements

The following Governmental Accounting Standards Board (GASB) Statements have been implemented in the current financial statements:

GASB Statement No. 84, *Fiduciary Activities*.
The objective of the Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The City has implemented this statement for the June 30, 2021 year end.

GASB Statement No. 90, *Majority Equity Interests*.
The primary objectives of this statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. The provisions of this statement are effective for fiscal year 2020-21. There was no effect on the financial statements as a result of implementing this statement.

GASB Statement No. 93, *Replacement of Interbank Offered Rates* (IBOR)
objective of this statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. The provisions of this statement are effective for fiscal year 2020-21. There was no effect on the financial statements as a result of implementing this statement.

GASB Statement No. 98, *The Annual Comprehensive Financial Report*
This Statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. Those provision are effective for fiscal years ending after December 15, 2021. The City has elected early implementation. Application of this statement did not have a material effect on the City's financial statements for the fiscal year ending June 30, 2021.

Financial Statements

The financial statements are separated into Governmental and Enterprise (Business) type funds. Governmental Funds and Enterprise funds have different methods of accounting. Table 1 - Governmental and Enterprise Funds shows these differences.

Table 1- Governmental and Enterprise Funds

	Governmental Funds	Enterprise Funds
Capital Assets	Not Included	Included
Debt	Not Included	Included
Depreciation	Not Included	Included
Net Pension Liability (GASB 68)	Not Included	Included

Governmental Funds

Governmental funds are prepared on the modified accrual basis of accounting, which means they measure only current financial resources and uses. This basis focuses on (1) how cash and other financial assets can be readily converted to available resources and (2) the balances left at year-end that are available for spending. Capital assets and other long-lived assets along with long-term liabilities are not presented in the Governmental Fund Financial Statements. The City uses governmental funds to account for the General Fund (which includes the Emergency Reserve Fund), Measure N, Housing and Community Grants, Housing Successor, American Rescue Plan, as well as many other special revenue and capital project funds such as Measure T and Measure R.

2020-21 ACFR Summary

Surprisingly, fiscal year 2020-21 saw significant growth in all revenue categories for Visalia despite the restrictions and impact on the economy from the continuation of the COVID-19 pandemic. We can only surmise that the record breaking stimulus packages issued by the Federal and State government, combined with the gradual reopening in the early part of 2021 from the historic lockdowns, contributed to this growth. Nationally, for June 2021, Gross Domestic Product (GDP) came in at 6.7% reflecting the continued economic recovery, reopening of establishments, and continued government stimulus support. GDP refers to a country's economic growth rate. A 2-3% GDP is generally considered a healthy GDP. The national unemployment rate as of June 2021 was at 5.9%, a very good improvement compared to the 14.7% we saw in April 2020. The Federal Reserve likes to see a natural unemployment rate of 4%.

Fiscal year 2020-21 ended the year with an overall increase of $7.6 million in the total economic-sensitive revenue category for the General Fund as shown in Table 2 - Economic Sensitive Revenues.

Table 2 - GF Economic Sensitive Revenues

Description	FY 19/20	FY 20/21	Increase Over Prior Year	% Increase
Sales Tax	$ 34,213,847	$ 38,986,517	$ 4,772,670	14%
Property Tax	26,281,706	27,884,766	1,603,060	6%
Transient Occupancy Tax	2,727,385	3,323,538	596,153	22%
Franchise Fees	2,669,467	2,795,357	125,890	5%
Business License	2,538,135	3,088,633	550,498	22%
Total	**$ 68,430,540**	**$ 76,078,811**	**$ 7,648,271**	**11%**

Sales Tax grew at 14% for fiscal year 2020-21, partially due to the Federal stimulus money issued which allowed consumers to continue to spend as well as the reopening of establishments. The main areas of the growth in Sales Tax for Visalia were in General Retail (department stores, apparel stores) which grew $1.5 million; Business to Business (office equipment, industry) which grew $1.4 million; and Transportation (auto sales, service stations) which grew $.8 million. Property Tax maintained its growth trend increasing 6% as existing houses sales, new

development, and property values increased in Visalia. The ending of the shelter in place and reopening of things in California really was evident in Transient Occupancy Tax (TOT) revenue as fiscal year 2020-21 had an increase of 22% as compared to last year. Fiscal year 2019-20 had a large decrease in revenue due to the COVID-19 travel restrictions and historic shutdowns imposed by the State of California. If fiscal year 2019-20 would have had normal growth levels, this year's growth in TOT would be an estimated 5%. Franchise Fee revenue had an increase of 5% in fiscal year 2020-21 mainly due to increases in gas and electric revenue. Business License revenue increased 22% as compared to last fiscal year as several businesses remitted current and prior year delinquencies in order to bring their accounts current in fiscal year 2020-21. Businesses had to have a current business license which meant delinquencies had to be paid in order to qualify for various COVID-19 relief programs.

Visalia has 12,505 licensed businesses operating in the City, an increase of 190 as compared to last year. These businesses include private manufacturing, technology research, retail and service businesses, educational services, healthcare and social assistance, consulting, arts and entertainment, hospitality services, along with non -profit institutions.

Fiscal year 2020-21 ended with strong growth in the main General Fund revenue categories of Sales Tax, Property Tax, and Other Taxes, which consists of Transient Occupancy Tax and Franchise Fee revenue. The COVID-19 pandemic continued to affect the economy across the state and nation for most of the fiscal year, however, with continued stimulus support from the Federal and State government and the gradual reopening from the historic lockdowns, consumers continued to spend the extra funds available to them and returned to a fraction of their normal life with travel, retail, and restaurant patronage. For most of the fiscal year, staffing levels were reduced where needed and staff continued to monitor expenses. With careful management, the City was able to continue to provide limited-service enhancements, infrastructure improvements, and increases in employee compensation. As shown in Table 3 - General Fund Statement of Revenues & Expenditures, the General Fund ended the year with a change in fund balance and surplus of $13.02 million. The City received Coronavirus Relief Funds (CARES Act) of $1.7 million which helped offset expenses and contributed to the General Fund surplus. The large surplus is also due to vacancies throughout the City, especially in Public Safety, where a large number of vacancies for fiscal year 2020-21 were actively being recruited for.

Table 3 - General Fund & Emergency Reserve Summary
(in millions)

	General Fund FY 20/21	Emergency Reserve FY 20/21	Total FY 20/21
Revenues	$ 84.20	$ 0.06	$ 84.26
Expenditures	$ 67.26	$ -	$ 67.26
Over/(Under) Expenditures	$ 16.94	$ 0.06	$ 17.00
Other Financing Sources (Uses)	$ (3.92)	$ -	$ (3.92)
Net Change in Fund Balance	$ 13.02	$ 0.06	$ 13.08
Surplus	$ 13.02	$ 0.06	$ 13.08
Transfer surplus to Emergency Reserve Fund*	$ (0.39)		$ (0.39)
Transfer surplus to Civic Center Fund*	$ (12.24)		$ (12.24)

*Note - Per the March 19, 2018 Emergency Reserve Policy, all surpluses will be deposited into the General Fund Emergency Reserve until it reaches 25% of operating expenditures. Any remaining surplus is to be transferred into the Civic Center Fund.

The General Fund revenues came in over expenditures by $16.9 million. The Expenditures category included capital projects which totaled $1.6 million. The category Other Financing Sources and Uses of $3.9 million includes transfers out for debt payments of $2.4 million (Convention Center $1.1 million, Animal Control $0.6 million, 2015 COP $0.6 million and VPFA 2014 Refunding COP $0.1 million) and subsidies for Enterprise Funds operations of $1.9 million (Animal Control $0.9 million, Convention Center $0.7 million, and Baseball $0.3 million).

Once you take Revenues minus Expenditures less Other Financing Uses, the General Fund had a change in fund balance/surplus of $12.6 million. Of the surplus, $0.4 million was transferred to the Emergency Reserve Fund and $12.2 million was transferred to the Civic Center Reserve Fund as per the current Council Policy on surpluses. The current General Fund emergency reserves replenishment policy states that any revenues in excess of actual expenditures would continue to be deposited in the emergency reserve to maintain the reserve at 25% of operating expenditures and then all remaining surplus is to be deposited into the Civic Center Reserve Fund.

This is the eighth consecutive year that the General Fund has ended the year with a surplus. However, history has shown that the balance between revenues and expenditures in the General Fund can be volatile from year to year. The City must continue to monitor increasing operating costs (i.e. rising pension costs, health, technology), the economy for a possible downturn (recession) due to the ending of COVID-19 stimulus packages and rising inflation, and continue to seek new opportunities to increase tax base revenues to maintain fiscal sustainability.

The General Fund's fund balance (including the emergency reserve) is $53.1 million at fiscal year-end. It is important to remember that fund balance is not cash. Fund balance is the amount left after liabilities are subtracted from assets. A positive fund balance means that there are more assets than liabilities; a negative fund balance means just the opposite. The General Fund's fund balance is split into the following categories (2020-21 ACFR pg 82):

- Nonspendable Fund Balance - $3.5 million for items such prepaids, deposits, supplies, long term receivables and advances to other funds.

- Restricted Fund Balance - There are currently no restricted fund balances.

- Committed Fund Balance - $16.6 million for Council authorized encumbrances (contracts awarded that are not paid out) and specific purposes such as the Emergency Reserve (currently at $16.4 million, 25% of the General Fund's operating costs).

- Assigned Fund Balance - $27.6 million for advances to custodial funds, capital projects that have been budgeted but not started, CalPERS unfunded liability payment for FY 2021-22 and the Successor Agency Note.

- Unassigned Fund Balance - $5.4 million is primarily used for three reasons:

1. Grants - To temporarily advance one time expenditures which are awaiting grant funds. The City receives many grants, and typically, funds that have grants will need a cash advance due to the timing of the grant reimbursements and the crossing of fiscal years. Grant advances are typically paid back within 1-2 years.

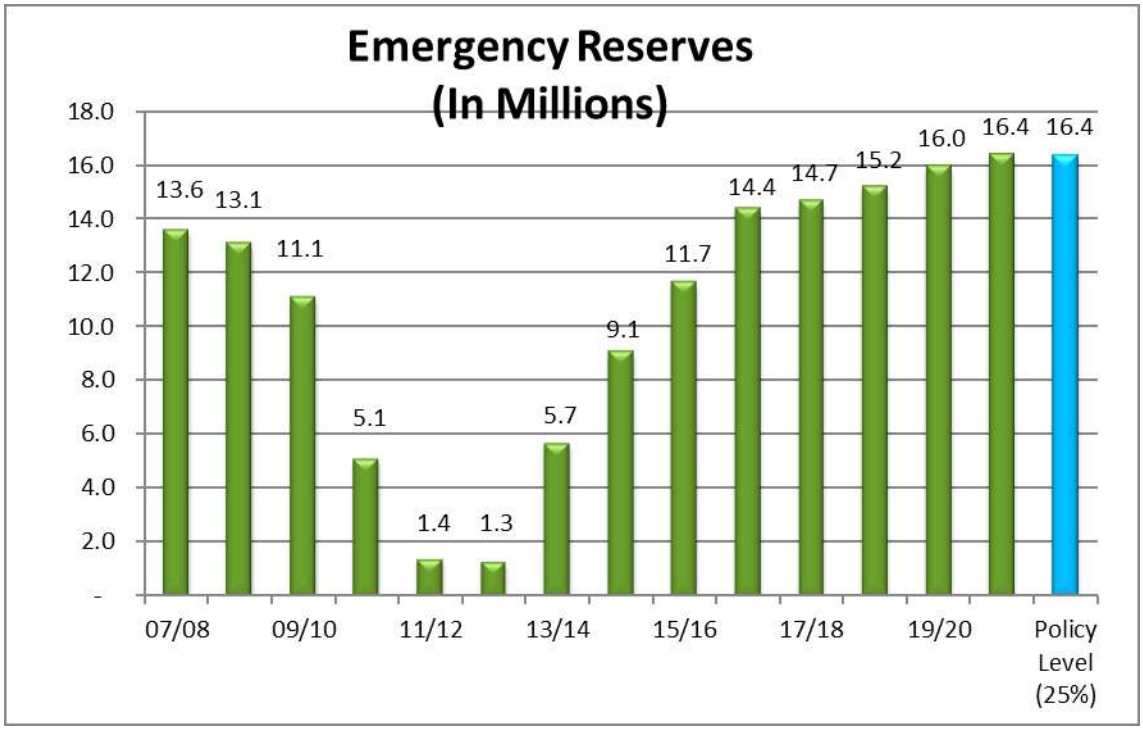
2. Impact Fees - To advance money in order to keep moving forward on large projects. When advances happen, the amount of the advance is transferred out of unassigned fund balance to assigned fund balance. When the advances are paid back to the general fund those amounts are transferred back to the unassigned fund balance. If the money is not available to advance from the unassigned funds then the money would need to come from the committed funds that have been set aside for emergency reserves or capital projects. This is not ideal because this could postpone projects or cause there to not be enough in reserves for when it is needed. Advances for capital projects are typically paid back over larger periods of time (5-10 years). For example, the fire impact fees assisted with the construction of stations 55 and received an advance that was recently paid back. Also, the police impact fees are projected to need an advance of $1.5 million to make the VECC debt payments for the life of the debt which will be fully paid off in 2029.

3. Prior Year Adjustments - The City financial statements are a summary of the year and are comprised of many numbers, categories, funds, objects and task numbers. As staff continues to audit numbers and compare to prior years, accounting errors are found and need to be adjusted. For example, expenditures for FY 2020-21 may have been coded to FY 2021-22 and are found when reviewing FY 2021-22. In addition, the Financials include receivables that may be written off due to bad debt or fees waived once they have complied with City regulations. If the Unassigned Fund Balance category did not exist, these adjustments would need to come from the committed funds that have been set aside for emergency reserves or capital projects.

4. However, these funds may be considered a part of the Emergency Reserves and at the end of the fiscal year, at Council's discretion, can be added to the Emergency Reserves or any other designation. Staff does not recommend depleting this category because, in the end, using committed funds that have been set aside for emergency reserves or capital projects is not ideal for advancing for grant reimbursements, capital projects, and prior year adjustments. This would cause the Emergency Reserves or any other fund to increase and decrease as accounting adjustments are made and money is borrowed leaving uncertainty in the amount available at any given time.

Emergency Reserves for FY 2020-21 meets the policy level of 25% or $16.4 million as shown in Table 4 - General Fund Emergency Reserves. A General Fund surplus transfer of $0.4 million and interest earnings of $65K increased the Emergency Reserves to $16.4 million (25% of operating expenditures).

Table 4 - General Fund Emergency Reserves



Other Governmental Funds

- The **Measure N** (FY 2020-21 ACFR: page 30 & 34) fund is used to account for the half-cent sales tax override approved by the citizens of Visalia in November 2016 which funds increased City essential services such as Police, Fire, Streets and Parks. Measure N saw an overall increase in revenues of $2.6 million. The increase includes sales tax of $3.0 million offset by a decrease in investment related activity of $0.5 million due to the annual adjustment for fair market value allocation and investment gain or loss. The Measure N Fund's fund balance increased $6.4 million to $29.7 million as a result of revenues exceeding expenditures for the year. Measure N Fund's fund balance increased $6.4 million from $23.3 to $29.7 million as a result of revenues exceeding expenditures for the year.

- The **Housing & Community Grants** (FY 2020-21 ACFR: page 30 & 34) This fund accounts for the Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME) and Neighborhood Stabilization Program (NSP) Grant funds. Also included are the Substandard Housing and Vehicle Abatement funds. The fund's assets include $12.7 million in notes and loans receivable. The notes and loans receivable are for housing assistance through the various grant programs as well as past rental rehabilitation loans. Expenditures exceeded revenues by $0.1 million for the year. The net change in fund balance increased $1.0 million from last fiscal year to $15.3 million.

- The ***Housing Successor*** (FY 2020-21 ACFR: page 31 & 35) was part of the former Redevelopment Agency. The principal assets of the housing successor are notes from past loans from the City to receiving parties for affordable housing projects. The majority of these notes will be forgiven if the receiving party maintains the projects built with those monies at affordable levels for 45 years for single family units and 55 years for multi-family units. Revenues of $0.5 million included residual payments and regular scheduled note payments. This money is used for programs as intended or used for future programs or projects.

  The Housing Successor will receive two types of limited payments in the future. One of the payments will be for a loan given from the Low/Mod funds to Redevelopment from past State take-aways of $1.2 million

to be paid back based on availability of residual receipts. There were $320K in residual receipts for FY 20/21. The other limited revenue source will be 20% of any loan repayments the City receives for past advances made to the former Redevelopment Agency by the General Fund until those advances are paid off. Otherwise, the Housing Successor has no significant ongoing revenues.

- The ***American Rescue Plan*** fund (FY 2020-21 ACFR: page 31 & 35) is used to account for the American Rescue Plan Act federal grant funding. Monies can only be used according to the plan guidelines. In June of 2021 this fund received $14.7 million in grant funding and earned $3K in interest.

- All ***Other Governmental Funds*** (FY 2020-21 ACFR: page 31 & 35), (referred to as Non-Major Funds, such as Special Revenue Funds and Capital Project Funds) are not presented separately in the Basic Financial Statements but are individually presented in the Supplemental Information Section. Combined they received $46.4 million in revenue and have a combined Fund Balance at year-end of $125.4 million. The larger funds in this category include Special Service Districts at $10.8 million, Measure T Fire at $5.9 million, Measure R local at $5.5 million, Highway Users at $8.1 million, Government Facilities Impact Fee at $7.0 million, Transportation $15.5 million and Civic Center Fund at $32.7 million. These are restricted funds that will be used for future capital projects.

Business Type Funds

Enterprise Funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the Water Reclamation Facility, Storm Sewer Maintenance, Solid Waste, Transit, which are considered to be Major Funds of the City and Convention Center, Airport, Building Safety, Animal Control and Baseball which are considered to be Non-Major Funds of the City.

Enterprise funds also recognize the net pension liability as required by GASB 68. As a result, annual adjustments are required to adjust to the net pension liability being reported by CalPers for our employee retirement plans. Changes in the net pension liability occur as a result of annual actuarial valuations performed by CalPers on our plans, investment earnings for the year, and changes to pension formula assumptions made by CalPers. These annual GASB 68 adjustments to the net pension liability affect the Salaries, Wages and Employee Benefits line item reported under Operating Expenses (pages 42 and 43). Below is a brief summary of changes for each Enterprise Fund's revenues and expenditures. These summaries are comparing each Fund to last fiscal year.

- ***Water Reclamation Facility*** (FY 2020-21 ACFR: page 40 & 42) Operating revenues increased $0.3 million due to a combination of increases in industrial fees of $0.4 million, front footage fees of $0.2 million, user charges of $0.3 million, treatment connection fees of $0.2 million and septage receiving fees of $0.1 million. These increases were offset by decreases in commercial fees of $0.1 million and residential fees of $0.9 million which are mainly due to a change in utility bill due dates for all accounts to the 30th of the month which took place in FY19/20.

  Operating expenses increased by $0.7 million mainly due to increases in utilities of $0.1 million, chemical expenses of $0.2 million, capital related activity of $1.1 million. These increases were offset by decreases in maintenance and operating costs of in equipment supply and maintenance repair of $0.4 million, instrument repair/replacement of $0.1 million, allocated expenses and services provided of $0.1 million and salaries and benefits of $0.2 million due to vacancies

- ***Storm Sewer Maintenance*** (FY 2020-21 ACFR: page 40 & 42) Operating revenues had a slight increase of $39K.

  Operating expenses increased by $0.6 million due to increases in salaries and benefits of $47K due to

wage and benefit increases, deprecation of $61K and capital related activity of $0.5 million.

- ***Solid Waste*** (FY 2020-21 ACFR: page 40 & 42) Operating revenues increased $1.2 million mainly due to increases in single family fee revenue of $0.3 million, multifamily fee revenue of $0.1 million, commercial recycling fee revenue of $0.1 million and commercial fee revenue of $0.8 million. These increases were offset by a decrease in CNG fuel rebates of $0.2 million due to the timing of receiving the fuel rebate.

  Operating expenses increased by $0.8 million mainly due to an increase in salaries and benefits of $0.1 million due to wage and benefit increases and capital related activity of $1.2 million. These increases were offset by decreases in maintenance and operations costs for allocated expenses and services provided of $0.4 million

- ***Transit*** (FY 2020-21 ACFR: page 41 & 43) Operating revenues decreased $2.2 million from last year. Charges for services decreased $1.5 million as ridership fees were suspended due to the COVID-19 pandemic resulting in decreases in Sequoia shuttle ticket sales of $0.6 million, farebox sales of $0.3 million, ticket sales of $0.5 million and CNG sales of $0.3 million due to a timing issue of federal reimbursements. Operating grant revenue decreased $0.8 million due to a decrease in the current years operating expenses. The decreases were offset by an increase in carbon credits of $0.2 million.

  Operating expenses decreased by $0.4 million mainly due to a decrease in maintenance and operations for allocated expenses and services provided of $0.3 million, contract bus services including cancellation of Sequoia shuttle bus service of $0.3 million, depreciation of $0.3 million and salaries and benefits $47K due to vacancies. These decreases were offset by an increase in capital related activity of $0.5 million.

- ***Convention Center*** (FY 2020-21 ACFR: page 40 & 42) Operating revenues decreased by $1.4 million and operating expenses decreased by $1.9 million mainly as a result of the facility shutdown due to the COVID -19 pandemic. These decreases were in salaries and benefits and operations. The state guidelines allowed for reopening of the Convention Center June 15, 2021.

- ***Airport*** (FY 2020-21 ACFR: page 40 & 42) Operating revenues increased by $0.2 million mainly due to increases in fuel sales of $111K, fuel flowage fees of $12K, FOB revenues of $24K, and hanger rentals of $36K. These increases were offset by decreases for “into plane” fuel sales of $34K and terminal rent of $8K.

  Operating expenses decreased by $0.1 million mainly due to decreases in allocated expenses and services provided of $0.1 million and a decrease in salaries and benefits of $23K due to vacancies.

- ***Building Safety*** (FY 2020-21 ACFR: page 41 & 43) Operating revenues increased by $0.4 million mainly due to an increase in single family dwellings permits compared to prior years activity.

  Operating expenses decreased by $0.1 million due to a decrease of salaries and benefits of $0.1 million due to vacancies and decreases in credit card usage fees of $25K and allocated expenses and services provided of $70K. These decreases are offset by an increase in capital related activity of $0.1 million.

- ***Animal Control*** (FY 2020-21 ACFR: page 41 & 43) Operating revenues increased by $0.1 million as a result of increased activity in services for Dinuba of $55K due to the timing of the revenue collected in the prior year, adding new services for Tulare of $29K, and administration and other fines of $47K. These increases were offset by lower kennel fees of $15K, facility shelter fees of $22K, and license fees of $10K.

  Operating expenses decreased by $46K due to a decrease in salaries and benefits of $26K due to vacancies and a decrease in allocated expenses and services provided of $49K. These decreases were

offset by an increase in bad debt expense of $21K and capital related activity of $10K.

- ***Baseball Fund*** (FY 2020-21 ACFR: page 41 & 43) There are no operating revenues for the Baseball fund due to the current contract with Fast Pitch Entertainment, LLC, the organization that runs the Rawhide Baseball team. Operating expenses had an increase of $0.1 million mainly due to the 1st year of the depreciation for the video scoreboard.

- **Internal Service Funds** (FY 2020-21 ACFR: pages 142-145) There are several funds designed to set aside resources to pay for replacement of vehicles and computers as well as insurance costs. Fiscal Year 2020-21 revenues exceeded expenditures by $1.5 million which leaves fund balances of $35.1 million. A majority of the change in net position was due to the Information Technology (IT) Fund and Vehicle Replacement Fund receiving assets from other funds to be replaced in future years. The IT Fund holds assets for the General Fund and charges depreciation to the General Fund divisions for the assets being used for future replacement. Asset contributions totaled $0.3 million for Fiscal Year 2020-21 which included vehicle replacements, computer replacements, equipment, and software.

There are three business funds that have Council authorized subsidies, the Convention Center ($0.7 million operations + $0.2 million capital set-aside + $1.1 million debt), Animal Control ($0.9 million operations + $0.6 million debt), and Baseball ($0.3 million) which are shown on the financial statements and notes as transfers. Subsidies are not paid back. All other funds receive an advance when revenues don't cover operations. Advances are made from the General Fund which requires reimbursement and charges the investment rate plus 1%. All advances are shown in the ACFR on page 82.

Summary

The City's finances continue to grow even with the continuing COVID-19 pandemic. Governmental Funds had a change in fund balance of $42.5 million, Emergency Reserves continue to be at the policy level of 25% of operating expenditures with a balance of $16.4 million, and the Business Type Funds (excluding the Internal Service Funds) had an overall change in net position of $20.8 million. In addition, fiscal year 2020/21 met the City Council budget goals of gradually rebuilding the organization by restoring resources, increasing funding levels for Capital Improvement Projects, increasing resources directed at maintaining City facilities, maintaining Emergency Reserves, and handling increasing pension costs.

Overall, the City is in a good financial condition that will help us withstand a future recession.

Fiscal Impact:
N/A

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to accept the Fiscal Year 2020-21 Annual Comprehensive Financial Report (ACFR).
Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ended June 30, 2021.

State of California

City of Visalia

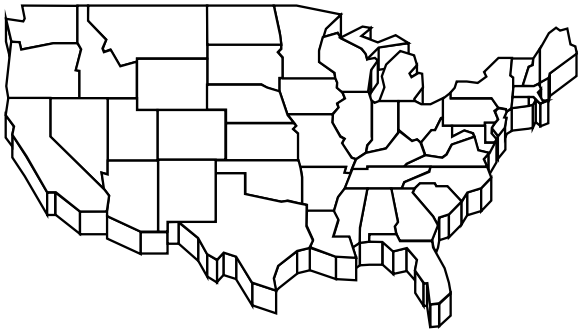
Annual Comprehensive Financial Report

Fiscal Year Ended June 30, 2021

CITY OF VISALIA
STATE OF CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Year Ended June 30, 2021



Prepared by the Finance Department

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TABLE OF CONTENTS

Page

INTRODUCTORY SECTION:
Letter of Transmittal i
Organizational Chart xii
GFOA Certificate of Achievement xiii

FINANCIAL SECTION:
Independent Auditor's Report 1
Management's Discussion and Analysis 3

Basic Financial Statements:
Government-wide Financial Statements:
Statement of Net Position 26
Statement of Activities 27
Fund Financial Statements:
Governmental Funds:
Balance Sheet 30
Reconciliation of Governmental Funds - Fund Balance with Governmental Net Position 33
Statement of Revenues, Expenditures, and Changes in Fund Balances 34
Reconciliation of the Net Changes in Fund Balances – Governmental Funds with the Change in Net Position of Governmental Activities 37

Proprietary Funds:
Statement of Net Position 40
Statement of Revenues, Expenses, and Changes in Fund Net Position 42
Statement of Cash Flows 44
Fiduciary Funds:
Statement of Fiduciary Net Position 49
Statement of Changes in Fiduciary Net Position – Fiduciary Funds 50

Notes to Basic Financial Statements 51

Required Supplementary Information:
Budgetary Comparison Schedule -
General Fund 98
Measure N 100
Housing & Community Grants 101
Housing Successor Agency Fund 102
Schedule of Changes in Net Pension Liability and Related Ratios - Miscellaneous Plan 103
Schedule of Changes in Net Pension Liability and Related Ratios - Safety Plan 104
Schedule of Contributions 105

Supplementary Information:
Non-major Governmental Funds:
Combining Balance Sheets 114
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances 118
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual 122

FINANCIAL SECTION: (Continued) ..... Page

Internal Service Funds:
Combining Statement of Net Position 142
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position 144
Combining Statement of Cash Flows 146

Custodial Funds:
Combining Statements of Fiduciary Net Position – Custodial Funds 152
Combining Statements of Changes in Fiduciary Net Position – Custodial Funds 153

STATISTICAL SECTION:
Net Position by Component – Last Ten Fiscal Years 158
Changes in Net Position – Last Ten Fiscal Years 160
Fund Balances of Governmental Funds – Last Ten Fiscal Years 164
Changes in Fund Balances of Governmental Funds – Last Ten Fiscal Years 166
Direct and Overlapping Property Tax Rates – Last Ten Fiscal Years 168
Assessed Value and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years 170
Principal Property Tax Payers – Current Year and Nine Years Ago 171
Property Tax Levies and Collections – Last Ten Fiscal Years 172
Historical Sales and Use Tax Rates 173
Taxable Sales Transactions By Type – Last Five Calendar Years 174
Top 25 Sales Tax Contributors – 2019 Calendar Year 175
Ratios of Outstanding Debt by Type – Last Ten Fiscal Years 176
Ratio of General Bonded Debt Outstanding – Last Ten Fiscal Years 178
Direct and Overlapping Debt 179
Legal Debt Margin Information – Last Ten Fiscal Years 180
Pledged Revenue Coverage – Last Ten Fiscal Years 182
Demographic and Economic Statistics – Last Ten Fiscal Years 183
Principal Employers – Current Year and Two Years Ago 184
Full-Time City Employees by Function – Last Ten Fiscal Years 185
Operating Indicators by Function – Last Ten Fiscal Years 186
Capital Asset Statistics by Function – Last Ten Fiscal Years 188
Insurance in Force 190

COMPLIANCE SECTION:
Measure T:
Independent Accountant's Report:
Report on Applying Agreed-Upon Procedures 193
Measure N:
Independent Accountant's Report:
Report on Applying Agreed-Upon Procedures 197
Bond Disclosure Requirements 201

Introductory Section

December 29, 2021

To the Honorable Mayor, City Council, and Citizens of the City of Visalia:

We are pleased to submit the City of Visalia's (the City) Annual Comprehensive Financial Report (ACFR) for the fiscal year July 1, 2020 through June 30, 2021. The City Charter (Article VI - Section 17) requires that a licensed certified public accountant conduct an annual audit at the end of each fiscal year and issue a complete set of financial statements to be submitted to City Council. The ACFR is also intended to provide relevant financial information to the residents of Visalia, taxpayers, creditors, investors, and other interested parties. Like many financial reports, the ACFR is a "snapshot in time". It reflects the financial condition of the organization at a specific point in time. The complex financial operations of a city are extremely dynamic and constantly undergoing change. This is not a document requiring decision-making or adjustment, it is a merely a reflection of a financial point in our history that provides an open and transparent review of our operations.

This letter of transmittal provides a non-technical summary of City finances, services, and achievements, and economic prospects. We ask that readers who wish a more detailed discussion of the City's financial results refer to Management's Discussion & Analysis ("MD&A") contained in the Financial Section of the ACFR.

The City Finance Department is responsible for establishing and maintaining internal controls designated to ensure that the assets of the city are protected from loss, theft or misuse, and that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. Internal controls are designated to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: the cost of a control should not exceed the benefits likely to be derived; and the evaluation of costs and benefits requires estimates and judgements by management. All internal control evaluations occur within the stated framework. City management believes the City's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

The City contracted with The Pun Group, LLP, a firm of Certified Public Accountants licensed to practice in the State of California, to perform the annual independent audit. The auditors expressed an opinion that the City's financial statements for fiscal year 2020-2021 are fairly stated in conformity with generally accepted accounting principles (GAAP). This is the most favorable conclusion and is commonly known as an "unmodified" or "clean" opinion. The independent auditor's report is included in front of the Financial Section of this report.

The ACFR is organized into four sections:

- The **Introductory Section** provides this transmittal letter which includes information about the governmental structure, economic activities of the community, and notable financial activities.

- The **Financial Section** includes the financial statements, notes, and supplemental information. It has management's discussion and analysis (MD&A) which immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the Basic Financial Statements including notes and the Required Supplementary Information.

- The **Statistical Section** includes tables containing historical financial data, debt statistics, and miscellaneous social and economic data of potential interest to readers of financial documents. The data also includes ten-year revenue and expenditure data.

- The **Compliance Section** which includes the Measure T Agreed Upon Procedures Audit, the Measure N Agreed Upon Procedures Audit, and Bond Disclosure Requirements. The citizens of the City of Visalia, in 2004, passed a sales tax ballot measure for public safety operations and in 2016, passed a sales tax ballot measure for essential City services. An annual compliance audit was required as part of the measures and is included in this document.

CITY PROFILE

Basic Information

Visalia is located in the central San Joaquin Valley in California, approximately 185 miles north of Los Angeles and 220 miles south of San Francisco. Visalia is the county seat and principal trading center for Tulare County, which is currently one of the most productive agricultural counties in the United States. Currently, the City has a land area of approximately 38 square miles with an estimated population of 139,254 as of May 2021, making it the 43rd largest city in California (*Department of Finance, State of California)*.

The City was founded in 1852, incorporated in 1874, and became a charter city in 1923. The charter was amended in 1974 and the City operates under a Council-Manager form of government. The City Council is comprised of five members who are elected to alternating four-year terms staggered every two years. Beginning in November 2016, the Council elections moved from at-large elections to district-based elections. The Council selects two of its members to serve as Mayor and Vice Mayor for a two-year term. City Council is responsible for making policy, passing ordinances, adopting the budget, appointing committees, and hiring the City Manager and the City Attorney. The City Manager is responsible for carrying out the ordinances and polices of the City Council, overseeing operations, and appointing, with Council approval, the City's department heads.

Types of Services

The City provides a full range of municipal services including those required by statute or charter. These services include Police, Fire, Planning, Building Safety, Successor Agencies to Redevelopment, Housing and

Economic Development, Wastewater Treatment and Collection, Storm Water Collection, Ground Water Recharge, Solid Waste, Streets, Parks, Traffic Safety, Transit, Airport, Recreation, Convention Center, Senior Center, Baseball Park, and General Administrative Services.

BUDGET

The City Council is required to adopt a budget by no later than the close of the prior fiscal year. This budget is prepared on a two-year basis and serves as the foundation for the City's fiscal planning and financial control. The budget is organized by departments (e.g., Community Development), by funds (e.g., Transportation), and by divisions (e.g., Planning). The City Manager may transfer appropriations within a fund, provided that the total appropriation is not increased.

The City's Capital Budget is considered as part of the City's Five-Year Capital Improvement Plan. The capital expenditures approved are the two years adopted in the budget.

ECONOMIC CONDITION

Surprisingly, fiscal year 2020-21 saw significant growth in all revenue categories for Visalia despite the restrictions and impact on the economy from the continuation of the COVID-19 pandemic. We can only surmise that the record breaking stimulus packages issued by the Federal and State government combined with the gradual reopening in the early part of 2021 from the historic lockdowns, contributed to this growth. Nationally, for June 2021, Gross Domestic Product (GDP) came in at 6.7% reflecting the continued economic recovery, reopening of establishments, and continued government stimulus support. GDP refers to a country's economic growth rate. A 2-3% GDP is generally considered a healthy GDP. The national unemployment rate as of June 2021 was at 5.9%, a very good improvement compared to the 14.7% we saw in April 2020. The Federal Reserve likes to see a natural unemployment rate of 4%.

Fiscal year 2020-21 ended the year with an overall increase of $7.6 million in the total economic-sensitive revenue category for the General Fund as shown in Table 1 – Economic Sensitive Revenues.

Table 1 - Economic Sensitive Revenues
(as shown in the Financial Statements)

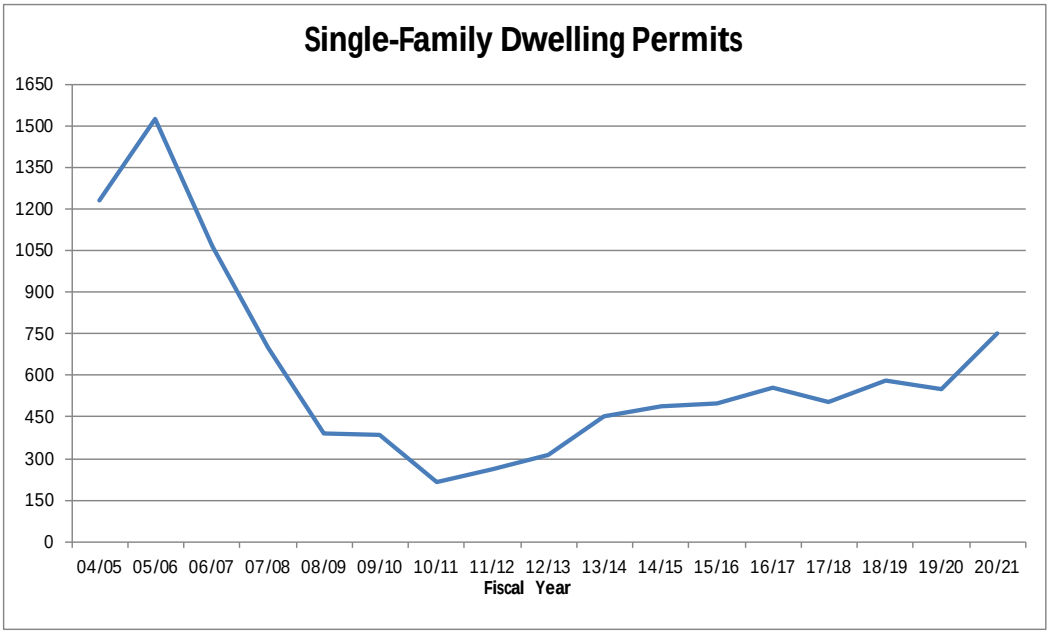
Description	FY 19/20	FY 20/21	Increase Over Prior Year	% Increase
Sales Tax	$ 34,213,847	$ 38,986,517	$ 4,772,670	14%
Property Tax	26,281,706	27,884,766	1,603,060	6%
Transient Occupancy Tax	2,727,385	3,323,538	596,153	22%
Franchise Fees	2,669,467	2,795,357	125,890	5%
Business License	2,538,135	3,088,633	550,498	22%
Total	**$ 68,430,540**	**$ 76,078,811**	**$ 7,648,271**	**11%**

Sales Tax grew at 14% for fiscal year 2020-21, partially due to the Federal stimulus money issued which allowed consumers to continue to spend as well as the reopening of establishments. The main areas of the growth in Sales Tax for Visalia were in General Retail (department stores, apparel stores) which grew $1.5 million; Business to Business (office equipment, industry) which grew $1.4 million; and Transportation (auto sales, service stations) which grew $.8 million. Property Tax maintained its growth trend increasing 6% as existing houses sales, new development, and property values increased in Visalia. The ending of the shelter in place and reopening of things in California really was evident in Transient Occupancy Tax (TOT) revenue as fiscal year 2020-21 had an increase of 22% as compared to last year. Fiscal year 2019-20 had a large decrease in revenue due to the COVID-19 travel restrictions and historic shutdowns imposed by the State of California. If fiscal year 2019-20 would have had normal growth levels, this year's growth in TOT would be an estimated 5%. Franchise Fee revenue had an increase of 5% in fiscal year 2020-21 mainly due to increases in gas and electric revenue. Business License revenue increased 22% as compared to last fiscal year as several businesses remitted current and prior year delinquencies in order to bring their accounts current in fiscal year 2020-21. Businesses had to have a current business license which meant delinquencies had to be paid in order to qualify for various COVID-19 relief programs.

Visalia has 12,505 licensed businesses operating in the City, an increase of 190 as compared to last year. These businesses include private manufacturing, technology research, retail and service businesses, educational services, healthcare and social assistance, consulting, arts and entertainment, hospitality services, along with non-profit institutions.

Construction activity in the City increased 13% (based on number of all permits issued) in fiscal year 2020-21. The total valuation for all permits issued was $473 million, a 39% increase from the prior year as the City added 1.9 million square feet of new commercial property and 3.6 million square feet of space overall. In terms of single-family dwelling permits, fiscal year 2020-21 had an increase in construction activity compared to the prior year as can be seen in Table 2 – New Single-Family Dwelling Permits Comparison. The new single-family dwelling permits issued were up from the prior year by 36%. The construction value for 749 new single-family dwelling permits came in at $197 million, which was up 40% from the prior year valuation level.

Table 2 – New Single-Family Dwelling Permits Comparison



Overall, this construction activity drives the revenue collection in several categories and is an indicator of future activity for several other categories, such as property taxes, impact fees, and storm and sanitary sewer system fees.

DEVELOPMENT

The City of Visalia continued to see steady growth industrially, commercially, and in other developments throughout the community in fiscal year 2020-21.

Industrial Park Highlights

Caprock Partners has completed a 1.3 million square foot building at Plaza Drive and Riggin Avenue adjacent to the UPS building. The facility is the largest in the Industrial Park and now houses an Amazon Warehouse Distribution Center.

Caprock Partners will soon be constructing its second Visalia facility. The 1.1 million square foot building will be located just north of the newly constructed Amazon building near Plaza Drive and Riggin Avenue.

Seefried Industrial Properties will be constructing a facility that will house an Ace Hardware Distribution Center. The facility will be over 1 million square feet and be located at the southwest corner of Plaza Drive and Ferguson Avenue.

YS Holdings Inc. LLC will be constructing a 300,000 square foot building along Riggin Avenue and the future Clancy Street east of their two other existing facilities.

A new master planned site is being proposed just east of the Amazon facility north of Riggin Avenue. The 280 acre site will feature a mix of different sized buildings, both industrial and light industrial zoned, along with several potential fast food options and a gas station.
Other projects in the Industrial Park include:

- Sorma USA has purchased the former Josten's building.
- MWI is expanding in their existing building now that co-tenant Mor Furniture has relocated.
- Refrigeration Supplies Distributor is currently constructing a 56,000 square foot expansion to their current facility.

Business Research Park

The Business Research Park is in northwest Visalia adjacent to the Industrial Park and continues to add amenities.

Kaweah Delta Healthcare will be constructing a new health clinic just south of Goshen Avenue along Plaza Drive.

Mooney Boulevard

A new retailer will be coming to Visalia. US Foods Chef Store will be moving into the former Best Buy building east of Mooney Boulevard. Chef Store serves both professional chefs and home chefs alike offering great food at wholesale prices as well as equipment and supplies.

Raising Cane's is now open at the corner of Caldwell Avenue and Mooney Boulevard near the Sequoia Mall.

LL Flooring Lumber Liquidators is moving into the former DSW space at Caldwell Avenue and Mooney Boulevard next to Staples. Lumber Liquidators offers a variety of flooring options including hardwood flooring, laminate flooring, vinyl plank flooring, and tile flooring.

Permits for a new Texas Roadhouse are currently pending. Texas Roadhouse is an American steakhouse that specializes in steaks in a Texan and Southwestern cuisine style. Texas Roadhouse plans to occupy a space in the new proposed shopping center located south of Visalia Parkway and west of Mooney Boulevard.

A United Health Center site is looking to locate in the former Cost Plus Market space located east of Mooney Boulevard near Outback Steakhouse. United Health Center facilities strive to improve the health and quality of life for the communities that they serve.

An established retail developer has recently acquired the former Cask-N-Cleaver restaurant site and plans to redevelop the site for a new restaurant user. This building is at the corner of Caldwell Avenue and Mooney Boulevard near Dicks Sporting Goods.

Downtown Developments

Historic Downtown:
Family Healthcare Network is constructing a new two-story, 23,500 square foot facility at the corner of Bridge Street and School Avenue. Family Healthcare Network provides high quality health care to all with dignity and respect regardless of a persons ability to pay.

Soccer City will soon be starting construction at the former Johnson Pipe Supply building located at Goshen Avenue and Johnson Street. The indoor soccer facility will also feature a new Visalia Microbrewery and will be a welcome new entertainment venue for downtown Visalia.

Lake Bottom Brewery and Distillery is now open at 105 East Main Street. The restaurant offers local made craft beer, cocktails, and fine food.

North Visalia
Phase 1 of the Orchard Walk West located at North Dinuba Boulevard and Riggin Avenue has partially been completed with the opening of Visalia's second In-N-Out Burger location. Phase 2 of the project has been submitted and looks to have 34,000 square feet of new retail space, a gas station and convenience store, and an additional drive thru restaurant.

Plans have been submitted for the remainder of the Country Club Shopping Center located at Demaree Street and Goshen Avenue next to the Walmart Neighborhood Market. The new center will feature eight new retail pads including a new anchor space.

ONGOING CAPITAL PROJECTS
The City's Capital Improvement Program has a number of significant projects currently underway that will continue into fiscal year 2022 and beyond.

Caldwell Improvements - Akers to Shady Street

- The $9 million project will widen Caldwell Avenue between Akers Street and Shady Street creating new transit pullouts and enhancing traffic flow.

Downtown Street Light Project

- The $6.8 million project will replace the downtown street light system to meet current standards as the existing street light system was installed in the 1930's.

Fire Station 56 Relocation

- This project will construct a new Fire Station 56 north of the current temporary station located at Lovers Lane and Walnut Avenue. Current station is leased from CAL FIRE through an agreement that will expire December 2023 and will not renewed by CAL FIRE.

Santa Fe/Tulare Avenue Roundabout

- The $4.2 million project to construct a new roundabout at the intersection of Santa Fe Street and Tulare Avenue was recently completed in fiscal year 2022. This project enhances the traffic flow and corrects the geometric offset of 35' that existed at the intersection.

Aircraft Hangars Project

- The $4.5 million project to construct new aircraft hangars and T-hangars was recently completed in fiscal year 2022. This project meets the airports growing demands and will increase revenues in hangar leases

FINANCIAL CONDITION

Fiscal year 2020-21 ended with strong growth in the main General Fund revenue categories of Sales Tax, Property Tax, and Other Taxes, which consists of Transient Occupancy Tax and Franchise Fee revenue. The COVID-19 pandemic continued to affect the economy across the state and nation for most of the fiscal year, however, with continued stimulus support from the Federal and State government and the gradual reopening from the historic lockdowns, consumers continued to spend the extra funds available to them and returned to a fraction of their normal life with travel, retail, and restaurant patronage. For most of the fiscal year, staffing levels were reduced where needed and staff continued to monitor expenses. With careful management, the City was able to continue to provide limited service enhancements, infrastructure improvements, and increases in employee compensation. As shown in Table 3 – General Fund Statement of Revenues & Expenditures, the General Fund ended the year with a change in fund balance and surplus of $13.02 million. The City received Coronavirus Relief Funds (CARES Act) of $1.7 million which helped offset expenses and contributed to the General Fund surplus. The large surplus is also due to vacancies throughout the City, especially in Public Safety, where a large number of vacancies for fiscal year 2020-21 were actively being recruited for.

Table 3 – General Fund Statement of Revenues & Expenditures
(in millions)

	General Fund FY 20/21	Emergency Reserve FY 20/21	Total FY 20/21
Revenues	$ 84.20	$ 0.06	$ 84.26
Expenditures	$ 67.26	$ -	$ 67.26
Over/(Under) Expenditures	$ 16.94	$ 0.06	$ 17.00
Other Financing Sources (Uses)	$ (3.92)	$ -	$ (3.92)
Net Change in Fund Balance	$ 13.02	$ 0.06	$ 13.08
Surplus	$ 13.02	$ 0.06	$ 13.08
Transfer surplus to Emergency Reserve Fund*	$ (0.39)		$ (0.39)
Transfer surplus to Civic Center Fund*	$ (12.24)		$ (12.24)

*Note - Per the March 19, 2018 Emergency Reserve Policy, all surpluses will be deposited into the General Fund Emergency Reserve until it reaches 25% of operating expenditures. Any remaining surplus is to be transferred into the Civic Center Fund.

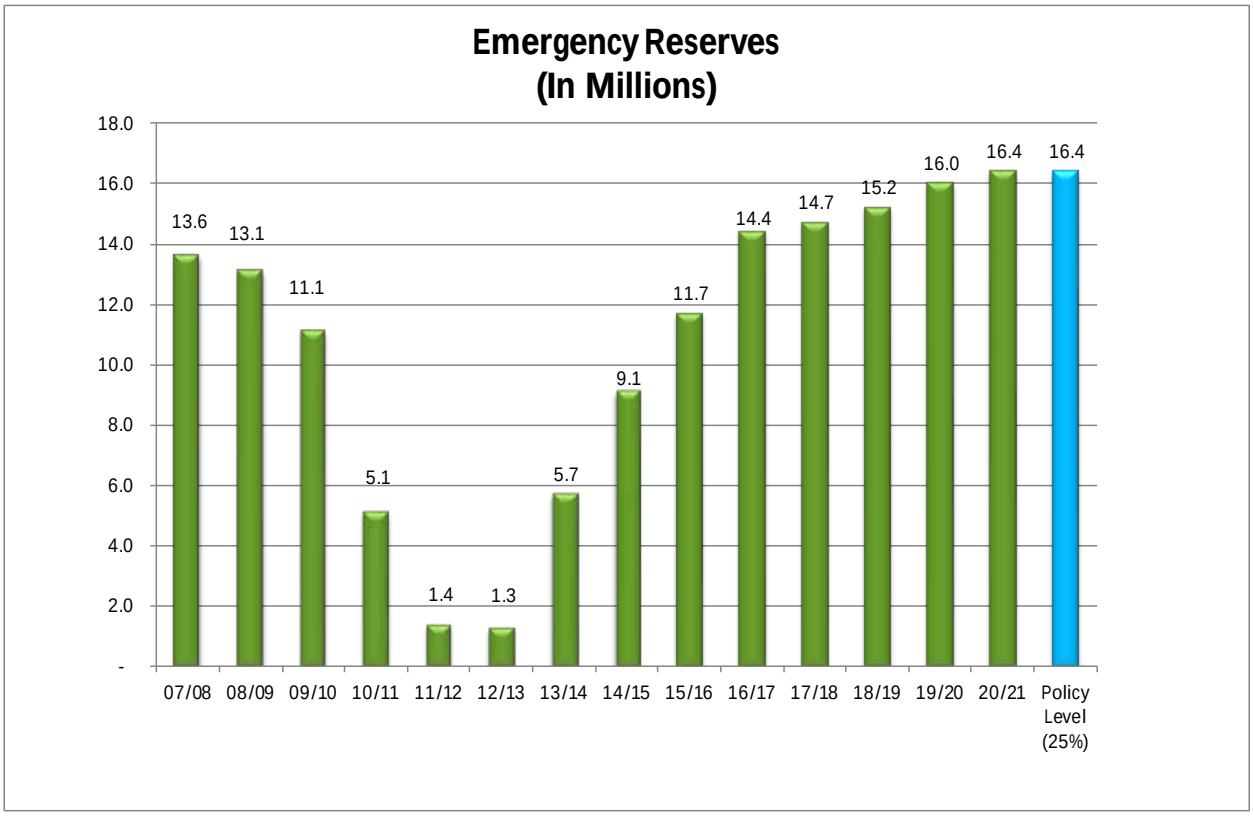
This is the eighth consecutive year that the General Fund has ended the year with a surplus. However, history has shown that the balance between revenues and expenditures in the General Fund can be volatile from year to year. The City must continue to monitor increasing operating costs (i.e. rising pension costs, health, technology), the economy for a possible downturn (recession) due to the ending of COVID-19 stimulus packages and rising inflation, and continue to seek new opportunities to increase tax base revenues to maintain fiscal sustainability.

In June 2020, the City Council adopted a balanced biennial budget for fiscal years 2020-2021 and 2021-2022. The biennial budget focused on the following goals:

- Maintain quality of life for Citizens;
- Maintain financial stability by continuing to be conservative with revenues and expenditures;
- Continue to improve infrastructure and replace capital;
- Enhance City services by efficiently adding staff, programs, and technology; and
- Facilitate and promote economic development.

Both fiscal years budgets projected a deficit for the General Fund due to the uncertainty of the COVID-19 pandemic. However, any surplus that may occur will be transferred to the Emergency Reserve which will be consistent with the City Council's goal of maintaining the Emergency Reserve balance at 25% of General Fund operating expenditures. Table 4 - General Fund Emergency Reserves shows the usage of the reserves during the great recession and the efforts to replenish and maintain the reserves.

Table 4 – General Fund Emergency Reserves



The City has met City Council's goal of funding the Emergency Reserves with a balance of 25% of General Fund operating expenditures for fiscal year 2020-21. For this fiscal year, interest earnings of $61,074 plus a transfer from the General Fund's surplus of $392,894 was needed to continue to meet Council's 25% Emergency Reserve Policy. This is the fifth year in a row that this policy has been met.

MEASURE N

Fiscal year 2020-21 was the fourth full year of operation of Measure N, the City of Visalia's half-cent Essential City Services Measure which provides additional funding for public safety, maintenance for streets, parks, trail ways, and City facilities. Sales Tax proceeds received for the year totaled $16.9 million; $5.3 million more than budgeted for the year. As of June 30, 2021, Measure N had enabled the City to fund 23 police officers, 2 community service officers, 2 police technicians, 1 police records specialist, 1 information technology analyst, 1 urban forest employee, 2 park maintenance employees, 1 recreation coordinator, 1 Battalion Chief, 1 Fire Captain, 1 EMS coordinator, and 3 paramedics. Major purchases in this fiscal year include roof replacements at the Airport, Anthony Center, and Fairview Center; the purchase of land for Fire Station 56; and 1 EMS vehicle. In addition, the City was also able to complete $2.4 million in road rehabilitation due to Measure N funding.

BOND RATING

The City's current general obligation credit ratings are A+ from Standard & Poor's ("S&P"). The ratings continue to reflect the diversity of the local economy anchored by a strong business presence, sound financial management and prudent budgetary practices.

AWARDS

The Government Finance Officers Association ("GFOA") awarded its Certificate of Achievement for Excellence in Financial Reporting to the City for its ACFR for the fiscal year ended June 30, 2020. To qualify for the Certificate of Achievement, the governmental entity must publish an easily readable and efficiently organized ACFR, the contents of which conform to program standards. Such report must satisfy accounting principles generally accepted in the United States of America, as well as all applicable legal requirements.

The Certificate of Achievement is valid for only one year. The City believes this ACFR continues to conform to the Certificate of Achievement Program requirements and will be submitting it to GFOA for consideration of the annual award.

ACKNOWLEDGMENTS

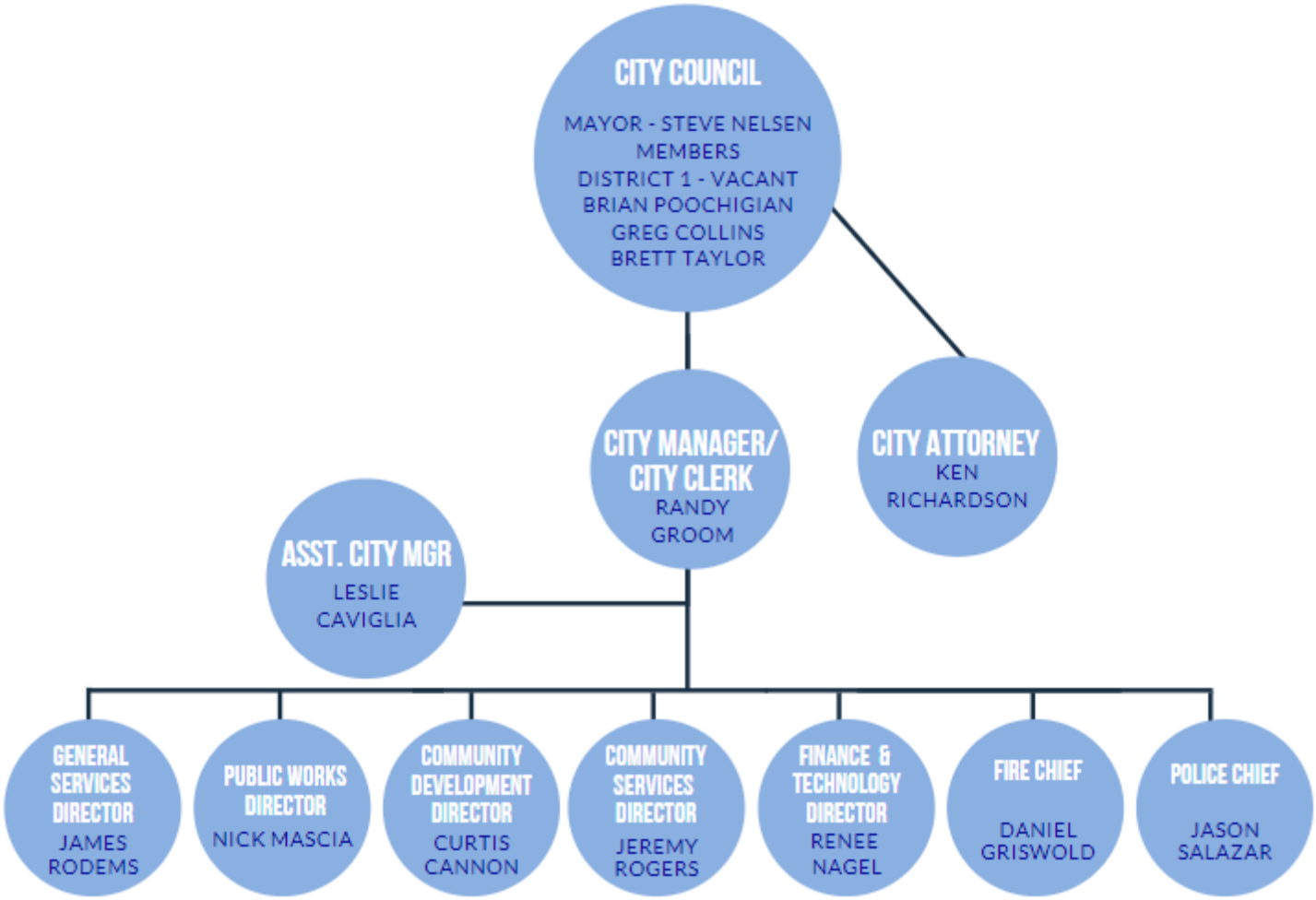
The preparation of this ACFR represents a team effort by the entire staff of the Finance Department. Sincere appreciation goes to Finance Manager Jason Montgomery and Financial Analyst Kari Williams. They demonstrated personal determination and dedicated many long days of focused attention to produce this document. The City also recognizes the contributions and positive working relationship with The Pun Group, LLP.

Finally, we wish to express our sincere appreciation to the Mayor and City Council for providing policy direction and a firm foundation of support for the pursuit of excellence in all realms of professional endeavors, especially their role in guiding the City to a secure financial condition that assures resources are available to provide core services to the community.

Respectfully submitted,

Leslie B. Caviglia
City Manager

Renee Nagel
Finance Director



As of June 30, 2021

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Visalia
California

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2020

Christopher P. Morrill

Executive Director/CEO

Financial Section

THE PUN GROUP
ACCOUNTANTS & ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and the Members of the City Council
of the City of Visalia
Visalia, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major funds, and the aggregate remaining fund information of the City of Visalia, California (the "City") as of and for the year ended June 30, 2021, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major funds, and the aggregate remaining fund information of the City, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

200 E. Sandpointe Ave., Suite 600, Santa Ana, California 92707
Tel: 949-777-8800 • Fax: 949-777-8850
www.pungroup.cpa

Emphasis of Matter

Implementation of GASB 84

As discussed in Note 1N to the basic financial statements, the City implemented Governmental Accounting Standards Board ("GASB") Statement No. 84, *Fiduciary Activities*. The adoption of the standard resulted in the custodial funds reporting beginning fiduciary net position in the amount of $291,716. Our opinion is not modified with respect to this matter.

Prior Period Adjustments

As discussed in Note 14 to the basic financial statements, certain amounts were restated due to improper reporting of deferred inflow of resources of $12,697,529 and $8,276,601 in the Housing and Community Grants and Housing Successor Agency Special Revenue Funds, respectively. A restatement has been recorded to the Governmental Activities of $1,725,691 for an overstatement of capital assets due to the improper allocation of capital improvements in the prior years. Our opinions are not modified with respect to these matters.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedules, the Schedules of Changes in the Net Pension Liabilities and Related Ratios, the Schedules of Contributions – Pensions, the Schedule of Changes in Net Other Postemployment Benefits liabilities and Related Ratios, and the Schedule of Contributions – Other Postemployment Benefits on pages 3 to 21 and 97 to 105 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, the Combining and Individual Nonmajor Fund Financial Statements, and the Statistical Section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining and Individual Nonmajor Fund Financial Statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Nonmajor Fund Financial Statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory and the Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 29, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The Pun Group, LLP

Santa Ana, California
December 29, 2021

CITY OF VISALIA
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
FISCAL YEAR ENDING JUNE 30, 2021

The Governmental Accounting Standards Board (GASB) Statement No. 34 Government-wide statements present a combined picture of the City of Visalia (the City) on a full accrual basis of accounting, where all debt and assets are included in the presentation. Conversely, the Fund level statements present a picture that is based on a modified accrual basis of accounting, where long-term assets and debt are excluded. Thus, Government-wide and Fund level presentations produce different results based on the type of accounting basis used. Please read this document in conjunction with the accompanying Transmittal Letter and the Basic Financial Statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's Basic Financial Statements which have three components:

1. Government–wide financial statements
2. Fund financial statements
3. Notes to the financial statements

This Annual Comprehensive Financial Report also contains Supplemental Information which includes combining statements for Non-major Governmental, Internal Service and Fiduciary Funds, Measure T Agreed Upon Procedures Audit, Measure N Agreed Upon Procedures Audit, Bond Disclosure Requirements, as well as a Statistical Section.

Government-wide Financial Statements

The Government-wide Financial Statements are designed to provide a broad overview of all of the City's finances taken as a whole, using a long-term view, in a manner similar to private-sector businesses.

The **Statement of Net Position** presents financial information on all the City's assets, including capital assets and liabilities, and long-term debt, with the difference between the two reported as net position. The full accrual basis of accounting is used, thus the flow of all economic resources are measured.

The **Statement of Activities** presents financial information reporting how the City's net position changed during the fiscal year by listing the revenues and expenses of each of the City's major activities. The full accrual basis of accounting is also used, thereby all changes to net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in a future fiscal period.

All of the City's activities are grouped into either Governmental Activities (those functions that are principally supported by taxes or by specific governmental program revenues such as developer fees) or into Business-type Activities (whose services are supported by charges paid by direct users of the service such as Solid Waste collection). All of the amounts in both of the Statement of Net Position and the Statement of Activities are segregated into Governmental Activities and Business-type Activities to provide a summary of these City activities. The City's **Governmental Activities** include general government, community development, police, fire, public works, housing & community grants and community services. The City's **Business-type Activities** include the convention center, airport, water reclamation facility, storm sewer maintenance, solid waste, transit, building safety, animal control, and baseball.

The City's Government-wide Financial Statements include not only the City itself (referred to as the primary government) but also the Visalia Public Finance Authority, which is financially accountable to the City and is blended into these financial statements.

Fund Financial Statements

The fund financial statements are designed to report information about related accounts that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the City's funds are divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

The Fund Financial Statements provide detailed information about each of the City's most significant funds called Major Funds which include the General Fund, Measure N Fund, Housing & Community Grants Fund, Housing Successor Agency Fund and the American Rescue Plan Fund (detail on page 27). Major funds account for the major financial activities of the City and are presented individually, while the activities of the Non-major funds are presented in summary as Other Governmental Funds. Non-major funds include Special Revenue Funds such as Measure T, Measure R and Transportation Grants; Debt Service Funds such as VPFA 2014 Refunding COP and 2015 COP; and Capital Projects Funds such as Government Facilities Impact Fee, Facility Improvements and the Civic Center Fund (detail on pages 114-137). Subordinate schedules of the Non-major funds present detailed financial information for the City's smaller funds.

Governmental Funds: Governmental funds are prepared on the modified accrual basis of accounting, which means they measure only current financial resources and uses. This basis focuses on (1) how cash and other financial assets can be readily converted to available resources and (2) the balances left at year-end that are available for spending. Capital assets and other long-lived assets along with long-term liabilities are not presented in the Governmental Fund Financial Statements. Such information may be useful in determining what financial resources are available in the near future to finance the City's programs.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with the similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City follows Governmental Accounting Standards Board (GASB) Statement No. 54. In the Fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned. Each of these components of fund balance is classified based primarily on the extent to which the City is bound to honor constraints on how specific amounts can be spent.

1. Nonspendable Fund Balance – amounts that are inherently nonspendable such as long-term receivables.

2. Restricted Fund Balance – amounts that have externally enforceable limitations on use that are either imposed by law or constrained by grantors, contributors, or laws and regulations of other governments.

3. Committed Fund Balance – amounts that can only be used for specific purposes determined by resolution of the City's highest level of decision-making authority, the City Council. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through a resolution. The resolution must occur prior to the end of the reporting period; however, the amount can be determined subsequently.

4. Assigned Fund Balance - amounts that are constrained by the City's *intent* to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. The intent can be expressed by the City Council itself or by an official to which the governing body has delegated the authority.

5. Unassigned Fund Balance - the residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories. This amount is reported only in the General Fund except in cases of negative fund balance. Negative fund balances in other governmental funds are reported as Unassigned Fund Balance.

The City Council establishes, modifies or rescinds fund balance commitments by passage of an ordinance or resolution. This is done through the adoption of the budget and subsequent budget amendments that occur throughout the year. Assignments may be established and modified by the City Council, City Manager, or Finance Director.

The accounting policies of the City consider restricted fund balance to have been spent first when expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

This Fund Balance policy was established by the City Council on June 20, 2011.

Proprietary Funds: Proprietary funds are generally used to account for services for which the City charges customers – either citizens (e.g., Enterprise funds) or departments of the City (e.g., Internal Service funds). Proprietary funds provide the same type of information as shown in the government-wide financial statements only in more detail. Proprietary funds are prepared on the full accrual basis of accounting and include all of their assets and liabilities, current and long-term.

- **Enterprise Funds** are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the Water Reclamation Facility, Storm Sewer Maintenance, Solid Waste, and Transit which are considered to be major funds of the City and Convention Center, Airport, Building Safety, Animal Control, and Baseball which are considered to be non-major Funds of the City.

- **Internal Service Funds** are used to report activities that provide certain supplies and services only to City programs and activities. The internal service funds are combined into a single, aggregated total presented in the Fund Level proprietary fund financial statements. Subordinate Internal Service fund schedules that provide individual fund financial data in the form of combining statements are also contained in this report. Internal service's revenues are eliminated in the City-wide financial statements and any related profits or losses are returned to the activities which created them. Because these services predominantly benefit governmental rather than business-type functions, the residual net position of these funds has been included within governmental activities in the government-wide financial statements. The City uses internal service funds to account for Fleet Services, Vehicle Replacement, Information Services, Risk Management, Health Benefits, Compensated Absences and Building Maintenance.

Fiduciary Funds: Fiduciary funds are used to account for resources held for the benefit of parties outside the City. The City's fiduciary activities are reported in the Statement of Fiduciary Net Position included in the Basic Financial Statements. For the City of Visalia, seven fiduciary funds are maintained: the Property and Business Improvement District #5 (for Downtown Visalians & Alliance), the Village West Improvement District, the Orchard Walk

Underground Utilities District, the Atwood Assessment District, the Laura Assessment District, Visalia Tourism & Marketing District, and the Visalia Redevelopment Successor Agency.

Notes to the Financial Statements

The notes to the financial statements provide additional financial information that is essential for a full understanding of the data provided in the Government-wide and Fund Financial Statements.

FINANCIAL HIGHLIGHTS

Visalia's population increased to 139,254 an increase of 0.4% this past fiscal year. The California Consumer Price Index for All Urban Consumers for the same period increased by 1.67%. The major factors driving the City's financial results this fiscal year are the following:

- Increased Sales Tax Revenues of $10.6 million, up 18% from last year which includes growth in general sales tax of $4.8 (14%) million in the General Fund, an increase of $3.0 (22%) million in Measure N and an increase in Measure T sales tax of $1.5 (21%) million. Measure R sales tax revenues had an increase of $1.3 (25%) million as funding for projects in those funds were received.

- Increased property taxes, up 6% from last year.

- Vacancies in the General Fund of $2.3 million as compared to the budget.

- Increased in government wide Charges for Services, up 3% from last year with the majority of the increases in impact fee revenue from residential, industrial, and commercial fees.

GOVERNMENT-WIDE FINANCIAL ANALYSIS
(FINANCIAL ACTIVITIES OF THE CITY AS A WHOLE)

Government-wide Statements

Table 1, Government-wide City Totals, summarizes the Government-wide financial activity for this past year.

Table 1
Government-wide City Totals
(in millions)

	FY 20-21	FY 19-20	Increase (Decrease)	
			$	%
Assets	$ 1,210.1	$ 1,128.6	$ 81.5	7%
Deferred Outflows of Resources	25.3	27.0	(1.7)	-6%
Liabilities	297.3	284.1	13.2	5%
Deferred Inflows of Resources	3.5	6.0	(2.5)	-42%
Net Position	934.6	865.5	69.1	8%
Revenues	244.3	234.2	10.1	4%
Expenses	173.5	182.8	(9.3)	-5%

- The City's Total Assets increased by $81.5 million (7%) during the current fiscal year mainly due to increases in cash and investments of $72.0 million, accounts receivable of $3.3 million, and taxes receivable of $3.1 million. Decreases in Total Assets included, notes and loans receivable of $1.2 million, and due from other governmental units of $4.0 million. The increase in capital asset changes of $8.2 million include additions, deletions, and depreciation comprised of increases of $4.9 million in vehicles and equipment, $11.6 million in infrastructure, and $1.0 million in construction in progress as well as decreases of $0.4 million in land, $2.5 million in buildings and $6.4 million in improvements.

- The City's Deferred Outflows of Resources decreased by $1.7 million (6%) due to annual adjustments for GASB 68 recording of deferred pensions.

- The City's Liabilities increased by $13.2 million (5%) during the current fiscal year. This was mainly due to increases in unearned revenue of $15.4 million of which $14.7 million are American Rescue Plan funds received in FY 20-21, net pension liability of $5.1 million, and self-Insurance claims of $1.6 million in combination with decreases for scheduled debt service payments of $4.3 million, liability for payables of $3.0 million, and advances from Grantors and third parties of $1.3 million.

- The City's Deferred Inflows of Resources decreased by $2.5 million due to annual adjustments by CalPERS for GASB 68 recording of deferred pensions.

- The City's Total Net Position (assets and deferred outflows of resources exceeding its liabilities and deferred inflows of resources) were $934.6 million as of June 30, 2021.

- The City's Total Revenues, including program and general revenues, were $244.3 million for fiscal year 2020-21, an increase of $10.1 million (4%) from last year, while total City expenses were $173.5 million, a decrease of $9.3 million (5%) from last year. The revenue increase is due to a combination of increases in tax revenue of $13.5 million, grants and contributions of $5.1 million, and charges for services of $0.1 million in combination with decreases for investment earnings of $7.0 million (mainly due to a decrease in the fair market value of the investments held at June 30, 2021), miscellaneous revenue of $1.1 million and transfers of $0.5 million.

- Revenues can be divided between Program Revenues related to work activities and General or Tax Revenues. For fiscal year 2020-21, Program Revenues were $131.4 million (revenues derived from specific activities) and General Revenues (e.g., taxes and investment earnings) were $112.9 million. These same revenues can be classified as either Governmental activity revenues or Business-type activity revenues. For fiscal year 2020-21, Governmental activity revenues and Business-type activity revenues were $150.5 million (61.6%) and $93.8 million (38.4%), respectively.

- Expenses for governmental activities and for business-type activities were $100.4 million (a 7.5% decrease from last year) and $73.1 million (a 1.5% decrease from last year), respectively.

Analysis of Governmental Net Position

The City's governmental assets are shown in Table 2, Governmental Net Position. These assets exceeded its liabilities by $517.5 million. The largest portion of the net position, $360.7 million (69.7%), is Net Investment in Capital Assets (net of debt to acquire those assets). The remaining portions of the City's net position are: $130.7 million (25.2%) represents resources that are subject to restrictions and the remaining $26.2 million (5.1%) being unrestricted.

Table 2
Governmental Net Position
(in millions)

	FY 20-21	FY 19-20	Increase (Decrease) $	Increase (Decrease) %
Assets				
Cash and Investments	$ 230.9	$ 172.8	$ 58.1	34%
Current and Other Assets	69.0	65.0	4.0	6%
Adv. To Other Funds & Internal Balances	3.0	2.5	0.5	20%
Capital Assets, Net of Accum. Deprec.	351.2	346.2	5.0	1%
Total Assets	654.1	586.5	67.6	12%
Deferred Outflows of Resources				
Deferred Pensions	20.9	22.3	(1.4)	-6%
Total Deferred Outflows of Resources	20.9	22.3	(1.4)	-6%
Liabilities				
Other Liabilities	31.9	15.5	16.4	106%
Long-Term Obligations	122.6	119.2	3.4	3%
Total Liabilities	154.5	134.7	19.8	15%
Deferred Inflows of Resources				
Deferred Pensions	3.0	4.9	(1.9)	-39%
Total Deferred Inflows of Resources	3.0	4.9	(1.9)	-39%
Net Position				
Net Investment in Capital Assets	360.6	335.9	24.7	7%
Restricted	130.7	94.9	35.8	38%
Unrestricted	26.2	38.4	(12.2)	-32%
Total Net Position	$ 517.5	$ 469.2	$ 48.3	10%

- *Cash and Investments* of $230.9 million increased $58.1 million from last year mainly due to an increase in tax and grant revenues, receipt of American Rescue Plan funds, and revenues exceeding expenses for the year.

- *Capital Assets, Net of Accumulated Depreciation* totaling $351.2 million are categorized in Table 8, Capital Assets, Net of Accumulated Depreciation.

- *Long-Term Obligations* totaling $122.6 million is comprised of Net Pension Liability, Certificates of Participation, government loans, and compensated absences. There were $0.9 million in long term debt payments made by the City during the year. Net pension liability adjustments increased by $3.9 million. See the accompanying *Notes to Basic Financial Statements, Note 7 – Long-Term Debt* and *Note 10 – Employee Benefits* for further detail.

- *Net Position–Net Investment in Capital Assets* of $360.6 million represents the City's capital assets less accumulated depreciation and any debt used to finance its construction or purchase.

- *Restricted Net Position* of $130.7 million is primarily found in Capital Projects funds which have been restricted for related capital projects.

- *Unrestricted Net Position* of $26.2 million is the remaining part of the assets. Of this amount, $53.1 million is the General Fund's net position. Of the General Fund's portion, all but $5.4 million is either nonspendable ($3.5 million), committed ($16.6 million) or assigned as budgeted projects ($27.6 million). Additional information on the General Fund's Fund Balance can be found in the Statistical Section (pages 164-165)

Analysis of Changes in Governmental Net Position

Governmental activities are summarized on Table 3, Changes in Governmental Net Position, showing that during fiscal year 2020-21 the City's net position increased by $50.1 million.

Table 3
Changes in Governmental Net Position
(in millions)

	FY 20-21	FY 19-20	Increase (Decrease)	
			$	%
REVENUES				
Program Revenues:				
Charges for Services	$ 25.9	$ 25.2	$ 0.7	3%
Operating Grants & Contributions	6.1	5.1	1.0	20%
Capital Grants & Contributions	12.1	11.8	0.3	3%
General Revenues:				
Taxes				
Sales	70.9	60.3	10.6	18%
Property	27.9	26.3	1.6	6%
Other	9.3	8.0	1.3	16%
Investment Earnings	1.3	4.6	(3.3)	-72%
Miscellaneous	1.0	1.4	(0.4)	-29%
Total Revenues	154.5	142.7	11.8	8%
EXPENSES				
General Government	6.9	7.4	(0.5)	-7%
Community Development	2.7	2.5	0.2	8%
Housing & Community Grants	2.8	1.7	1.1	65%
Police	44.4	45.0	(0.6)	-1%
Fire	19.7	19.0	0.7	4%
Public Works	12.2	20.4	(8.2)	-40%
Community Services	11.3	12.1	(0.8)	-7%
Interest on Long-Term Debt	0.4	0.5	(0.1)	-20%
Total Expenses	100.4	108.6	(8.2)	-8%
Increase (Decrease) in Net Position Before Transfers	54.1	34.1	20.0	59%
Transfers	(4.0)	(4.5)	(0.5)	-11%
Total Transfers	(4.0)	(4.5)	(0.5)	-11%
Increase (Decrease) in Net Position	50.1	29.6	20.5	69%
Net Position at Beg. of Year, as Restated	467.4	437.8	29.6	7%
Net Position at End of Year	$ 517.5	$ 467.4	$ 50.1	11%

Total revenues of $154.5 million, increased by $11.8 million (8%) and total governmental expenses of $100.4 million, decreased by $8.2 million (8%) when compared to last year. The most significant revenue changes were the increases in sales taxes of $10.6 million (18%), property tax of $1.6 million (6%), operating grants & contributions of $1.0 million, charges for services of $0.7 million and a decrease in investment earnings of $3.3 million due to a decrease in the fair market value of the investments held at June 30, 2021. Expenditures had decreases seen in General Government of $0.5 million (7%), Police of $0.6 million (1%) (Measure N, and GASB68 pension adjustments), Public Works of $8.2 million (40%) (capital related projects and activity) and Community Services of $0.8 million (7%) with increases in Community Development of $0.2 million (8%), Housing & Community Grants of $1.1 million (65%), and Fire of $0.7 million (4%).

PROGRAM REVENUES

Charges for Services

These charges increased $0.7 million or 3% as compared to the prior year. The increase was mainly due to increased impact fee revenue for residential, industrial and commercial fees.

Grants (Operating & Capital) & Contributions

The combined income from operating and capital grants and contributions increased this year, up from last year by $1.3 million, for a total of $18.2 million.

GENERAL REVENUES

- **Sales Tax -** Sales tax increased $10.6 million from last year with increases in the general fund of $4.8 million, Measure N of $3.0 million, Measure T of $1.5 million, Measure R Regional sales tax revenues of $0.7 million, and Measure R Local sales tax revenues of $0.6 million as funding for projects in those funds were received. Measure N, Measure T, and Measure R are voter approved sales tax overrides whereas Measure N helps fund essential City services, Measure T public safety, and Measure R regional, local transit, bike, and pedestrian projects. The current year overall sales tax total is $70.9 million.

- **Property Taxes** - Property tax revenues increased $1.6 million (6%) over last year currently totaling $27.9 million.

- **Investment Earnings -** Investment earnings decreased $3.3 million over last year mainly due to a decrease in interest rates on allowable investments for the year and a decrease in the fair market value of the investments held at June 30, 2021.

EXPENSES

- **General Government** - There were $6.9 million in expenses, a decrease of $0.5 million (7%) as compared to last year which was mainly due to a decrease in the annual GASB 68 pension adjustments of $0.5 million and increases in services provided of $0.3 million, salaries and benefits of $0.3 million and depreciation expense of $0.2 million.

- **Community Development** - There were $2.7 million in expenses, an increase of $0.2 million (8%) as compared to last year mainly due to decreases to the annual GASB 68 pension adjustment of $0.2 million and services provided of $0.1 million and increases in salaries and benefits of $0.5 million

- **Housing & Community Grants** – There were $2.8 million in expenses, an increase of $1.1 million (65%) compared to last year which was mainly due to increases in program activity.

- **Police** - There were $44.4 million in expenses, a decrease of $0.6 million (1%) as compared to last year which was mainly due to a decrease in the annual GASB 68 pension adjustment of $0.8 million and capital expenses of $0.2 million and increases in salaries and benefits of $0.8 million as a result of wage increases.

- **Fire** - There were $19.7 million in expenses, an increase of $0.7 million (4%) as compared to last year which was mainly due to an increase in salaries and benefits of $1.3 million as a result of wage increases and an increase in the annual GASB 68 pension adjustment of $0.3 million.

- **Public Works** - There were $12.2 million in expenses, a decrease of $8.2 million (40%) as compared to last year which was mainly due to due to a decrease in capital related activity and projects of $7.5 million, the annual GASB 68 pension adjustments of $0.6 million, services provided of $0.4 million and depreciation of $0.5 million with increases in salaries and benefits of $0.5 million as a result of wage increases.

- **Community Services** - There were $11.3 million in expenses, a decrease of $0.8 million (7%) as compared to last year which was mainly due to decreases in the annual GASB 68 pension adjustments of $0.4 million, services provided of $0.1 million and salaries and benefits of $0.3 million as a result of wage increases.

- **Interest on Long-Term Debt -** There was $0.4 million in interest expense for fiscal year 2020-21. Scheduled principal payments were made on Certificates of Participation and bank notes. The 2014 COP has a maturity date of 2025 and the 2015 COP has a maturity date of 2029. As the City approaches the maturity, the annual debt payment goes towards interest less and more towards the principal.

Analysis of Business-Type Net Position

The City's business-type net position, shown in Table 4, Business-Type Net Position, exceeded liabilities by $417.0 million. The largest portion of the net position, Net Investment in Capital Assets, is $277.9 million (67%). Resources that are subject to restrictions total $12.9 million (3%). The remaining balance of $126.2 million (30%) represents unrestricted net position.

Table 4
Business-Type Net Position
(in millions)

	FY 20-21	FY 19-20	Increase (Decrease)	
			$	%
Assets				
Cash and Investments	$ 163.5	$ 149.5	$ 14.0	9%
Current and Other Assets	18.5	21.2	(2.7)	-13%
Internal Balances	(3.0)	(2.5)	(0.5)	20%
Capital Assets	377.0	373.8	3.2	1%
Total Assets	556.0	542.0	14.0	3%
Deferred Outflows of Resources				
Deferred Pensions	4.4	4.7	(0.3)	-6%
Total Deferred Outflows of Resources	4.4	4.7	(0.3)	-6%
Liabilities				
Other Liabilities	9.8	13.8	(4.0)	-29%
Long-Term Debt Outstanding	133.0	135.7	(2.7)	-2%
Total Liabilities	142.8	149.5	(6.7)	-4%
Deferred Inflows of Resources				
Deferred Pensions	0.6	0.9	(0.3)	-33%
Total Deferred Inflows of Resources	0.6	0.9	(0.3)	-33%
Net Position				
Net Investment in Capital Assets	277.9	271.0	6.9	3%
Restricted	12.8	20.3	(7.5)	-37%
Unrestricted	126.3	105.0	21.3	20%
Total Net Position	$ 417.0	$ 396.3	$ 20.7	5%

- ***Cash and Investments*** increased $14.0 million (9%), as these funds are accumulating cash for capital projects and scheduled debt payments. Increases included funds in Water Reclamation Facility of $7.7 million, Transit of $7.4 million, Building Safety of $1.7 million with decreases occurring in Solid Waste of $2.5 million and Storm Sewer Maintenance of $0.5 million.

- ***Capital Assets*** totaled $377.0 million for the fiscal year, an increase of $3.2 million (1%). Construction in progress had an increase of $2.6 million as projects were capitalized and current projects are in progress. Machinery, Equipment and Vehicles increased by $6.4 million mainly due to the additions of twenty-one new refuse trucks in Solid Waste of $6.9 million, one backhoe, one crawler dozer and one excavator in Storm Sewer Maintenance of $0.6 million, one camera van, one truck and equipment in Wastewater of $0.3 million and one utility tractor, a 4 in 1 bucket and equipment in Airport for $0.1 million. Retirements included one buss in Transit of $0.5 million, four refuse trucks, a crane and a Ford truck in Solid Waste of $1.0 million and one backhoe, one crawler dozer in Wastewater of $0.2 million. Infrastructure increased by $3.4 million which includes Storm Sewer lines and Sanitary Sewer lines. Accumulated depreciation increased by $9.8 million as assets were depreciated for the year. See Table 8, Capital Assets, Net of Accumulated Depreciation below for additional detail.

- ***Long-Term Debt*** totaling $133.0 million is composed of Net Pension Liability, Certificates of Participation, Capital Lease, Clean Water State Revolving Fund Loan, and Compensated absences. Regularly scheduled payments of $3.7 million and adjustments to the Net Pension Liability of $1.2 million resulted in a net decrease in long term debt of $2.5 million. See the accompanying *Notes to Basic Financial Statements, Note 7- Long-Term Debt, and Note 10 Employee Benefits for* further detail.

- ***Net Position – Net Investment in Capital Assets*** totaling $277.9 million represents capital assets less accumulated depreciation and net of any debt used to finance its construction or purchase. This is a $6.9 million increase as compared to last year.

- ***Restricted Net Position*** of $12.8 million is primarily found in Capital Projects funds which have been restricted for related capital projects and debt service reserves.

- ***Unrestricted Net Position*** of $126.3 million experienced an increase of $21.2 million. Unrestricted Net Position is normally the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants or other legal requirements.

Analysis of Changes in Business-Type Net Position

Table 5, Changes in Business-Type Net Position shows the results of the City's businesses for the last two fiscal years. The City's Business-type activities increased the City's net position by $20.7 million (5%) during fiscal year 2020-21. Total Business-type revenues of $89.8 million decreased by $1.7 million (2%) when compared to last year. Total Business-type expenses totaled $73.1 million, a decrease of $1.1 million (1%) as compared to last year.

Table 5
Changes in Business-Type Net Position
(in millions)

	FY 20-21	FY 19-20	Increase (Decrease) $	Increase (Decrease) %
REVENUES				
Program Revenues:				
Charges for Services	$ 59.8	$ 60.6	$ (0.8)	-1%
Operating Grants & Contributions	15.4	16.0	(0.6)	-4%
Capital Grants & Contributions	12.1	7.6	4.5	59%
Investment Earnings	0.7	4.4	(3.7)	-84%
Miscellaneous	1.8	2.9	(1.1)	-38%
Total Revenues	89.8	91.5	(1.7)	-2%
EXPENSES				
Convention Center	2.4	4.3	(1.9)	-44%
Airport	3.1	2.1	1.0	48%
Water Reclamation Facility	22.7	22.8	(0.1)	0%
Storm Sewer Maintenance	2.9	2.5	0.4	16%
Solid Waste	19.2	19.0	0.2	1%
Transit	17.3	17.8	(0.5)	-3%
Baseball	0.2	0.2	-	0%
Animal Control	1.9	2.0	(0.1)	-5%
Building Safety	3.4	3.5	(0.1)	-3%
Total Expenses	73.1	74.2	(1.1)	-1%
Increase in Net Position Before Transfers	16.7	17.3	(0.6)	-3%
Transfers	4.0	4.5	(0.5)	-11%
Increase in Net Position	20.7	21.8	(1.1)	-5%
Net Position at Beg. Year	396.3	374.5	21.8	6%
Net Position at End of Year	$ 417.0	$ 396.3	$ 20.7	5%

Revenues

- **Charges for Services** – These revenues were down collectively by $0.8 million mainly as a result of decreased revenue at the Convention Center of $1.4 million due to the significant decreased event activity throughout the year and the effects of the COVID-19 pandemic restrictions issued by the State of California.

- **Operating and Capital Grants and Contributions** – The combined revenue from operating and capital grants & contributions increased this year $3.9 million due to increases in Storm Sewer Maintenance of $1.8 million, Water Reclamation Facility of $0.5 million, Airport of $0.9 million, and Solid Waste of $1.4 million and a decrease in Transit of $0.8 million.

Expenses

- **Convention Center** – There were $2.4 million in expenses, a decrease of $1.9 million (44%) mainly as a result of the shutdown due to the COVID-19 pandemic. Decreases were seen in Salaries and benefits of $1.5 million due to annual pension adjustments and reduced staffing levels related to COVID-19 and operations and maintenance of $0.4 million due to the reduction in events as a direct result of the

COVID-19 pandemic shutdown. The state guidelines allowed for reopening of the Convention Center June 15, 2021.

- **Airport** – There were $3.1 million in expenses, an increase of $1.0 million (48%) mainly due increased capital expenses of $1.1 million and decreases to maintenance and operations expenses of $0.1 million consisting of decreases in allocated expenses and services provided of $0.1 million and a decrease in salaries and benefits of $23K due to the annual pension adjustments being less than the previous year

- **Water Reclamation Facility** – There were $22.7 million in expenses, a decrease of $0.1 million (0.4%) due to decreases in equipment supply and maintenance repair of $0.4 million, instrument repair/replacement of $0.1 million and allocated expenses and services provided of $0.1 million, with increases in utilities of $0.1 million, and chemical expenses of $0.2 million. Decreases occurred in salaries and benefits of $0.2 million due to annual pension adjustments being less than the previous year and capital expenses of $0.4 million.

- **Storm Sewer Maintenance** – There were $2.9 million in expenses, an increase of $0.4 million (16%) mainly due to an increase in capital expenses of $0.4 million.

- **Solid Waste** – There were $19.2 million in expenses, an increase of $0.2 million (1%) mainly due to increases in capital expenses of $0.6 million and salaries and benefits of $0.1 million due to wage and benefit increases and annual pension adjustments offset by a decrease in allocated expenses and services provided of $0.4 million.

- **Transit** – There were $17.3 million in expenses, a decrease of $0.5 million (3%) mainly due to decreases in allocated expenses and services provided of $0.3 million, contract bus services including cancellation of Sequoia shuttle bus service of $0.3 million resulting from a shutdown due to the COVID-19 pandemic, and a depreciation of $0.3 million, offset by wage and benefit increases and annual pension adjustments and an increase in capital expenses of $0.3 million.

- **Building Safety** – There were $3.4 million in expenses, a decrease of $0.1 million (3%) mainly due to decrease to salaries and benefits of $0.1 million due to the annual pension adjustments.

- **Animal Control** – There were $1.9 million in expenses, a decrease of $0.1 million (5%) mainly due to a decrease in salaries and benefits of $26K due to the annual pension adjustments and decreases in maintenance and operations expenses of $30K consisting of an increase in bad debt expense of $21K offset by a decrease in allocated expenses and services provided of $49K.

- **Baseball** – There were $0.2 million in expenses consistent with the prior year.

FUND FINANCIAL ANALYSIS

Governmental Funds are reported on a modified accrual basis of accounting in the fund statements, essentially eliminating the effects of capital assets and related debt. Table 6, Balance Sheet – Governmental Funds shows the last two fiscal years' results.

Table 6

Balance Sheet - Governmental Funds

(in millions)

	FY 20-21	FY 19-20	Increase (Decrease) $	Increase (Decrease) %
Assets				
Cash and Investments	$ 195.5	$ 142.3	$ 53.2	37%
Other Assets	63.7	59.4	4.3	7%
Intergovernmental Balances	6.1	8.4	(2.3)	-27%
Total Assets	265.3	210.1	55.2	26%
Liabilities				
Advances From Grantors and Third Parties	-	0.6	(0.6)	-100%
Advances From Other Funds	1.5	3.8	(2.3)	-61%
Other Liabilities	22.7	7.4	15.3	207%
Total Liabilities	24.2	11.8	12.4	105%
Deferred Inflows of Resources				
Unavailable Revenue	6.9	5.7	1.2	21%
Total Deferred Inflows of Resources	6.9	5.7	1.2	21%
Fund Balances				
Nonspendable	3.5	0.7	2.8	400%
Restricted	144.0	113.0	31.0	27%
Committed	52.8	46.5	6.3	14%
Assigned	28.5	31.4	(2.9)	-9%
Unassigned	5.4	1.0	4.4	440%
Total Fund Balances	$ 234.2	$ 192.6	$ 41.6	22%

Assets – The composition of assets changed by $55.2 million (26%) during the year with increases in cash, other assets, and intergovernmental balances. Cash and investments increased $53.2 million (37%) mainly due to revenues exceeding expenditures and other sources & (uses) by $42.5 million. Other assets increased $4.3 million (7%) mainly as the result of increases in accounts receivable of $2.6 million (mainly due to an increase in Transportation Impact fee receivable of $1.0 million) and taxes receivable of $3.1 million. Intergovernmental balances decreased $2.3 million (27%) as a result of a decrease in advances to other funds of $1.8 million and a decrease in amounts due from other governmental agencies of $0.5 million.

Liabilities – Liabilities have increased $12.4 million (105%) mainly due to an increase in other liabilities of $15.3 million (207%) due the unearned revenue for the American Rescue Plan fund offset by decreases in advances from other funds of $2.2 million and accounts payable of $0.2 million.

Deferred Inflows of Resources – Deferred Inflows of Resources increased $1.2 million (21%) mainly due to an increase in impact fees receivable.

Fund Balance - By June 30, 2021, the City's Governmental Funds had a total fund balance of $234.2 million, an increase of $41.6 million (22%) from the prior fiscal year, which was a combination of increases and decreases in various funds which are discussed later. Table 7, Statement of Revenues & Expenditures – Governmental Funds shows the results of the last two fiscal years' activities.

Table 7
Statement of Revenues & Expenditures - Governmental Funds
(in millions)

	FY 20-21	FY 19-20	Increase (Decrease) $	Increase (Decrease) %
Revenues	$ 151.6	$ 138.9	$ 12.7	9%
Expenditures	106.1	112.9	(6.8)	-6%
Excess (Deficiency) of Revenues Over (Under) Expenditures	45.5	26.0	19.5	75%
Other Sources & (Uses)	(3.0)	(4.3)	1.3	-30%
Net Change	$ 42.5	$ 21.7	$ 20.8	96%

Revenues increased $12.7 million from the prior year. Sales tax increased $10.6 million which includes growth in general sales tax of or $4.8 million (14%), Measure N sales tax of $3.0 million (22%) and Measure T sales tax of $1.5 million (21%). Measure R sales tax revenues had an increase of $1.3 million (25%) as funding for projects in those funds were received. Property tax revenue saw an increase of $1.6 million (6%). Other increases in revenues included subventions and grants of $3.0 million as funds were obtained for projects; fees and fines of $0.3 million as impact fee revenue was up; and other taxes of $1.3 million which include transient occupancy tax, franchise fees and business licenses. Decreases were seen in uses of money and property of $3.4 million as interest earnings were down due to lower earnings rates and a decrease in the fair market value of the investments held at June 30, 2021; charges for current services of $0.2 million; and miscellaneous of $0.4 million. Expenditures decreased by $6.8 million mainly due to decreases in capital related projects compared to the prior year of $10.6 million and Community Services of $0.8 million, with increases in Police of $0.8 million, Fire of $1.3 million, Housing & Community Grants of $1.5 million, General Government of $0.7 million and Community Development of $0.4 million.

Other Financing Sources & Uses in the governmental funds had a decrease of $1.3 million compared to the prior year mainly due to the sale of land of $1.0 million in the current year. Transfers out exceeded transfers in for the year.

ANALYSIS OF MAJOR GOVERNMENTAL FUNDS

General Fund - The General Fund saw a change in fund balance with an increase of $0.5 million. The General Fund saw an overall increase in revenues of $6.9 million (9%) as compared to last year. The increases included sales tax of $4.8 million (14%), property taxes of $1.6 million (6%), other taxes of $1.3 million (16%), subventions and grants of $1.4 million (181%), and decreases in fees and fines of $0.3 million (24%), uses of money and property of $0.8 million (51%), charges for current services of $0.5 million (16%) and miscellaneous revenue of $0.5 million (26.1%).

If there is a General Fund surplus at year end, the surplus is first to be distributed to fund the Emergency Reserve to meet Council's goal of 25% of operating expenditures and then any remaining surplus is to be transferred to the Civic Center Fund. This fiscal year, the largest transfer out from the General Fund is to the Civic Center Fund totaling $12.2 million.

Measure N – The Measure N fund is used to account for the half-cent sales tax override approved by the citizens of Visalia in November 2016 which funds increased City essential services of Police, Fire, Streets and Parks. Measure N saw an overall increase in revenues of $2.6 million. The increase includes sales tax of $3.0 million offset by a decrease in uses of money and property of $0.5 million. The Measure N Fund's fund balance increased $6.4 million to $29.7 million as a result of revenues exceeding expenditures for the year.

Housing & Community Grants - This fund accounts for the Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME) and Neighborhood Stabilization Program (NSP) Grant funds. Also included are the Substandard Housing and Vehicle Abatement funds. The fund's assets include $12.7 million in notes and loans receivable. The notes and loans receivable are for housing assistance through the various grant programs as well as past rental rehabilitation loans. Revenues exceeded expenditures by $0.9 million for the year resulting in an ending fund balance of $15.3 million.

Housing Successor Agency - The Housing Successor Agency Fund is used to retain the housing assets and functions previously performed by the dissolved Redevelopment Agency of the City of Visalia. Revenues exceeded expenditures by $0.4 million resulting in an ending fund balance of $10.7 million.

American Rescue Plan – The American Rescue Plan Fund is used to account for the tracking of these special revenue funds. Funding is provided by the American Rescue Plan Act resulting from the COVID pandemic. The funds' assets include $14.7 million in unearned revenue. The American Rescue Plan Fund's balance is $3K.

All Other Governmental Funds - These funds (referred to as Non-Major Funds) are not presented separately in the Basic Financial Statements but are individually presented in Supplementary Information. Combined they received $46.4 million in revenue and have a combined Fund Balance at year-end of $125.4 million.

ANALYSIS OF MAJOR PROPRIETARY FUNDS

Business-Type Funds

By June 30, 2021, the City's Proprietary Funds combined net position totaled $418.7 million, an increase of $20.8 million from the prior fiscal year, which was a combination of increases and decreases in various funds.

Enterprise operating revenues, including charges for services and grants and contributions, were $75.2 million this year, a decrease of $1.3 million from last year. Grants and contributions had a decrease of $0.5 million and are mainly due to Transit grant revenue being lower. The decrease in charges for services of $0.8 million is mainly due to a decrease in the Convention Center of $1.4 million as a result of the facility shutdown due to the COVID-19 pandemic. Decreases also included Transit of $1.5 million also due to the COVID-19 pandemic as fee's for ridership were suspended, offset by increased activity in Water Reclamation facility of $0.3 million, Airport of $0.2 million (Fuel Sales), Solid Waste of $1.1 million, Building Safety of $0.4 million (Residential Construction Permits), and Animal Control fees of $0.1 million.

Operating expenses were $70.6 million this year, an increase of $1.0 million from last year mainly due to Convention Center having a decrease of $1.9 million due to reduced staffing levels related to COVID-19 as the facility was closed and Transit having a decrease of $0.9 million mainly due to cancelled bus services also related to the COVID-19 pandemic.

Convention Center - Operating revenues decreased by $1.4 million and operating expenses decreased by $1.9 million mainly as a result of the facility shutdown due to the COVID-19 pandemic. Decreases were seen in Salaries and benefits of $1.5 million due to annual pension adjustments and reduced staffing levels related to COVID-19 and operations and maintenance of $0.4 million due to the reduction in events as a direct result of the COVID-19 pandemic shutdown. The state guidelines allowed for reopening of the Convention Center June 15, 2021.

Airport - Operating revenues increased by $0.2 million mainly due to increases in fuel sales of $111K, fuel flowage fees of $12K, FOB revenues of $24K, and hanger rentals of $36K, offset by decreases for "into plane" fuel sales of $34K and terminal rent of $8K. Operating expenses decreased by $0.1 million mainly due to decreases in allocated expenses and services provided of $0.1 million and a decrease in salaries and benefits of $23K due to the annual pension adjustments being less than the previous year.

Water Reclamation Facility - Operating revenues increased $0.3 million due to a combination of increases in industrial fees of $0.4 million, front footage fees of $0.2 million, user charges of $0.3 million, treatment connection fees of $0.2 million and septage receiving fees of $0.1 million offset by decreases in commercial fees of $0.1 million, and residential fees of $0.9 million which are mainly due to a change in utility bill due dates for all accounts to the 30th of the month. Operating expenses increased by $0.7 million mainly due to decreases in maintenance and operating costs of $0.3 million consisting of decreases in equipment supply and maintenance repair of $0.4 million, instrument repair/replacement of $0.1 million and allocated expenses and services provided of $0.1 million, offset by increases in utilities of $0.1 million, chemical expenses of $0.2 million, and capital related activity of $1.1 million. Salaries and benefits decreased $0.2 million due to the annual pension adjustments being less than the previous year.

Storm Sewer Maintenance - Operating revenues had a slight increase of $39K. Operating expenses increased by $0.6 million due to increases in salaries and benefits of $47K due to the wage and benefit increases and the annual pension adjustment being less than the previous year in addition to increases in deprecation of $61K and capital related activity of $0.5 million.

Solid Waste - Operating revenues increased $1.2 million mainly due to increases in single family fee revenue of $0.3 million, multifamily fee revenue of $0.1 million, commercial recycling fee revenue of $0.1 million and commercial fee revenue of $0.8 million offset by a decrease in CNG fuel rebates of $0.2 million due to the timing of receiving the fuel rebate. Operating expenses increased by $0.8 million mainly due to a decrease in maintenance and operations costs for allocated expenses and services provided of $0.4 million offset by an increase in salaries and benefits of $0.1 million due to wage and benefit increases and the annual pension adjustments and capital related activity of $1.2 million.

Transit – Operating revenues decreased $2.2 million from last year. Charges for services decreased $1.5 million as ridership fees were suspended due to the COVID-19 pandemic resulting in decreases in Sequoia shuttle ticket sales of $0.6 million, farebox sales of $0.3 million, ticket sales of $0.5 million and CNG sales of $0.3 million due to a timing issue of federal reimbursements offset by an increase in carbon credits of $0.2 million. Operating grant revenue decreased $0.8 million due to reduced funding available as the max grant funding allowable limit was reached. Operating expenses decreased by $0.4 million mainly due to a decrease in maintenance and operations for allocated expenses and services provided of $0.3 million, contract bus services including cancellation of Sequoia shuttle bus service of $0.3 million, depreciation of $0.3 million, salaries and benefits decreased $47K due to the annual pension adjustments being less than the previous year offset by capital related activity of $0.5 million.

Building Safety – Operating revenues increased by $0.4 million mainly due to an increase in single family dwellings permits compared to prior years activity. Operating expenses increased by $0.1 million including decreases in salaries and benefits of $0.1 million due to the annual pension adjustments being less than the previous year, and maintenance and operations costs of $0.1 million mainly due to decreases in credit card usage fees of $25K and allocated expenses and services provided of $70K offset by an increase in capital related activity of $0.1 million.

Animal Control – Operating revenues increased by $0.1 million as a result of increased activity in services for Dinuba of $55K due to the timing of the revenue collected in the prior year, adding new services for Tulare of $29K, administration and other fines of $47K, offset by lower kennel fees of $15K, facility shelter fees of $22K, and license fees of $10K. Operating expenses decreased by $46K due to a decrease in salaries and benefits of $26K due to the annual pension adjustments being less than the previous year, and maintenance and operations expenses of $20K mainly consisting of an increase in bad debt expense of $21K and capital related activity of $10K, offset by a decrease in allocated expenses and services provided of $49K.

Baseball – There are no operating revenues for the Baseball fund due to the current contract with Fast Pitch Entertainment, LLC, the organization that runs the Rawhide Baseball team. Operating expenses had an increase of $0.1 million mainly due to the 1st year of the depreciation for the video scoreboard.

GENERAL FUND BUDGETARY HIGHLIGHTS

General Fund - Original and Final Budget Comparison

The City's final General Fund budget differs from the original budget due to carry-forward appropriations for capital projects and supplemental appropriations approved throughout the year at Council meetings and during the Mid-Year budget reviews.

Budgeted total revenues increased by $0.4 million, to a final budgeted amount of $71.9 million, mainly due to additional federal, state and county grant funding secured by the City.

Budgeted total expenditures increased by $1.1 million to a final budgeted amount of $68.6 million, mainly due to an increase of $1.3 million in Capital Outlay (Projects).

General Fund - Final Budget and Actual Comparison

Total revenues were $12.4 million higher than the final budgeted amount, as detailed below. The fiscal year 2020-21 budget was adopted during the initial stages of the COVID-19 pandemic. These were very uncertain times as historic shutdowns were occurring making economic forecasting very difficult. Because of this, staff budgeted with worst case scenarios in mind. To counter the COVID-19 pandemic, the federal government issued several distributions of stimulus money which helped to prevent an economic downturn.

- Sales Tax – was $8.3 million more than budgeted as the economy had growth aided heavily by several distributions of Federal stimulus money put into consumers' pockets due to the COVID-19 pandemic.
- Property Tax – was $1.9 million more than budgeted as valuation increased more than anticipated.
- Transient Occupancy Tax – was $1.1 million more than budgeted as the budget was conservative due to the COVID-19 pandemic and the effects it initially had on the travel and hospitality industry.
- Business License – was $0.6 million more than budgeted as business license activity was higher than anticipated for the year.
- Subventions and Grants – was $1.2 million more than budgeted due to the City receiving grant funding of $1.4 million for COVID-19.
- Local Ordinance Violations, Vehicle Code and Parking Violations – was $0.1 million less than budgeted as violations were less than projected.
- Interest Earned – was $0.1 million more than budgeted due to higher interest earnings rates than projected.
- Engineering and Subdivision Services – was $0.5 million more than budgeted as these specialized services were higher than anticipated for the year as building growth continued in the City.

- Recreation Programs – was $1.3 million less than budgeted as these programs were highly impacted by the shutdown due to the COVID-19 pandemic and were not being offered due to the restrictions imposed by the State of California.

Total expenditures were $1.4 million less than budget. This difference was due to $0.1 million in higher capital outlay and $2.3 million in vacancies offset by higher salaries and benefits for the year as compared to the budget.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The City's capital assets for its Governmental and Business-Type activities as of June 30, 2021 totaled $728.2 million (net of accumulated depreciation), as shown in Table 8, Capital Assets, Net of Accumulated Depreciation. For Government-wide Financial Statements, capital asset purchases for governmental activities are capitalized and depreciated. In contrast, in the Fund Financial Statements capital asset purchases for governmental activities are recorded as expenditures. Additional information about the City's capital assets can be found in the *Notes to Financial Statements, Note 6 – Capital Assets.*

Table 8

Capital Assets, Net of Accumulated Depreciation
(in millions)

	FY 20-21	FY 19-20	Increase (Decrease)	
			$	%
Governmental Activities				
Land	$ 41.6	$ 42.0	$ (0.4)	-1%
Buildings	46.6	47.9	(1.3)	-3%
Improvements	61.5	63.7	(2.2)	-3%
Equipment	18.9	18.5	0.4	2%
Infrastructure	161.2	151.1	10.1	7%
Construction in Progress	21.4	23.0	(1.6)	-7%
Total	$ 351.2	$ 346.2	$ 5.0	1%
Business-Type Activities				
Land	$ 26.1	$ 26.1	$ -	0%
Buildings	33.1	34.3	(1.2)	-3%
Improvements	164.1	168.3	(4.2)	-2%
Equipment	27.3	22.8	4.5	20%
Infrastructure	117.8	116.3	1.5	1%
Construction in Progress	8.6	6.0	2.6	43%
Total	$ 377.0	$ 373.8	$ 3.2	1%
Total City-Wide	$ 728.2	$ 720.0	$ 8.2	1%

Major capital asset events during the current fiscal year included the following:

Governmental

- Signal at Demaree and Goshen project completed
- Santa Fe and Tulare Ave roundabout project in progress
- Modoc Trail - Giddings to Demaree completed
- Caldwell improvements Akers to Shady and Santa Fe to Lovers Lane in progress
- Downtown street light project in progress

- Shirk widening project in progress
- Riggin widening project in progress
- East Side Regional Park & Basin in progress
- Purchase of HazMat truck
- Purchase of a van for Police Department Community Outreach
- Purchase of spray truck and equipment for Parks

Business-type

- New Aircraft Hangar construction project in progress
- Addition of storm drain infrastructure
- Airport roof replacement project completed
- Purchase of van equipped with CCTV technology for Wastewater Collections
- Purchase of 14 residential side-load Solid Waste trucks
- Purchase of 4 commercial front-load Solid Waste trucks
- Purchase of 2 commercial roll-off Solid Waste trucks
- Purchase of John Deere Crawler Dozer for Storm Sewer Maintenance
- Purchase of John Deere Excavator for Storm Sewer Maintenance

Debt Administration

The City's total long-term debt decreased by $4.3 million (4%) during the fiscal year, as shown in Table 9, Outstanding Debt. This was due to the City's regularly scheduled debt service payments and adjustments to Compensated Absences. See the accompanying *Notes to Basic Financial Statements, Note 7 – Long-Term Debt* for further detail. The following summarizes the City's outstanding debt.

Table 9
Outstanding Debt
(in millions)

	FY 20-21	FY 19-20	Increase (Decrease) $	Increase (Decrease) %
Governmental Activities				
Certificates of Participation	$ 9.4	$ 10.3	$ (0.9)	-9%
Compensated Absences	5.8	5.5	0.3	5%
Total	15.2	15.8	(0.6)	-4%
Business-Type Activities				
Certificates of Participation	6.3	7.2	(0.9)	-13%
Lease	3.5	3.9	(0.4)	-10%
Notes - Direct Borrowings	89.3	91.7	(2.4)	-3%
Compensated Absences	1.1	1.1	-	0%
Total	$ 100.2	$ 103.9	$ (3.7)	-4%
Total City-Wide	$ 115.4	$ 119.7	$ (4.3)	-4%

REQUEST FOR FINANCIAL INFORMATION

This financial report is designed to provide our citizens, customers, investors and creditors, with a general overview of the City's finances, and to demonstrate the City's accountability for the money it receives and expends. If you have questions about this report, or need any additional financial information, contact the City of Visalia's Finance Department at 707 W. Acequia Ave., Visalia, CA 93291.

BASIC FINANCIAL STATEMENTS

STATEMENT OF NET POSITION AND STATEMENT OF ACTIVITIES

The Statement of Net Position and the Statement of Activities are required by Governmental Accounting Standards Board (GASB) Statement No. 34. Their purpose is to summarize the entire City's financial activities and financial position. They are prepared on the same basis of accounting as is used by most businesses, which means they include all the City's assets and all its liabilities, deferred inflows and outflows of resources, as well as all its revenues and expenses. This is known as the full accrual basis of accounting - the effect of all the City's transactions is taken into account, regardless of whether or when cash changes hands, but all material internal transactions between City funds have been eliminated.

The Statement of Net Position reports the difference between the City's total assets and deferred outflows of resources and deferred inflows of resources and the City's total liabilities, including all the City's capital assets and all its long-term debt. The Statement of Net Position presents information similar to the old balance sheet format, but presents it in a way that focuses the reader on the composition of the City's net position, by subtracting total liabilities from total assets.

The Statement of Net Position summarizes the financial position of all of the City's Governmental Activities in a single column, and the financial position of all the City's Business-type Activities in a single column; these columns are followed by a total column that presents the financial position of the entire City.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue, Capital Projects and Debt Service Funds. Since the City's Internal Service Funds service these Funds, their activities are consolidated with Governmental Activities, after eliminating interfund transactions and balances. The City's Business-type Activities include all its Enterprise Fund activities.

The Statement of Activities reports increases and decreases in the City's net position. It is also prepared on the full accrual basis of accounting, which means it includes all the City's revenues and all its expenses, regardless of when cash changes hands. This differs from the modified accrual basis of accounting used in the Fund financial statements, which reflect only current assets, current liabilities, available revenues and measurable expenditures.

The format of the Statement of Activities differs considerably from those used in the past. It presents the City's expenses first, listed by program, and follows these with the expenses of its business-type activities. Program revenues - revenues which are generated directly by these programs - are then deducted from program expenses to arrive at the net expense of each governmental and business-type program. The City's general revenues are then listed in the Governmental Activities or Business-type Activities column, as appropriate, and the Change in Net Position is computed and reconciled with the Statement of Net Position.

Both these statements include the financial activities of the City and the Visalia Public Finance Authority, which is legally separate but is a component unit of the City because it is controlled by the City, which is financially accountable for the activities of this entity.

These financial statements, along with the fund financial statements and footnotes, are called *Basic Financial Statements*; the term General Purpose Financial Statements is no longer used.

CITY OF VISALIA
STATEMENT OF NET POSITION
JUNE 30, 2021

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Investments (Note 3)	$ 230,846,532	$ 158,843,577	$ 389,690,109
Restricted Cash and Investments (Note 3)	8,670	4,615,230	4,623,900
Accounts Receivable	5,679,739	6,084,327	11,764,066
Interest Receivable	1,290,429	-	1,290,429
Taxes Receivable	20,187,016	299,201	20,486,217
Notes and Loans Receivable (Note 5)	36,214,327	159,496	36,373,823
Supplies	1,158,039	43,317	1,201,356
Inventory (Note 1I)	221,595	40,819	262,414
Internal Balances (Note 4D)	2,998,623	(2,998,623)	-
Due from Other Governmental Units	3,204,251	11,914,510	15,118,761
Land Held for Redevelopment (Note 1G)	34,359	-	34,359
Prepaids and Deposits	1,024,997	13,416	1,038,413
Capital Assets, Net of Accumulated Depreciation (Note 6):			
Capital Assets Not Being Depreciated	63,025,167	34,685,217	97,710,384
Capital Assets Being Depreciated	288,198,984	342,264,415	630,463,399
Total Assets	654,092,728	555,964,902	1,210,057,630
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related (Note 10)	20,919,896	4,429,555	25,349,451
Total Deferred Outflows of Resources	20,919,896	4,429,555	25,349,451
LIABILITIES			
Accounts, Interest, and Contracts Payable	6,649,442	6,213,690	12,863,132
Advances from Grantors and Third Parties	-	2,506,020	2,506,020
Customer Deposits	770,300	722,086	1,492,386
Unearned Revenue	15,640,187	228,984	15,869,171
Accrued Personnel Costs	40,981	-	40,981
Long-Term Obligations (Note 7):			
Due Within One Year	2,157,879	3,958,047	6,115,926
Due in More Than One Year	13,088,635	96,190,157	109,278,792
Liability for Self-Insurance Claims (Note 11):			
Due Within One Year	1,614,142	-	1,614,142
Due in More Than One Year	7,214,758	-	7,214,758
Net Pension Liability Due in More Than One Year (Note10)	107,322,788	32,973,179	140,295,967
Total Liabilities	154,499,112	142,792,163	297,291,275
DEFERRED INFLOWS OF RESOURCES			
Pension Related (Note 10)	2,977,966	575,259	3,553,225
Total Deferred Inflows of Resources	2,977,966	575,259	3,553,225
NET POSITION			
Net Investment in Capital Assets	360,652,057	277,874,011	638,526,068
Restricted for:			
Capital Projects	108,234,926	8,521,718	116,756,644
Debt Service	8,670	4,365,230	4,373,900
Waterways/Groundwater Projects	1,897,196	-	1,897,196
Landscape & Lighting Districts	2,619,212	-	2,619,212
Public Safety	9,621,240	-	9,621,240
Roadway Projects	7,641,329	-	7,641,329
Golf Course Maintence Projects & Misc	703,262	-	703,262
Total Restricted Net Position	130,725,835	12,886,948	143,612,783
Unrestricted	26,157,654	126,266,076	152,423,730
Total Net Position	$ 517,535,546	$ 417,027,035	$ 934,562,581

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021

		Program Revenues			Net (Expense) Revenue and Changes in Net Position		
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities							
General Government	$ 6,883,122	$ 1,109,576	$ 2,036,330	$ 400,348	$ (3,336,868)	$ -	$ (3,336,868)
Community Development	2,740,856	870,864	25,708	7,871	(1,836,413)	-	(1,836,413)
Housing & Community Grants	2,750,870	21,877	3,192,164	35,287	498,458	-	498,458
Public Safety							
Police	44,431,235	2,953,225	808,845	34,127	(40,635,038)	-	(40,635,038)
Fire	19,744,870	1,654,159	20	50,468	(18,040,223)	-	(18,040,223)
Public Works	12,224,546	11,303,312	-	11,616,319	10,695,085	-	10,695,085
Community Services	11,271,179	7,956,824	701	3,544	(3,310,110)	-	(3,310,110)
Interest on Long-Term Debt	400,497	-	-	-	(400,497)	-	(400,497)
Total Governmental Activities	100,447,175	25,869,837	6,063,768	12,147,964	(56,365,606)	-	(56,365,606)
Business-Type Activities							
Convention Center	2,360,006	504,756	15,024	-	-	(1,840,226)	(1,840,226)
Airport	3,118,827	1,775,224	9,120	2,182,755	-	848,272	848,272
Water Reclamation Facility	22,680,911	26,428,859	112,741	1,403,790	-	5,264,479	5,264,479
Storm Sewer Maintenance	2,859,886	1,314,967	5,374	3,224,892	-	1,685,347	1,685,347
Solid Waste	19,211,851	20,564,277	100,575	1,979,070	-	3,432,071	3,432,071
Transit	17,263,714	3,622,684	15,130,689	3,302,344	-	4,792,003	4,792,003
Baseball	243,018	-	-	-	-	(243,018)	(243,018)
Animal Control	1,927,271	646,574	55,659	-	-	(1,225,038)	(1,225,038)
Building Safety	3,410,955	4,934,104	25,863	-	-	1,549,012	1,549,012
Total Business-Type Activities	73,076,439	59,791,445	15,455,045	12,092,851	-	14,262,902	14,262,902
Total	$ 173,523,614	$ 85,661,282	$ 21,518,813	$ 24,240,815	(56,365,606)	14,262,902	(42,102,704)
		General Revenues					
		Taxes:					
		Sales Taxes			70,926,201	-	70,926,201
		Property Taxes			27,875,307	-	27,875,307
		Transient Occupancy Taxes			3,323,538	-	3,323,538
		Franchise Taxes			2,795,357	-	2,795,357
		Business License Taxes			3,156,139	-	3,156,139
		Investment Earnings			1,311,040	673,450	1,984,490
		Miscellaneous			1,056,470	1,810,395	2,866,865
		Transfers			(4,018,407)	4,018,407	-
		Total General Revenues and Transfers			106,425,645	6,502,252	112,927,897
		Change in Net Position			50,060,039	20,765,154	70,825,193
		Net Position - Beginning of Year, As Restated (Note 14)			467,475,507	396,261,881	863,737,388
		Net Position - End of Year			$ 517,535,546	$417,027,035	$934,562,581

The accompanying notes are an integral part of these financial statements.

FUND FINANCIAL STATEMENTS

GASB Statement No. 34 revised the format of the Fund Financial Statements so that only individual major funds are presented, while non-major funds are combined in a single column. Major funds are defined generally as having significant activities or balances in the current year. No distinction is made between fund types.

MAJOR GOVERNMENTAL FUNDS

The funds described below were determined to be Major Funds by the City in fiscal year 2020-21. Individual non-major funds are presented in the Supplementary Information section.

GENERAL FUND
The General Fund is used to account for all the general revenues of the City not specifically levied or collected for other City funds and their related expenditures. The General Fund accounts for all financial resources of the City which are not accounted for in another fund. The General Fund includes the Emergency Reserve Fund.

MEASURE N
Measure N is used to account for increased Police, Fire, Streets, and Parks essential services. Financing is provided by the ½ cent sales tax ballot measure (N) approved by voters during the November 8, 2016 election.

HOUSING & COMMUNITY GRANTS FUND
The Housing & Community Grants Fund is used to account for the affordable housing and public service needs of the City's low and moderate income households. Financing is provided by Community Development Block Grants (CDBG), the Home Investment Partnership Program (HOME), Neighborhood Stabilization Program (NSP), Permanent Local Housing Allocation and fines charged for substandard housing and abandoned vehicle abatement. Also, within the CDBG, HOME and NSP programs, when money that was previously loaned out is paid back, it again becomes available for use in the rehabilitation and development programs.

HOUSING SUCCESSOR AGENCY FUND
The Housing Successor Agency Fund is used to retain the housing assets and functions previously performed by the dissolved Redevelopment Agency of the City of Visalia.

AMERICAN RESCUE PLAN ACT FUND
Established to track and account for American Rescue Plan Act federal grant funding. Monies can only be used according to the plan guidelines.

CITY OF VISALIA
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2021

	Major Funds		
	General Fund	Measure N - Special Revenue Fund	Housing & Community Grants - Special Revenue Fund
ASSETS			
Cash and Investments (Note 3)	$ 28,365,293	$ 26,377,418	$ 1,780,257
Restricted Cash and Investments (Note 3)	-	-	-
Accounts Receivable	1,469,163	-	103
Interest Receivable	1,290,429	-	-
Taxes Receivable	11,132,478	3,348,921	6,119
Notes and Loans Receivable (Note 5)	12,957,333	-	12,697,529
Supplies	19,272	-	-
Inventory (Note 1I)	136,564	-	-
Due from Other Funds (Note 4C)	4,980	-	-
Advances to Other Funds (Note 4B)	2,912,062	-	-
Due from Other Governmental Units	147,585	-	1,024,818
Land Held for Redevelopment (Note 1G)	-	-	-
Prepaids and Deposits	21,701	-	-
Total Assets	$ 58,456,860	$ 29,726,339	$ 15,508,826
LIABILITIES			
Accounts, Interest & Contracts Payable	$ 1,417,252	$ 52,725	$ 208,838
Due to Other Funds (Note 4C)	-	-	4,980
Advances from Other Funds (Note 4B)		-	-
Customer Deposits	392,480	-	-
Unearned Revenue	762,450	-	-
Accrued Personnel Costs (Note 10 G)	8,123	-	-
Total Liabilities	2,580,305	52,725	213,818
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue - Property Tax	1,012,214	-	-
Unavailable Revenue - Business Tax	858,267	-	-
Unavailable Revenue - Impact Fees	318,488	-	-
Unavailable Revenue - Misc	480,733	-	-
Unavailable Revenue - Notes	61,156	-	-
Unavailable Revenue - Asset Forfeiture	-	-	-
Total Deferred Inflows of Resources	2,730,858	-	-
FUND BALANCES (Note 9)			
Nonspendable	3,479,720	-	-
Restricted	-	28,467,942	15,167,025
Committed	16,609,498	1,205,672	127,983
Assigned	27,628,688	-	-
Unassigned	5,427,791	-	-
Total Fund Balances	53,145,697	29,673,614	15,295,008
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 58,456,860	$ 29,726,339	$ 15,508,826

The accompanying notes are an integral part of these financial statements.

	Major Funds		Non-Major Funds	
	Housing Successor Agency - Special Revenue Fund	American Rescue Plan - Special Revenue Fund	All Other Governmental Funds	Total
ASSETS				
Cash and Investments (Note 3)	$ 1,134,903	$ 14,684,994	$ 123,209,813	$ 195,552,678
Restricted Cash and Investments (Note 3)	-	-	8,670	8,670
Accounts Receivable	413,831	-	3,787,313	5,670,410
Interest Receivable	-	-	-	1,290,429
Taxes Receivable	-	-	5,699,498	20,187,016
Notes and Loans Receivable (Note 5)	9,125,168	-	1,434,297	36,214,327
Supplies	-	-	-	19,272
Inventory (Note 1I)	-	-	85,031	221,595
Due from Other Funds (Note 4C)	-	-	-	4,980
Advances to Other Funds (Note 4B)	-	-	-	2,912,062
Due from Other Governmental Units	-	-	2,031,848	3,204,251
Land Held for Redevelopment (Note 1G)	34,359	-	-	34,359
Prepaids and Deposits	-	-	-	21,701
Total Assets	$ 10,708,261	$ 14,684,994	$ 136,256,470	$ 265,341,750
LIABILITIES				
Accounts, Interest & Contracts Payable	$ 5,781	$ -	$ 4,567,437	$ 6,252,033
Due to Other Funds (Note 4C)	-	-	-	4,980
Advances from Other Funds (Note 4B)	-	-	1,544,778	1,544,778
Customer Deposits	-	-	377,820	770,300
Unearned Revenue	-	14,682,227	195,510	15,640,187
Accrued Personnel Costs (Note 10 G)	-	-	-	8,123
Total Liabilities	5,781	14,682,227	6,685,545	24,220,401
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue - Property Tax	-	-	-	1,012,214
Unavailable Revenue - Business Tax	-	-	-	858,267
Unavailable Revenue - Impact Fees	-	-	2,388,954	2,707,442
Unavailable Revenue - Misc	-	-	-	480,733
Unavailable Revenue - Notes	-	-	1,306,885	1,368,041
Unavailable Revenue - Asset Forfeiture	-	-	448,828	448,828
Total Deferred Inflows of Resources	-	-	4,144,667	6,875,525
FUND BALANCES (Note 9)				
Nonspendable	-	-	-	3,479,720
Restricted	9,853,914	2,767	90,510,849	144,002,497
Committed	-	-	34,946,498	52,889,651
Assigned	848,566	-	-	28,477,254
Unassigned	-	-	(31,089)	5,396,702
Total Fund Balances	10,702,480	2,767	125,426,258	234,245,824
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 10,708,261	$ 14,684,994	$ 136,256,470	$ 265,341,750

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
RECONCILIATION OF GOVERNMENTAL FUNDS - FUND BALANCE
WITH GOVERNMENTAL NET POSITION
JUNE 30, 2021

Total Fund Balances - Governmental Funds		$234,245,824
CAPITAL ASSET TRANSACTIONS:		
Capital Assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation.		
Capital Assets at Historical Cost	$484,041,495	
Accumulated Depreciation	(145,557,748)	338,483,747
ALLOCATION OF INTERNAL SERVICE FUND NET POSITION		
Internal service funds are used by management to charge the cost of certain activities, such as insurance, fleet services, compensated absences, and information services, to individual governmental and proprietary funds. The net current assets and current liabilities of the internal service funds are included in governmental activities in the statement of net position.		36,739,214
LONG-TERM LIABILITIES		
Long-term Liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:		
Certificates of Participation		(9,427,906)
DEFERRED INFLOWS / (OUTFLOWS) OF RESOURCES		
Deferred Inflows of Resources: In governmental funds, future payments for notes receivable are treated as deferred inflows of resources. In government-wide statements, future payments of notes receivable are recorded as an offset of notes receivable.		6,875,525
GASB 68 Pension Items		(89,380,858)
Total Net Position - Governmental Activities		$517,535,546

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2021

	Major Funds		
	General Fund	Measure N - Special Revenue Fund	Housing & Community Grants - Special Revenue Fund
REVENUES			
Sales Taxes	$ 38,986,517	$ 16,880,055	$ -
Property Taxes	27,884,766	-	-
Other Taxes	9,207,528	-	-
Subventions and Grants	2,206,694	29,556	3,217,871
License and Permits	52,650	-	-
Fees and Fines	1,004,615	-	13,426
Uses of Money and Property	802,238	93,272	70,549
Charges for Current Services	2,774,284	58,369	5,000
Miscellaneous	1,343,028	50,952	5,720
Total Revenues	84,262,320	17,112,204	3,312,566
EXPENDITURES			
Current:			
General Government	4,224,686	219,236	-
Community Development	2,459,045	-	75,606
Housing & Community Grants	-	-	2,268,707
Public Safety:			
Fire	14,939,536	978,595	-
Police	34,129,014	4,293,747	-
Public Works	3,861,360	-	-
Community Services	6,018,543	461,573	-
Capital Outlay	1,624,975	4,806,242	36,615
Debt Service (Note 7):			
Principal	-	-	-
Interest and Fiscal Charges	-	-	-
Total Expenditures	67,257,159	10,759,393	2,380,928
Excess (Deficiency) of Revenues over (Under) Expenditures	17,005,161	6,352,811	931,638
Other Financing Sources (Uses)			
Sale of Land	-	-	-
Proceeds From Sale of Capital Assets	3,450	-	-
Transfers In (Note 4A)	148,524	-	23,966
Transfers Out (Note 4A)	(16,703,167)	-	-
Total Other Financing Sources (Uses)	(16,551,193)	-	23,966
Net Change in Fund Balances	453,968	6,352,811	955,604
Fund Balances - Beginning of Year	52,691,729	23,320,803	1,641,875
Prior Period Adjustment (Note 14)	-	-	12,697,529
Fund Balances - Beginning of Year, as Restated	52,691,729	23,320,803	14,339,404
Fund Balances - End of Year	$ 53,145,697	$ 29,673,614	$ 15,295,008

The accompanying notes are an integral part of these financial statements.

	Major Funds		Non-Major Funds	
	Housing Successor Agency - Special Revenue Fund	American Rescue Plan - Special Revenue Fund	All Other Governmental Funds	Total
REVENUES				
Sales Taxes	$ -	$ -	$ 15,059,629	$ 70,926,201
Property Taxes	-	-	-	27,884,766
Other Taxes	-	-	82,252	9,289,780
Subventions and Grants	424,130	-	11,987,031	17,865,282
License and Permits	-	-	20,382	73,032
Fees and Fines	-	-	13,246,361	14,264,402
Uses of Money and Property	110,504	2,767	399,722	1,479,052
Charges for Current Services	-	-	5,278,788	8,116,441
Miscellaneous	195	-	354,388	1,754,283
Total Revenues	534,829	2,767	46,428,553	151,653,239
EXPENDITURES				
Current:				
General Government	141,469	-	24,611	4,610,002
Community Development	-	-	17,499	2,552,150
Housing & Community Grants	-	-	-	2,268,707
Public Safety:				
Fire	-	-	2,759,398	18,677,529
Police	-	-	3,997,494	42,420,255
Public Works	-	-	1,443,604	5,304,964
Community Services	-	-	3,256,145	9,736,261
Capital Outlay	-	-	12,829,740	19,297,572
Debt Service (Note 7):				
Principal	-	-	882,304	882,304
Interest and Fiscal Charges	-	-	397,328	397,328
Total Expenditures	141,469	-	25,608,123	106,147,072
Excess (Deficiency) of Revenues over (Under) Expenditures	393,360	2,767	20,820,430	45,506,167
Other Financing Sources (Uses)				
Sale of Land	-	-	1,027,945	1,027,945
Proceeds From Sale of Capital Assets	-	-	-	3,450
Transfers In (Note 4A)	-	-	13,527,438	13,699,928
Transfers Out (Note 4A)	-	-	(994,189)	(17,697,356)
Total Other Financing Sources (Uses)	-	-	13,561,194	(2,966,033)
Net Change in Fund Balances	393,360	2,767	34,381,624	42,540,134
Fund Balances - Beginning of Year	2,032,519	-	91,044,634	170,731,560
Prior Period Adjustment (Note 14)	8,276,601	-	-	20,974,130
Fund Balances - Beginning of Year, as Restated	10,309,120	-	91,044,634	191,705,690
Fund Balances - End of Year	$ 10,702,480	$ 2,767	$ 125,426,258	$ 234,245,824

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
RECONCILIATION OF THE NET CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
WITH THE CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021

Total Net Changes in Fund Balances - Governmental Funds		$ 42,540,134
CAPITAL OUTLAY: In governmental funds, the cost of capital assets are reported as expenditures. In the statement of activities, costs of those assets are allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:		
Expenditures for Capital Outlay	$ 18,801,118	
Net Retirements of Capital Assets	(894,469)	
Depreciation Expense	(9,618,595)	8,288,054
DEBT SERVICE: In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of the long-term debt were:		
Principal Payment of Long-Term Debt		882,304
In governmental funds, principal repayments for notes and loans receivable are recognized as revenue. In government-wide statements, principal repayments of notes and loans receivable are recorded as reduction of notes receivable. Change in unavailable revenue relating to notes and loans receivable:		225,944
Internal service funds are used by management to charge the cost of certain activities, such as insurance, fleet services, compensated absences, and information services, to individual governmental and proprietary funds. The portion of the net revenue (expense) of these internal allocations to governmental activities was:		1,523,066
Pension Related Expenses		(3,399,463)
Total Change in Net Position - Governmental Activities		$ 50,060,039

The accompanying notes are an integral part of these financial statements.

MAJOR AND NON-MAJOR PROPRIETARY FUNDS

Proprietary funds account for City operations financed and operated in a manner similar to private business enterprises. The intent of the City is that the cost of providing goods and services be financed primarily through user charges.

The City has identified the funds below as major proprietary funds in fiscal year 2020-21.

WATER RECLAMATION FACILITY
Established to account for the collection and treatment of wastewater. Revenue is provided by user charges and impact fees as well as limited grant funding. Formerly known as Wastewater Fund.

STORM SEWER MAINTENANCE
Established to account for the operations of the City's storm and sewer drain activity. Revenue is provided by user charges and impact fees as well as limited grant funding.

SOLID WASTE
Established to account for the operations of collecting and disposing of solid waste and street sweeping activities. Revenues are provided by user charges and limited grant funding.

TRANSIT
Established to account for the operations of the City's transit activities. Revenue is provided by state transportation funds, federal grants, and passenger fares.

The City has identified the funds below as non-major proprietary funds in fiscal year 2020-21.

CONVENTION CENTER
Established to account for operations of the Convention Center. Revenues are provided by fees charged for the Convention Center and by operating transfers from the General Fund.

AIRPORT
Established to account for the operations of the Visalia Municipal Airport. Revenue is provided by the fees charged to the airport users for the aviation fuel, hangar rentals, and leases of land and buildings, as well as from federal grants for capital assets and projects.

BUILDING SAFETY
Established to account for the operations of the City's reviewing and checking of building plans from developers, contractors and/or property owners, permitting, and inspection of buildings. Revenue is provided by permit fees.

ANIMAL CONTROL
Established to account for the operations of the City's animal control services. Revenue is provided by users through fees for licensing, adoptions, vaccinations and shelter related fees.

BASEBALL
Established to account for the operations of a professional baseball team that operates in the City.

CITY OF VISALIA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2021

	Business-Type Activities - Enterprise Funds				
	Major Funds				Non-Major Fund
	Water Reclamation Facility	Storm Sewer Maintenance	Solid Waste	Transit	Convention Center
ASSETS					
Current Assets					
Cash and Investments (Note 3)	$ 82,717,682	$ 869,748	$ 28,274,501	$ 35,141,450	$ 457
Accounts Receivable	3,023,026	154,939	2,201,612	294,588	54,729
Taxes Receivable	110,011	63,963	125,227	-	-
Note and Loans Receivable (Note 5)	159,496	-	-	-	-
Supplies	-	-	-	-	-
Inventory (Note 1I)	20,053	20,766	-	-	-
Due from Other Governmental Units	-	-	1,638,243	10,276,267	-
Prepaid Expenses	-	-	-	-	-
Total Current Assets	86,030,268	1,109,416	32,239,583	45,712,305	55,186
Non-Current Assets					
Restricted Cash and Investments (Note 3)	4,365,228	-	-	-	250,002
Capital Assets (Note 6)					
Land	6,952,363	9,437,692	1,567,372	4,361,902	829,047
Construction in Progress	1,554,176	1,198,298	1,168,101	350,952	52,661
Buildings	2,937,862	-	197,130	19,589,783	22,428,375
Improvements Other Than Buildings	206,212,352	2,546,130	981,520	2,602,376	5,435,369
Machinery, Equipment and Vehicles	9,547,544	1,136,411	25,554,082	35,653,901	1,844,596
Infrastructure	92,140,717	60,219,746	-	-	-
Accumulated Depreciation	(78,656,570)	(14,720,404)	(15,610,250)	(30,040,029)	(18,779,688)
Total Non-Current Assets	245,053,672	59,817,873	13,857,955	32,518,885	12,060,362
Total Assets	331,083,940	60,927,289	46,097,538	78,231,190	12,115,548
DEFERRED OUTFLOWS OF RESOURCES					
Pension Related (Note 10)	1,093,111	137,983	1,355,290	308,589	573,090
Total Deferred Outflows of Resources	1,093,111	137,983	1,355,290	308,589	573,090
LIABILITIES					
Current Liabilities					
Accounts, Interest and Contracts Payable	2,429,188	49,518	572,510	1,720,193	187,512
Advances from Grantors and Third Parties	-	-	-	2,506,020	-
Accrued Personnel Costs	-	-	-	-	-
Customer Deposits	578,088	-	-	-	5,650
Current Portion of Long-Term Obligations (Note 7):					
Compensated Absences	84,173	-	42,817	-	23,533
Certificates of Participation and Loans	2,490,645	-	-	-	838,402
Liability for Self-insured Claims (Note 11)	-	-	-	-	-
Total Current Liabilities	5,582,094	49,518	615,327	4,226,213	1,055,097
Non-Current Liabilities					
Advance from Other Funds (Note 4B)	-	-	-	-	-
Unearned Revenue	179,549	20,766	-	-	-
Non-current Portion of Long-term Obligations (Note 7):					
Compensated Absences	181,503	20,946	406,525	46,393	35,863
Certificates of Participation and Loans	86,775,191	-	-	-	5,469,869
Liability for Self-insured Claims (Note 11)	-	-	-	-	-
Net Pension Liability (Note 10)	8,232,349	1,033,762	10,269,551	2,245,631	3,898,633
Total Non-Current Liabilities	95,368,592	1,075,474	10,676,076	2,292,024	9,404,365
Total Liabilities	100,950,686	1,124,992	11,291,403	6,518,237	10,459,462
DEFERRED INFLOWS OF RESOURCES					
Pension Related (Note 10)	135,906	16,562	160,800	42,541	103,787
Total Deferred Inflows of Resources	135,906	16,562	160,800	42,541	103,787
NET POSITION (Note 9)					
Net Investment in Capital Assets	151,422,608	59,817,873	13,857,955	32,518,885	5,502,089
Restricted for:					
Debt Service	4,365,228	-	-	-	2
Capital Projects	822,805	90,107	3,373,217	3,815,525	250,000
Unrestricted	74,479,818	15,738	18,769,453	35,644,591	(3,626,702)
Total Net Position	$ 231,090,459	$ 59,923,718	$ 36,000,625	$ 71,979,001	$ 2,125,389

The accompanying notes are an integral part of these financial statements.

	Business-Type Activities - Enterprise Funds					
	Non-Major Funds					
	Airport	Building Safety	Animal Control	Baseball	Total	Governmental Activities Internal Service Funds
ASSETS						
Current Assets						
Cash and Investments (Note 3)	$ 350	$ 11,363,392	$ 475,997	$ -	$ 158,843,577	$ 35,293,854
Accounts Receivable	54,302	368	300,763	-	6,084,327	9,329
Taxes Receivable	-	-	-	-	299,201	-
Note and Loans Receivable (Note 5)	-	-	-	-	159,496	-
Supplies	43,317	-	-	-	43,317	1,138,767
Inventory (Note 1I)	-	-	-	-	40,819	-
Due from Other Governmental Units	-	-	-	-	11,914,510	-
Prepaid Expenses	13,416	-	-	-	13,416	1,003,296
Total Current Assets	111,385	11,363,760	776,760	-	177,398,663	37,445,246
Non-Current Assets						
Restricted Cash and Investments (Note 3)	-	-	-	-	4,615,230	-
Capital Assets (Note 6)						
Land	3,000,590	-	-	-	26,148,966	-
Construction in Progress	4,212,063	-	-	-	8,536,251	-
Buildings	2,163,061	-	6,750,891	-	54,067,102	654,910
Improvements Other Than Buildings	13,511,504	-	-	151,472	231,440,723	218,785
Machinery, Equipment and Vehicles	1,093,596	296,067	33,750	613,053	75,773,000	34,181,939
Infrastructure	-	-	-	-	152,360,463	-
Accumulated Depreciation	(12,266,660)	(128,879)	(1,021,774)	(152,619)	(171,376,873)	(22,315,230)
Total Non-Current Assets	11,714,154	167,188	5,762,867	611,906	381,564,862	12,740,404
Total Assets	11,825,539	11,530,948	6,539,627	611,906	558,963,525	50,185,650
DEFERRED OUTFLOWS OF RESOURCES						
Pension Related (Note 10)	127,714	602,921	230,857	-	4,429,555	-
Total Deferred Outflows of Resources	127,714	602,921	230,857	-	4,429,555	-
LIABILITIES						
Current Liabilities						
Accounts, Interest and Contracts Payable	167,840	1,007,612	38,312	41,005	6,213,690	397,409
Advances from Grantors and Third Parties	-	-	-	-	2,506,020	-
Accrued Personnel Costs	-	-	-	-	-	32,858
Customer Deposits	-	137,868	480	-	722,086	-
Current Portion of Long-Term Obligations (Note 7):						
Compensated Absences	18,642	440	9,018	-	178,623	1,231,281
Certificates of Participation and Loans	-	-	450,377	-	3,779,424	-
Liability for Self-insured Claims (Note 11)	-	-	-	-	-	1,614,142
Total Current Liabilities	186,482	1,145,920	498,187	41,005	13,399,843	3,275,690
Non-Current Liabilities						
Advance from Other Funds (Note 4B)	1,367,284	-	-	-	1,367,284	-
Unearned Revenue	-	28,669	-	-	228,984	-
Non-current Portion of Long-term Obligations (Note 7):						
Compensated Absences	30,402	136,801	35,527	-	893,960	4,587,327
Certificates of Participation and Loans	-	-	3,051,137	-	95,296,197	-
Liability for Self-insured Claims (Note 11)	-	-	-	-	-	7,214,758
Net Pension Liability (Note 10)	950,457	4,568,950	1,773,846	-	32,973,179	-
Total Non-Current Liabilities	2,348,143	4,734,420	4,860,510	-	130,759,604	11,802,085
Total Liabilities	2,534,625	5,880,340	5,358,697	41,005	144,159,447	15,077,775
DEFERRED INFLOWS OF RESOURCES						
Pension Related (Note 10)	16,387	72,976	26,300	-	575,259	-
Total Deferred Inflows of Resources	16,387	72,976	26,300	-	575,259	-
NET POSITION (Note 9)						
Net Investment in Capital Assets	11,714,154	167,188	2,261,353	611,906	277,874,011	12,740,404
Restricted for:						
Debt Service	-	-	-	-	4,365,230	-
Capital Projects	170,064	-	-	-	8,521,718	1,089,279
Unrestricted	(2,481,977)	6,013,365	(875,866)	(41,005)	127,897,415	21,278,192
Total Net Position	$ 9,402,241	$ 6,180,553	$ 1,385,487	$ 570,901	418,658,374	$ 35,107,875
Adjustments to Reflect the Consolidation of Internal Service Fund Activities Related to Enterprise Funds					(1,631,339)	
Net Position of Business-Type Activities					$ 417,027,035	

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2021

	Business-Type Activities - Enterprise Funds				
	Major Funds				Non-Major Fund
	Water Reclamation Facility	Storm Sewer Maintenance	Solid Waste	Transit	Convention Center
OPERATING REVENUES					
Charges for Services	$ 26,428,859	$ 1,314,967	$ 20,564,277	$ 3,622,684	$ 504,756
Operating Grants and Contributions	112,741	5,374	100,575	15,130,689	15,024
Total Operating Revenues	26,541,600	1,320,341	20,664,852	18,753,373	519,780
OPERATING EXPENSES					
Salaries, Wages and Employee Benefits	4,325,270	641,778	6,356,588	991,232	680,739
Maintenance and Operations	11,022,665	1,405,629	11,733,025	13,527,305	642,954
Insurance Premiums and Loss Provisions	-	-	-	-	-
Depreciation and Amortization	5,484,508	811,401	933,376	2,720,394	748,728
Total Operating Expenses	20,832,443	2,858,808	19,022,989	17,238,931	2,072,421
Operating Income (Loss)	5,709,157	(1,538,467)	1,641,863	1,514,442	(1,552,641)
NONOPERATING REVENUES (EXPENSES)					
Interest Income	344,850	3,755	139,310	142,875	8
Interest Expense	(1,883,284)	-	-	-	(285,608)
Other Income	904,143	62,636	486,717	12,379	109,537
Other Expenses	-	-	(165,317)	(22,267)	-
Total Nonoperating Revenues (Expenses)	(634,291)	66,391	460,710	132,987	(176,063)
Income (Loss) Before Contributions and Transfers	5,074,866	(1,472,076)	2,102,573	1,647,429	(1,728,704)
Capital Grants and Contributions	1,403,790	3,224,892	1,979,070	3,302,344	-
Transfers In (Note 4A)	-	300,000	-	-	2,030,537
Transfers Out (Note 4A)	-	-	-	-	-
Net Contributions and Transfers	1,403,790	3,524,892	1,979,070	3,302,344	2,030,537
Change in Net Position	6,478,656	2,052,816	4,081,643	4,949,773	301,833
Net Position - Beginning	224,611,803	57,870,902	31,918,982	67,029,228	1,823,556
Net Position - Ending	$ 231,090,459	$ 59,923,718	$ 36,000,625	$ 71,979,001	$ 2,125,389

The accompanying notes are an integral part of these financial statements.

	Business-Type Activities - Enterprise Funds					
	Non-Major Funds					
	Airport	Building Safety	Animal Control	Baseball	Total	Governmental Activities Internal Service Funds
OPERATING REVENUES						
Charges for Services	$ 1,775,224	$ 4,934,104	$ 646,574	$ -	$ 59,791,445	$ 29,165,164
Operating Grants and Contributions	9,120	25,863	55,659	-	15,455,045	-
Total Operating Revenues	1,784,344	4,959,967	702,233	-	75,246,490	29,165,164
OPERATING EXPENSES						
Salaries, Wages and Employee Benefits	497,232	2,300,569	1,055,511	-	16,848,919	3,135,623
Maintenance and Operations	2,265,641	1,091,874	565,166	153,503	42,407,762	5,994,641
Insurance Premiums and Loss Provisions	-	-	-	-	-	18,162,990
Depreciation and Amortization	324,488	16,562	171,982	89,515	11,300,954	2,179,513
Total Operating Expenses	3,087,361	3,409,005	1,792,659	243,018	70,557,635	29,472,767
Operating Income (Loss)	(1,303,017)	1,550,962	(1,090,426)	(243,018)	4,688,855	(307,603)
NONOPERATING REVENUES (EXPENSES)						
Interest Income	1	40,740	1,905	6	673,450	120,857
Interest Expense	(40,355)	-	(132,096)	-	(2,341,343)	(3,169)
Other Income	285,756	3,614	455	-	1,865,237	1,368,896
Other Expenses	(283)	(223)	-	-	(188,090)	(25,598)
Total Nonoperating Revenues (Expenses)	245,119	44,131	(129,736)	6	9,254	1,460,986
Income (Loss) Before Contributions and Transfers	(1,057,898)	1,595,093	(1,220,162)	(243,012)	4,698,109	1,153,383
Capital Grants and Contributions	2,182,755	-	-	-	12,092,851	346,449
Transfers In (Note 4A)	-	-	1,426,899	260,971	4,018,407	-
Transfers Out (Note 4A)	-	-	-	-	-	(20,979)
Net Contributions and Transfers	2,182,755	-	1,426,899	260,971	16,111,258	325,470
Change in Net Position	1,124,857	1,595,093	206,737	17,959	20,809,367	1,478,853
Net Position - Beginning	8,277,384	4,585,460	1,178,750	552,942		33,629,022
Net Position - Ending	$ 9,402,241	$ 6,180,553	$ 1,385,487	$ 570,901		$ 35,107,875
Adjustments to Reflect the Consolidation of Internal Service Fund Activities Related to Enterprise Funds					(44,213)	
Change in Net Position of Business-Type Activities					$ 20,765,154	

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2021

	Business-Type Activities - Enterprise Funds				
	Major Funds				Non-Major Fund
	Water Reclamation Facility	Storm Sewer Maintenance	Solid Waste	Transit	Convention Center
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Customers or Other Funds	$ 26,744,821	$ 1,297,386	$ 20,022,481	$ 8,640,802	$ 505,104
Cash Payments to Employees for Services	(4,021,247)	(598,240)	(5,968,495)	(922,369)	(798,998)
Cash Payments to Suppliers for Services	(9,960,440)	(882,058)	(10,590,604)	(15,524,917)	(500,592)
Cash Received from (Payments to) Other Governments	20,062	-	(577,644)	13,752,674	-
Other Income	861,060	62,636	486,717	12,379	109,537
Other Payments	(1,096,142)	(521,821)	(1,185,128)	(498,150)	(14,711)
Net Cash Provided (Used) by Operating Activities	12,548,114	(642,097)	2,187,327	5,460,419	(699,660)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Advance (to) from Other Funds	(48,003)	-	(34,023)	(1,262,605)	-
Transfers In	-	300,000	-	-	2,094,867
Transfers (Out)	-	-	-	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	(48,003)	300,000	(34,023)	(1,262,605)	2,094,867
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Capital Payments	(2,265,875)	(3,400,152)	(6,802,503)	(208,977)	(11,293)
Capital Grants Received	-	-	-	3,302,344	-
Contributions	1,403,790	3,224,892	1,979,070	-	-
Long-Term Debt Payments - Principal	(2,439,417)	-	-	-	(802,696)
Long-Term Debt Payments - Interest	(1,883,284)	-	-	-	(341,058)
Net Cash Provided (Used) by Capital and Related Financing Activities	(5,184,786)	(175,260)	(4,823,433)	3,093,367	(1,155,047)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Received	344,850	3,755	139,310	142,875	8
Net Cash Provided by Investing Activities	344,850	3,755	139,310	142,875	8
Net Increase (Decrease) in Cash and Investments	7,660,175	(513,602)	(2,530,819)	7,434,056	240,168
Cash and Investments - Beginning of Year	79,422,735	1,383,350	30,805,320	27,707,394	10,291
Cash and Investments - End of Year	$ 87,082,910	$ 869,748	$ 28,274,501	$ 35,141,450	$ 250,459
Consisting of:					
Unrestricted	$ 82,717,682	$ 869,748	$ 28,274,501	$ 35,141,450	$ 457
Restricted	4,365,228	-	-	-	250,002
Total Cash and Investments	$ 87,082,910	$ 869,748	$ 28,274,501	$ 35,141,450	$ 250,459

The accompanying notes are an integral part of these financial statements.

	Business-Type Activities - Enterprise Funds				
	Major Funds				Non-Major Fund
	Water Reclamation Facility	Storm Sewer Maintenance	Solid Waste	Transit	Convention Center
Reconciliation of Operating Income (Loss) to Cash Flows from Operating Activities:					
Operating Income (Loss)	$ 6,848,382	$ (1,016,646)	$ 2,661,674	$ 1,990,325	$ (1,602,260)
Other Income	861,060	62,636	486,717	12,379	109,537
Other Payments	(1,096,142)	(521,821)	(1,185,128)	(498,150)	(14,711)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows from Operating Activities:					
Depreciation and Amortization	5,484,508	811,401	933,376	2,720,394	748,728
Net Change in Assets and Liabilities:					
Accounts and Interest Receivable	203,221	(22,955)	(663,634)	(58,401)	(14,676)
Taxes Receivable	20,062	-	21,263	(10,054,170)	-
Supplies	-	-	-	-	-
Due from Other Governments	-	-	(577,644)	13,752,674	-
Prepaid Expenses	-	-	-	-	-
Accounts and Contracts Payable	(113,452)	1,750	122,610	(2,473,495)	127,652
Deferred Outflows Pensions	(96,000)	(13,001)	(128,189)	(22,907)	10,222
Deferred Inflows Pensions	68,726	9,307	91,770	16,399	(14,278)
Unearned Revenue	48,003	-	-		-
Accrued Personnel Costs	-	-	-	-	-
Compensated Absences	22,187	5,370	11,756	1,612	(95,849)
Other Liability	309,110	41,862	412,756	73,759	45,975
Liability for Self-Insurance Claims	-	-	-	-	-
Customer Deposits	(11,551)	-	-	-	-
Net Cash Provided (Used) by Operating Activities	$ 12,548,114	$ (642,097)	$ 2,187,327	$ 5,460,419	$ (699,660)

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF CASH FLOWS (Continued)
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2021

	Business-Type Activities - Enterprise Funds					Governmental Activities
	Non-Major Funds					
	Airport	Building Safety	Animal Control	Baseball	Total	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES						
Cash Received from Customers or Other Funds	$ 1,765,871	$ 4,966,330	$ 687,331	$ 4,443	$ 64,634,569	$ 29,501,074
Cash Payments to Employees for Services	(462,335)	(2,135,884)	(989,749)	-	(15,897,317)	(3,135,623)
Cash Payments to Suppliers for Services	(1,283,552)	(1,055,231)	(541,747)	(262,338)	(40,601,479)	(22,573,667)
Cash Received from (Payments to) Other Governments	191,396	-	-	-	13,386,488	-
Other Income	275,506	2,105	455	-	1,810,395	1,368,896
Other Payments	(1,344,755)	(82,285)	(10,519)	(7,826)	(4,761,337)	(124,412)
Net Cash Provided (Used) by Operating Activities	(857,869)	1,695,035	(854,229)	(265,721)	18,571,319	5,036,268
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Advance (to) from Other Funds	423,126	-	-	-	(921,505)	-
Transfers In	-	-	1,426,899	260,971	4,082,737	-
Transfers (Out)	(40,355)	-	-	-	(40,355)	(20,979)
Net Cash Provided (Used) by Noncapital Financing Activities	382,771	-	1,426,899	260,971	3,120,877	(20,979)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Capital Payments	(1,707,658)	(50,092)	-	(10,518)	(14,457,068)	(674,175)
Capital Grants Received	2,182,755	-	-	-	5,485,099	-
Contributions	-	-	-	-	6,607,752	346,449
Long-Term Debt Payments - Principal	-	-	(435,232)	-	(3,677,345)	-
Long-Term Debt Payments - Interest	-	-	(132,096)	-	(2,356,438)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	475,097	(50,092)	(567,328)	(10,518)	(8,398,000)	(327,726)
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest Received	1	40,740	1,905	6	673,450	117,688
Net Cash Provided by Investing Activities	1	40,740	1,905	6	673,450	117,688
Net Increase (Decrease) in Cash and Investments	-	1,685,683	7,247	(15,262)	13,967,646	4,805,251
Cash and Investments - Beginning of Year	350	9,677,709	468,750	15,262	149,491,161	30,488,603
Cash and Investments - End of Year	$ 350	$ 11,363,392	$ 475,997	$ -	$163,458,807	$ 35,293,854
Consisting of:						
Unrestricted	$ 350	$ 11,363,392	$ 475,997	$ -	$158,843,577	$ 35,293,854
Restricted	-	-	-	-	4,615,230	-
Total Cash and Investments	$ 350	$ 11,363,392	$ 475,997	$ -	$163,458,807	$ 35,293,854

The accompanying notes are an integral part of these financial statements.

	Business-Type Activities - Enterprise Funds					Governmental
	Non-Major Funds					
	Airport	Building Safety	Animal Control	Baseball	Total	Internal Service Funds
Reconciliation of Operating Income (Loss) to Cash Flows from Operating Activities:						
Operating Income (Loss)	$ 51,705	$ 1,634,533	$ (1,079,907)	$ (235,192)	$ 9,252,614	$ (179,726)
Other Income	275,506	2,105	455	-	1,810,395	1,368,896
Other Payments	(1,344,755)	(82,285)	(10,519)	(7,826)	(4,761,337)	(124,412)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows from Operating Activities:						
Depreciation and Amortization	324,488	16,562	171,982	89,515	11,300,954	2,179,513
Net Change in Assets and Liabilities:						
Accounts and Interest Receivable	(18,473)	6,363	(14,902)	4,443	(579,014)	(2,690)
Taxes Receivable	-	-	-	-	(10,012,845)	-
Supplies	(757)	-	-	-	(757)	(208,378)
Due from Other Governments	191,396	-	-	-	13,366,426	-
Prepaid Expenses	1,778	-	-	-	1,778	(42,410)
Accounts and Contracts Payable	(373,654)	(37,866)	12,700	(116,661)	(2,850,416)	71,720
Deferred Outflows Pensions	7,687	(55,100)	(22,860)	-	(320,148)	-
Deferred Inflows Pensions	(10,738)	39,446	16,365	-	216,997	-
Unearned Revenue	-	3,070	-	-	51,073	-
Accrued Personnel Costs	-	-	-	-	-	25,693
Compensated Absences	3,372	2,923	(1,350)	-	(49,979)	338,600
Other Liability	34,576	177,416	73,607	-	1,169,061	-
Liability for Self-Insurance Claims	-	-	-	-	-	1,609,462
Customer Deposits	-	(12,132)	200	-	(23,483)	-
Net Cash Provided (Used) by Operating Activities	$ (857,869)	$ 1,695,035	$ (854,229)	$ (265,721)	$ 18,571,319	$ 5,036,268

The accompanying notes are an integral part of these financial statements.

FIDUCIARY FUNDS

Custodial funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the Government-wide financial statements, but are presented in separate Fiduciary Fund financial statements.

The Fiduciary Funds include the following Custodial Funds:

Property and Business Improvement District #5 (PBID)
The City collects the district's assessments on real property in the district to improve the district. The effective dates for the district are January 1, 2020 through December 31, 2029.

Village West Improvement District
The City collects the district's assessments on real property in the district to repay bonds for the repair of a private street.

Orchard Walk Underground Utilities District
The City collects the district's assessments on real property in the district to pay for underground utilities.

Atwood Water Main Assessment District
The City collects the district's assessments on real property in the district to repay bonds for connection to the Cal Water main extension.

Laura Water Main Assessment District
The City collects the district's assessments on real property in the district to repay bonds for connection to the Cal Water main extension.

Visalia Tourism & Marketing District (VTMD)
The City collects the district's assessments on room nights in the district to pay for promotion of travel and tourism specific to Visalia.

The Fiduciary Funds also include the following Private Purpose Trust Fund:

Successor Agency
The Successor Agency is responsible for the wind down of the affairs of the dissolved Redevelopment Agency of the City of Visalia (RDA). It is responsible for fulfilling the obligations of the former RDA and is also responsible for revenue collection, maintaining bond reserves, and disposing of excess property. The Successor Agency is overseen by an oversight board which is comprised primarily of representatives of other affected taxing agencies and the City.

CITY OF VISALIA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2021

	Custodial Funds	Successor Agency Private Purpose Trust Fund
ASSETS		
Cash and Investments (Note 3)	$ 354,989	$ 283,647
Restricted Cash and Investments (Note 3)	-	489,072
Accounts Receivable	172,568	-
District Assesment Receivable	116,734	-
Notes and Loan Receivable (Note 5)	-	146,543
Land Held For Resale	-	2,824,503
Total Assets	644,291	3,743,765
LIABILITIES		
Accounts, Interest, and Contracts Payable	145,238	48,238
Deposits	43,124	-
Due to City	111,704	-
Long - Term Obligations (Note 7):		
Due Within One Year	-	322,506
Due in More Than One Year	-	15,385,689
Total Liabilities	300,066	15,756,433
NET POSITION		
Restricted for:		
Held in Trust	-	(12,012,668)
Individuals, Organizations, and Other Governments	344,225	-
Total Net Position	$ 344,225	$ (12,012,668)

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2021

	Custodial Funds	Successor Agency Private Purpose Trust Fund
Additions		
Property Taxes	$ -	$ 706,697
Use of Money and Property	2,185	25,806
Revenue from District Assessments	987,279	-
Miscellaneous Revenue	284,834	1,815
Total Additions	1,274,298	734,318
Deductions		
Obligation Requirements		
Interest on Bonds and Notes Payable	27,630	469,048
Total Obligation Requirements	27,630	469,048
Administrative Expenses	10,919	45,660
Total Administrative Expenses	10,919	45,660
Distribution of District Assessment	1,183,240	-
Total Distribution of District Assessment	1,183,240	-
Total Deductions	1,221,789	514,708
Change in Net Position	52,509	219,610
Net Position - Beginning of Year, as Restated (Note 14)	291,716	(12,232,278)
Net Position - End of Year	$ 344,225	$ (12,012,668)

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Visalia ("the City") was founded in 1852 and incorporated in 1874. It became a charter city in 1923. The City operates under the Council-Manager form of government and provides the following services: public safety (police and fire), highways and streets, wastewater, solid waste, transit, street sweeping, airport facilities, culture-recreation, public improvements, planning and zoning, general administration services, and redevelopment.

The financial statements and accounting policies of the City conform with generally accepted accounting principles in the United States of America applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant accounting policies are summarized below.

A. Reporting Entity

As required by generally accepted accounting principles in the United States of America, these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate entities, are in substance, part of the City's operations and so data from these units are combined with data of the primary government. Each component unit has a June 30 year-end. The blended component unit included in the City's financial statements is identified below with a brief explanation of the reason for its inclusion.

The **Visalia Public Finance Authority** (VPFA) was established pursuant to a joint exercise of powers dated February 1991, by and between the City and the Visalia Community Redevelopment Agency. The VPFA has the power to issue bonds to pay the cost of any public capital improvements. The VPFA is controlled by the City and has the same governing body as the City, which also performs accounting and administrative functions for the VPFA. The financial activities of the VPFA are included in the 2014 Refunding Certificates of Participation Debt Service Fund and the Convention Center Enterprise Fund.

Financial statements or financial information for the above component unit may be obtained from the City of Visalia at 707 West Acequia, Visalia, California 93291.

The financial statements exclude the following:

On June 2, 2003, the **Visalia Civic Facilities Authority** (VCFA) joint powers agreement was established by the City and the Visalia Unified School District (VUSD). The VCFA has the authority to issue bonds, incur indebtedness, and enter into agreements to acquire real property. The VCFA is administered by the Board of Directors, which consists of four members, two from the City Council and two from the VUSD. The VCFA is not a component unit of the City.

The **Downtown Improvement District** was incorporated under the Nonprofit Public Benefit Corporation Law of the State of California for the purpose of making improvements in the City's downtown area. The City collects the district's assessment revenue on behalf of the district. The district has the sole discretion on how revenues are to be spent. A twenty-one member Board, comprised of mainly downtown land and business owners, governs the district. A Council member is a sitting member of the Board. The district is accounted for in the Property and Business Improvement District Agency Funds. The district is not a component unit of the City.

The **Village West Assessment District** was established to collect the district's assessments on real property in the district to repay bonds for the repair of a private street.

The **Orchard Walk Underground Utilities District** was established to collect assessments on real property in the district to repay bonds for underground utilities.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity (Continued)

The **Atwood Assessment District** was established to collect assessments on real property in the district to repay bonds for Cal Water main extensions.

The **Laura Assessment District** was established to collect assessments on real property in the district to repay bonds for Cal Water main extensions.

The **Visalia Tourism & Marketing District** was established to collect assessments on room nights in the district to pay for promotion of travel and tourism specific to Visalia.

The **Visalia Redevelopment Successor Agency** (Successor Agency) accounts for assets transferred from the former redevelopment agency (RDA) which was dissolved as of January 31, 2012. The sole purpose of this fund is to retire debt of the former RDA.

B. Basis of Presentation

The City's Basic Financial Statements are prepared in conformity with generally accepted accounting principles in the United States of America. The Governmental Accounting Standards Board is the acknowledged standard-setting body for establishing accounting and financial reporting standards followed by governmental entities in the U.S.A.

The accompanying financial statements are presented on the basis set forth in Governmental Accounting Standards Board Statements No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*; No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*; No. 36, *Recipient Reporting for Certain Non-exchange Revenues, an Amendment of GASB Statement No. 33*; No. 37, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments; Omnibus*; and No. 38, *Certain Financial Statement Note Disclosures*.

Government-wide Statements: The Statement of Net Position and the Statement of Activities display information about the primary government (the City and its component unit). These statements include the financial activities of the overall City government, except for fiduciary activities. Certain eliminations have been made as prescribed by GASB statement No. 34 to minimize the double counting of internal activities in regards to inter-fund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following inter-fund activities have been eliminated:

- Due to/from other funds
- Advances to/from other funds
- Transfers in/out

These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Basis of Presentation (Continued)

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients for goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds and the blended component unit. Separate statements for each fund category - *governmental, proprietary*, and *fiduciary* - are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

C. Major Funds

GASB Statement No. 34 defines major funds and requires that the City's major governmental and business-type funds be identified and presented separately in the fund financial statements. All other funds, called non-major funds, are combined and reported in a single column, regardless of their fund type.

Major funds are defined as funds that have either assets, liabilities, revenues or expenditures/expenses equal to ten percent of their fund type total and five percent of the grand total. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reported the following major governmental funds in the accompanying financial statements:

General Fund is used to account for all the general revenues of the City not specifically levied or collected for other City funds and their related expenditures. The General Fund accounts for all financial resources of a governmental unit which are not accounted for in another fund. The General Fund includes the Emergency Reserve Fund.

Measure N is used to account for increased Police, Fire, Streets, and Parks essential services. Financing is provided by the ½ cent sales tax ballot measure (N) approved by voters during the November 8, 2016 election.

Housing & Community Grant Fund is used to account for the affordable housing and public service needs of the City's low and moderate income households. Financing is provided by Community Development Block Grants (CDBG), the Home Investment Partnership Program (HOME), Neighborhood Stabilization Program (NSP) and fines charged for substandard housing and abandoned vehicle abatement. Also, within the CDBG, HOME and NSP programs, when money that was previously loaned out is paid back; it again becomes available for use in the rehabilitation and development programs.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Major Funds (Continued)

Housing Successor Agency Fund accounts for assets transferred from the former low/mod redevelopment housing assets of the former Redevelopment Agency which was dissolved as of January 31, 2012. The use of these assets is for affordable housing as governed by redevelopment law before the dissolution. Revenue earned in this fund is derived from the receipt of payment on notes and loans receivable outstanding in the fund.

American Rescue Plan Act Fund
Established to track and account for American Rescue Plan Act federal grant funding. Monies can only be used according to the plan guidelines.

The City reported its enterprise funds as major and non-major funds in the accompanying financial statements.

Major funds include:
Water Reclamation Facility Fund is used to account for the collection, treatment and disposal of wastewater. Revenue is provided by user charges and impact fees as well as limited grant funding. Formerly known as the Wastewater Fund.

Storm Sewer Maintenance Fund is used to account for the operations of the City's storm and sewer drain activity. Revenue is provided by user charges and impact fees as well as limited grant funding.

Solid Waste Fund is used to account for the operations of collecting and disposing of solid waste and street sweeping activities. Revenues are provided by user charges and limited grant funding.

Transit Fund is used to account for the operations of the City's transit activities. Revenue is provided by state transportation funds, federal grants, and passenger fares.

Non-major funds include:
Convention Center Fund is used to account for the operations of the Convention Center, revenues provided by fees charged for the Convention Center and by operating transfers from the General Fund.

Airport Fund is used to account for the operations of the Visalia Municipal Airport. Revenue is provided by the fees charged to the airport users for aviation fuel, hangar rentals and leases of land and buildings as well as from federal grants for capital assets and projects.

Building Safety Fund is used to account for the operations of the City's plan checking, permitting, and inspection of buildings. Revenue is provided by permit fees.

Animal Control Fund is used to account for the operations of the City's animal control services. Revenue is provided by users for animal licensing, vaccinations, adoptions and shelter related fees.

Baseball Fund is used to account for the operating and capital transfers from the General Fund for the baseball stadium located at Recreation Park, which is operated under contract by First Pitch Entertainment, LLC.

The City also reports the following fund types:

Internal Service Funds The funds account for fleet services, vehicle replacement, information services, risk management, health benefits, compensated absences, and building maintenance; all of which are provided to other departments on a cost-reimbursement basis.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Major Funds (Continued)

Fiduciary Funds Custodial and Private Purpose Trust Funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the Government-wide financial statements but are presented in separate Fiduciary Fund financial statements. Custodial Funds maintained by the City are the Property and Business Improvement District Funds, Village West Improvement District, Orchard Walk Underground Utilities District, Atwood Water Main Assessment District, Laura Water Main Assessment District, and the Visalia Tourism & Marketing District. A Private Purpose Trust Fund maintained by the City is the Redevelopment Successor Agency.

D. Basis of Accounting

The government-wide and proprietary financial statements are reported using the *economic resources measurement focus* and the *full accrual basis* of accounting. The Custodial funds have no measurement focus and are also reported using the full accrual basis of accounting. Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place.

Governmental funds are reported using the *current financial resources measurement focus* and the *modified accrual basis* of accounting. Under this method, revenues are recognized when *measurable* and *available*. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within ninety days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Governmental capital asset acquisitions are reported as *expenditures* in governmental funds. Proceeds of governmental long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Those revenues susceptible to accrual are federal and state grants and subventions, property taxes, sales taxes, franchise taxes, transient occupancy taxes, certain charges for services and interest revenue. Fines, licenses and permits, and charges for services are not susceptible to accrual because they are not measurable until received in cash.

Non-exchange transactions, in which the City gives or receives value without directly receiving or giving equal value in exchange, include taxes, grants, entitlements, and contributions. On the accrual basis of accounting, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The City may fund programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position may be available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary. Certain indirect costs are included in program expenses reported for individual functions, activities, and interest.

E. Property Tax

Tulare County (the County) assesses properties and it bills, collects, and distributes property taxes to the City. The County remits the taxes periodically throughout the year, as they are paid, with the largest amounts in December and April of each year. Secured and unsecured property taxes are levied on January 1 of the preceding fiscal year.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Property Tax (Continued)

Secured property tax is due in two installments, on November 1 and March 1, and becomes a lien on those dates. It becomes delinquent on December 10 and April 10, respectively. Unsecured property tax is due on July 1, and becomes delinquent on August 31. Collection of delinquent accounts is the responsibility of the County. Delinquent property taxes are remitted by the County, to the City, periodically throughout the year as they are paid.

The term "unsecured" refers to taxes on personal property other than real estate, land and buildings. These taxes are secured by liens on the property being taxed. Property tax revenues are recognized by the City in the fiscal year they are assessed provided they become available as defined above.

F. Compensated Absences

Compensated absences comprise unused vacation leave, vested sick pay and certain compensated time off, which are accrued as earned. An employee retiring with 10 years or more of continuous service with the City will be compensated for unused sick leave at 30% of its value on their retirement date. An employee resigning from the City in good standing with 20 years or more of continuous service with the City will be compensated for unused sick leave at 30% of its value on their resignation date. The City's liability for compensated absences is recorded in Proprietary Funds and Internal Service Funds as appropriate. The liability for compensated absences is determined annually. Compensated absences are liquidated by the fund that has recorded the liability. The governmental activities compensated absences are liquidated by the Compensated Absences Internal Service Fund.

G. Land Held for Redevelopment

Land held for redevelopment is stated at the lower of historical cost or net realizable value, if estimable.

H. Capital Assets

Capital assets, in general, are those purchased or acquired with an original cost of $5,000 or more. Infrastructure, Land, and technology equipment are included regardless of cost. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value.

With the implementation of GASB Statement No. 34 during the 2002-03 fiscal year, the City has recorded all its public domain (infrastructure) capital assets, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems and lighting systems. GASB Statement No. 34 requires that all capital assets with limited useful lives be depreciated over their estimated useful lives.

The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets. Depreciation is calculated using the straight-line method, which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The City has assigned the standard useful lives listed below to capital assets. Several asset categories have ranges for the useful lives to cover a wide range of assets that are listed in each asset class. The useful life will be consistent for each individual type of asset.

Buildings, storage buildings, and restrooms	10 - 50 years
Improvements other than buildings	20 - 40 years
Infrastructure	40 – 100 years
Machinery, equipment, and vehicles	2 - 25 years

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

H. Capital Assets (Continued)

The City of Visalia Capital Asset Capitalization Policy, which contains more detail concerning the standard useful lives of individual asset types within the categories listed above, may be obtained from the City of Visalia at 707 West Acequia, Visalia, California 93291.

Major outlays for capital assets and improvement are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period.

Some capital assets may be acquired using federal and state grant funds, or they may be contributed by developers or other governments. GASB Statement No. 34 requires that these contributions be accounted for as revenues at the time the capital assets are contributed.

I. Inventory

Inventory is comprised of nuts available for sale that the City has harvested and processed from City owned farm lands. This inventory is currently in storage. The method of valuation of the inventory was to take the number of pounds in storage as of June 30, 2021 and to multiply it by the average pool inventory value per pound, using level 2 inputs from Atlas World Food & Agriculture. As of June 30, 2021, nut inventory consisted of 21,272 pounds of walnuts valued at $76,500 and 65,238 pounds of pecans valued at $185,914, for a total value of $262,414. The Governmental funds account for $221,595 of the total value with $136,564 in the General Fund and $85,031 in the Groundwater Recharge Special Revenue fund. The Proprietary funds account for $40,819 of the total value with $20,053 in the Water Reclamation Facility fund and $20,766 in the Storm Sewer Maintenance Fund.

J. Fund Balance

In the Fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned. Each of these components of fund balance is classified based primarily on the extent to which the City is bound to honor constraints on how specific amounts can be spent.

1. Nonspendable Fund Balance – amounts that are inherently nonspendable such as prepaids, inventory, supplies and the like.

2. Restricted Fund Balance – amounts that have externally enforceable limitations on use that are either imposed by law or constrained by grantors, contributors, or laws and regulations of other governments.

3. Committed Fund Balance – amounts that can only be used for specific purposes determined by resolution of the City's highest level of decision-making authority, the City Council. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through a resolution. The resolution must occur prior to the end of the reporting period; however, the amount can be determined subsequently.

4. Assigned Fund Balance - amounts that are constrained by the City's *intent* to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. The intent can be expressed by the City Council itself or by an official to which the governing body has delegated the authority.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

J. Fund Balance (Continued)

5. Unassigned Fund Balance - the residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories. This amount is reported only in the General Fund except in cases of negative fund balance. Negative fund balances in other governmental funds are reported as Unassigned Fund Balance.

The City Council establishes, modifies or rescinds fund balance commitments and assignments by passage of an ordinance or resolution. Assignments may be established and modified by the City Council, City Manager, or Finance Director.

The accounting policies of the City consider restricted fund balance to have been spent first when expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts. This Fund Balance policy was established by the City Council June 20, 2011.

K. Net Position

In governmental-wide and proprietary fund financial statements, net positions are categorized as follows:

Net Investment in Capital Assets - This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of those assets and retention payable.

Restricted - This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted - This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

When expenses are incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first, then unrestricted net position as they are needed.

L. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs (other than quoted prices included within Level 1) that are observable for an asset or liability, either directly or indirectly.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

L. Fair Value Measurements (Continued)

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

M. Encumbrances

The City uses an encumbrance system as an extension of normal budgetary accounting for governmental funds. Under this system purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of applicable appropriations. Encumbrances outstanding at year-end are recorded as restricted, committed or assigned fund balance, depending on the classification of the resources to be used to liquidate the encumbrance, since they do not constitute expenditures or liabilities. Outstanding encumbrances at year-end are automatically re-appropriated for the following year. Unencumbered and unexpended appropriation lapse at year end except for capital which is rolled to the next fiscal year until project completion. Encumbrances outstanding as of June 30, 2021 were as listed below:

	Amount
General Fund	$ 16,609,498
Measure N	1,205,672
Housing & Community Grants	127,983
Non-Major Governmental Funds	34,946,498
	$ 52,889,651

N. Implementation of Accounting Pronouncements

The following GASB Statements has been implemented in the current financial statements:

GASB Statement No. 84, *Fiduciary Activities*.

The objective of the Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The City has implemented this statement for the June 30, 2021 year end.

GASB Statement No. 90, *Majority Equity Interests*.

The primary objectives of this statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. The provisions of this statement are effective for fiscal year 2020-21. There was no effect on the financial statements as a result of implementing this statement.

GASB Statement No. 93, *Replacement of Interbank Offered Rates* (IBOR)

The objective of this statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. The provisions of this statement are effective for fiscal year 2020-21. There was no effect on the financial statements as a result of implementing this statement.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

N. Implementation of Accounting Pronouncements (Continued)

GASB Statement No. 98, *The Annual Comprehensive Financial Report*

This Statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. Those provision are effective for fiscal years ending after December 15, 2021. The City has elected early implementation. Application of this statement did not have a material effect on the City's financial statements for the fiscal year ending June 30, 2021.

O. Future GASB Pronouncements

The following GASB Statements will be implemented in future financial statements:

GASB Statement No. 87, *Leases.*

The objective of the Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. The provisions of this statement are effective for fiscal year 2021-22. The City has elected not to implement GASB Statement No. 87 early and has not determined its effects on the City's financial statements.

GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*

The objectives of this statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period. The provisions of this statement are effective for fiscal year 2021-22. The City has elected not to implement GASB Statement No. 89 early and has not determined its effects on the City's financial statements.

GASB Statement No. 91, *Conduit Debt Obligations*

The primary objectives of this statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. The provisions of this statement are effective for fiscal year 2022-23. The City has elected not to implement GASB Statement No. 91 early and has not determined its effects on the City's financial statements.

GASB Statement No. 92, *Omnibus 2020*

The objectives of this statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This statement addresses a variety of topics. The provisions of this statement are effective for fiscal year 2021-22. The City has elected not to implement GASB Statement No. 92 early and has not determined its effects on the City's financial statements.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

The primary objective of this statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). The provisions of this statement are effective for

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

O. Future GASB Pronouncements (Continued)

fiscal year 2022-23. The City has elected not to implement GASB Statement No. 94 early and has not determined its effects on the City's financial statements.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*

This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). The provisions of this statement are effective for fiscal year 2022-23. The City has elected not to implement GASB Statement No. 96 early and has not determined its effects on the City's financial statements.

GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation*

The primary objectives of this statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. The provisions of this statement are effective for fiscal year 2021-22; paragraphs 4 and 5 were effective in fiscal year 2019-20. The City has elected not to implement GASB Statement No. 97 early (other than paragraphs 4 and 5) and has not determined its effects on the City's financial statements.

P. New Funds

During fiscal year 2020-21, the City created the American Rescue Fund to account for federal funds received due to the passage of the American Rescue Plan Act. This fund is a major governmental fund.

NOTE 2 - BUDGETS AND BUDGETARY ACCOUNTING

A. Budgetary Information

Annual budgets are legally required to be adopted by the City Council for all funds to provide for operations, debt service, and capital expenditures of the City. Special Revenue Fund revenues are budgeted by entitlements, subventions, and grants; expenditures and transfers are budgeted based upon available fund resources, which include amounts for encumbrances from prior periods. The City adopts an operating budget for the General Fund; all Special Revenue Funds; all Debt Service Funds and all Capital Projects Funds.

Budgetary controls are set by the City Council within State guidelines. The budgetary basis of accounting is consistent with accounting principles generally accepted in the United States of America applicable to the City's financial statements.

NOTE 2 - BUDGETS AND BUDGETARY ACCOUNTING (Continued)

A. Budgetary Information (Continued)

The City Council adopts an operating budget at the beginning of the City's fiscal year. The resolution approving the budget authorizes the City Manager to transfer appropriations within fund budgets including salary, capital accounts, and staffing levels provided that total appropriations are not increased. The legally adopted budget requires expenditures not to exceed total appropriations in each fund. Therefore, budget control is at the fund level, and resides with the Department Head responsible for that fund. The City Council is required to intervene to increase or decrease the adopted budget. Also, City Council approval is required to spend reserves from any fund.

The City adopts a two-year budget. The operating and capital expenditures have two mid-year reviews in each March and one mid-cycle review in June. The City Council is authorized to make appropriation adjustments to the budget during the year as deemed necessary.

B. Excess of Expenditures

The expenditures of the funds below exceeded their appropriated expenditures as follows. However, sufficient additional resources were available to fund these expenditures.

Non-Major Funds:	
Special Revenue Funds:	
Northeast Area	$ 84,794
Grant & Loan Funds	19,428
Golf Course	5,696
Oak Tree Preservation	13,301
Conservation	58
Capital Projects Funds:	
Public Safety Impact Fee	$ 1,897
Parking District	14,801
Facility Improvements	184
Civic Center	4,702
Sports Complex	136
Animal Control Reserve	59

NOTE 3 - CASH AND INVESTMENTS

The City pools cash from all sources and all funds, except Cash with Fiscal Agents, so that it can be invested at the maximum yield, consistent with safety and liquidity, while individual funds can make expenditures at any time. Investments are carried at fair value.

The City's cash and cash equivalents for statement of cash flows purposes are considered to be cash on hand, demand deposits, restricted cash, and investments held in a cash management investment pool.

Cash and investments as of June 30, 2021, are classified in the Statement of Net Position as follows:

NOTE 3 - CASH AND INVESTMENTS (Continued)

Government-Wide Statement of Net Position:	
Cash and Investments	$ 389,690,109
Restricted Cash and Investments	4,623,900
Fiduciary Funds Statement of Net Position:	
Cash and Investments	638,636
Restricted Cash and Investments	489,072
Total Cash and Investments	$ 395,441,717

Cash and investments as of June 30, 2021, consist of the following:

Cash on hand	$ 11,982
Deposits with financial institutions	20,399,941
Investments	375,029,794
Total Cash and Investments	$ 395,441,717

A. Investments Authorized by the California Government Code and the City of Visalia's Investment Policy

The table below identifies the **investment types** that are authorized for the City of Visalia by the California Government Code (or the City of Visalia's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City of Visalia's investment policy, where more restrictive) that addresses **interest rate risk**, **credit risk**, and **concentration of credit risk**. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements with the City of Visalia, rather than the general provisions of the California Government Code or the City of Visalia's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage Of Portfolio *	Maximum Investment In One Issuer	Credit Risk
Local Agency Bonds	5 years	None	None	None
U.S. Treasury Obligations	5 years	None	None	None
U.S. Agency Securities	5 years	None	None	None
Banker's Acceptances	180 days	40%	30%	None
Commercial Paper	270 days	25%	10%	AAA/Aaa
Negotiable Certificates of Deposit	5 years	30%	None	None
Repurchase Agreements	1 year	20%	None	None
Reverse Repurchase Agreements	92 days	20% of base value	None	None
Medium-Term Notes	5 years	30%	None	A
Mutual Funds	5 years	20%	10%	AAA/Aaa
Money Market Mutual Funds	N/A	20%	10%	AAA/Aaa
Mortgage Pass-Through Securities	5 years	20%	None	None
County Pooled Investment Funds	N/A	None	None	None
Managed Investment Pools (CAMP)	N/A	None	None	None
Local Agency Investment Fund (LAIF)	N/A	None	$75M	None

* Excluding amounts held by bond trustees that are not subject to California Government Code restrictions.

NOTE 3 - CASH AND INVESTMENTS (Continued)

B. Investments Authorized by Debt Agreements

Investment of debt proceeds held by the bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City of Visalia's investment policy. The table below identifies the **investment types** that are authorized for investments held by the bond trustee. The table also identifies certain provisions of these debt agreements that address **interest rate risk**, **credit risk**, and **concentration of credit risk**.

Authorized Investment Type	Maximum Maturity	Maximum Percentage Of Portfolio	Maximum Investment In One Issuer
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	20%	None
Money Market Mutual Funds	N/A	None	None
Mortgage Pass-Through Securities	5 years	20%	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Investment Contracts	30 years	None	None

C. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City of Visalia manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. The City of Visalia monitors the interest rate risk inherent in its portfolio by measuring the weighted average maturity of its portfolio. The City of Visalia has no specific limitations with respect to this metric.

Investment Type	Balance at 06/30/2021	Weighted Average Maturity (in Days)	% of Investments
Federal Agency Securities	$ 139,885,276	220.22	37.30%
U.S. Treasuries	26,441,664	40.71	7.05%
Local Agency Investment Fund	87,331,151	-	23.29%
California Asset Management Program	15,002,304	-	4.00%
Corporate Medium-Term Notes	62,654,613	138.84	16.71%
Municipal Bonds	42,839,418	67.98	11.42%
Local Agency Bonds	377,623	2.40	0.10%
Held by Bond Trustee:			
Money Market Funds	497,745	0.48	0.13%
Total	$ 375,029,794		

NOTE 3 - CASH AND INVESTMENTS (Continued)

D. Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

As of June 30, 2021, and during the 2020-2021 fiscal year, the City of Visalia did not hold or purchase investments that were highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above), such as interest only treasury strips or mortgage-backed securities.

E. Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City of Visalia's investment policy, or debt agreements, and the actual rating as of year-end for each investment type. The column marked "not rated" identifies those investment types for which GASB Statement No. 40 does not require disclosure as to credit risk:

Investment Type		Minimum Legal Rating	*Moody's Rating*	*Standard & Poors Rating*	*% of Portfolio*
Federal Agency Securities	$ 139,885,276	N/A	Aaa	AA+	37.30%
U.S. Treasuries	26,441,664	N/A	Aaa	Not Rated	7.05%
Corporate Medium-Term Notes	1,036,930	A	Aa2	AA	0.28%
Corporate Medium-Term Notes	3,000,767	A	A1	AA	0.80%
Corporate Medium-Term Notes	9,250,190	A	A1	AA-	2.47%
Corporate Medium-Term Notes	7,276,849	A	A1	A+	1.94%
Corporate Medium-Term Notes	3,003,600	A	A2	A+	0.80%
Corporate Medium-Term Notes	8,532,090	A	A1	A	2.28%
Corporate Medium-Term Notes	11,743,023	A	A2	A	3.13%
Corporate Medium-Term Notes	2,051,940	A	A1	A-	0.55%
Corporate Medium-Term Notes	9,199,222	A	A2	A-	2.45%
Corporate Medium-Term Notes	2,494,612	A	A3	A-	0.67%
Corporate Medium-Term Notes	5,065,390	A	A2	BBB+	1.35%
Local Agency Investment Fund	87,331,151	N/A	Not Rated	Not Rated	23.29%
California Asset Management Prograı	15,002,304	N/A	Not Rated	Not Rated	4.00%
Municipal Bonds	3,490,493	A	Aaa	AAA	0.93%
Municipal Bonds	2,894,268	A	Not Rated	AA+	0.77%
Municipal Bonds	3,496,418	A	Aa1	AA	0.93%
Municipal Bonds	27,956,875	A	Aa2	AA-	7.45%
Municipal Bonds	5,001,364	A	Not Rated	SP-1	1.33%
Local Agency Bonds	377,623	N/A	Not Rated	Not Rated	0.10%
Held by Bond Trustee:					
Money Market Funds	497,745	A	Aaa-mf	AAAm	0.13%
Total	$ 375,029,794				100.00%

F. Concentration of Credit Risk

The investment policy of the City of Visalia contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. Investments in any one issuer (other than external investment pools and debt explicitly guaranteed by the U.S. government) that represents 5% or more of the total City of Visalia investments are as follows:

NOTE 3 - CASH AND INVESTMENTS (Continued)

F. Concentration of Credit Risk (Continued)

Issuer	Investment Type	Reported
Federal Home Loan Bank	Federal Agency Securities	$ 53,991,966
Federal Farm Credit Bank	Federal Agency Securities	27,405,758
Federal National Mortgage Association	Federal Agency Securities	32,529,220
Federal Home Loan Mortgage Corporation	Federal Agency Securities	25,958,332
U.S. Treasuries	U.S. Treasuries	26,441,664
State of California Bonds	Municipal Bonds	34,988,205
Total		$ 201,315,145

G. Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City of Visalia's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

GASB Statement No. 40 requires that the following disclosure be made with respect to custodial credit risks relating to deposits and investments: none of the City of Visalia's deposits with financial institutions in excess of federal depository insurance limits were held in uncollateralized accounts. As of June 30, 2021, none of the City of Visalia investments were held by the broker-dealer (counterparty) that was used by the City of Visalia to buy the securities.

H. Investment in State Investment Pool

The City of Visalia is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City of Visalia's investment in this pool is reported in the accompanying financial statements at amounts based upon the City of Visalia's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

The State Treasurer's Office reports its investments at fair value. The fair value of securities in the State Treasurer's pooled investment program, including LAIF, generally is based on quoted market prices. The State Treasurer's Office performs a quarterly fair market valuation of the pooled investment program portfolio. In addition, the State Treasurer's Office performs a monthly fair market valuation of all securities held against carrying cost. At June 30, 2021, these investments matured in an average of 291 days. These valuations and financial statements are posted to the State Treasurer's Office website at www.treasurer.ca.gov

NOTE 3 - CASH AND INVESTMENTS (Continued)

I. Investment in California Asset Management Program

The City of Visalia is a voluntary participant in the California Asset Management Program (CAMP), which is a permitted investment under California Government Code 53601(p). CAMP is directed by a Board of Trustees, which is made up of experienced local government finance directors and treasurers.

J. Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a summary of the fair value hierarchy of the fair value of investments of the City as of June 30, 2021:

Investments by Fair Value Level	Level 1	Level 2	Total
Federal Agency Securities	$ -	$ 139,885,276	$ 139,885,276
U.S. Treasuries	26,441,664	-	26,441,664
Corporate Medium-Term Notes	-	62,654,613	62,654,613
Municipal Bonds	-	42,839,418	42,839,418
Held by Bond Trustee:			
Money market funds	-	497,745	497,745
Subtotal	$ 26,441,664	$ 245,877,052	272,318,716
Investments Measured at Amortized Cost			
Local Agency Bonds			377,623
Local Agency Investment Fund			87,331,151
California Asset Management Program			15,002,304
Total Investments			$ 375,029,794

U.S. Treasuries totaling $26.4 million, classified in Level 1 of the fair value hierarchy, are valued at quoted prices in active markets for identical assets. Federal agency securities totaling $139.9 million, corporate medium-term notes totaling $62.7 million and municipal bonds totaling $42.8 million, classified in Level 2 of the fair value hierarchy, are valued using a matrix pricing technique. Matrix pricing is the process of estimating the fair value price of a bond based on the quoted prices of more frequently traded comparable bonds. The Local Agency Investment Fund and California Asset Management Program are classified as exempt in the fair value hierarchy. Local Agency Bonds and Money Market Funds held by the bond Trustee are reported at amortized cost.

NOTE 4 - INTERFUND TRANSACTIONS

A. Transfers Among Funds

With City Council approval, resources may be transferred from one City fund to another. Transfers are used in cases when a fund subsidizes another fund as in the case of the General Fund subsidizing the Convention Center, Animal Control, and Baseball Funds. Transfers are also used between Funds to fund capital projects and debt service payments. Transfers between funds during the fiscal year ended June 30, 2021, were as follows:

Fund Receiving Transfer	Fund Making Transfer	Amount Transferred	
Governmental Funds:			
General Fund	Compensated Absences - Internal Services	$ 20,979	(B)
General Fund	Grant & Loan Funds - Special Revenue	127,545	(B)
Housing & Community Grants	General Fund	23,966	(B)
Debt Service Funds:			
VPFA 2014 Refunding COP	General Fund	127,504	(C)
2015 COP	General Fund	592,059	(C)
2015 COP	Public Safety Impact Fee - Capital Projects	415,167	(C)
2015 COP	Measure T Police - Special Revenue	151,477	(C)
Capital Projects Funds:			
Civic Center	General Fund	12,241,231	(A)
GOVERNMENTAL Funds Sub-Total		13,699,928	
Enterprise Funds:			
Baseball	General Fund	260,971	(B)
Animal Control	General Fund	859,571	(B)
Animal Control	General Fund	567,328	(C)
Convention Center	General Fund	250,000	(A)
Convention Center	General Fund	688,257	(B)
Convention Center	General Fund	1,092,280	(C)
Storm Sewer Maintenance	Kaweah Lake and Local Storm Water Maintenance - Special Revenue	300,000	(B)
ENTERPRISE Funds Sub-Total		4,018,407	
	TOTAL TRANSFERS	$ 17,718,335	

(A) To fund capital expenses
(B) To fund operating expenses
(C) To fund debt service payments

NOTE 4 - INTERFUND TRANSACTIONS (Continued)

B. Long-Term Interfund Advances

At June 30, 2021, the funds below had advance balances which were not expected to be repaid within the next year.

	Advances From Other Funds	Advances To Other Funds
General Fund	$ -	$ 2,912,062
Special Revenue Funds:		
Special Service Districts (Landscape & Lighting) (a)	963,198	-
Measure R - Regional (b)	521,921	-
Capital Projects Funds:		
Government Facilities Impact Fee (Library) (c)	59,659	-
Enterprise Funds:		
Airport (d)	1,367,284	-
Total Advances	$ 2,912,062	$ 2,912,062

The repayment plans for each of the above advances are as follows:

(a) To be repaid through higher assessment fees.
(b) To be repaid from future Measure R Sales Tax.
(c) To be repaid from future impact fees.
(d) To be repaid from future Airport grant reimbursments.

C. Due to/from Other Funds

As of June 30, 2021, the General Fund provided $4,980 to the Housing & Community Grants Fund which is expected to be repaid within the next year.

D. Internal Balances

Internal balances are presented in the Government-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

NOTE 5 - NOTES AND LOANS RECEIVABLE

A. Current Year Transactions and Balances

	Ref #	Issue Date	Maturity	Balance at June 30, 2020	Additions	Repayments	Balance at June 30, 2021
GOVERNMENTAL ACTIVITIES							
General Fund							
Visalia Successor Agency	-	-	-	$ 12,068,590	$ 362,058	$ -	$ 12,430,648
Visalia Investment Associates	13010-J13044	April 2004	June 2034	333,103	-	16,254	316,849
Frank Golden	13010-J13081	May 2015	June 2021	5,328	-	5,328	-
Poonam Verma	13010-B50956	Dec 2015	June 2021	7,262	-	7,262	-
Déjà Vu LP B153025	13010-J13084	Jan 2018	June 2023	23,768	-	7,923	15,845
Déjà Vu LP B153018	13010-J13085	Jan 2018	June 2023	139,220	-	46,406	92,814
Déjà Vu LP B153023	13010-J13086	Jan 2018	June 2023	60,031	-	20,010	40,021
101 NW 5th (SHE)	13010-R93009	Nov 2018	Nov 2063	32,000	-	1,422	30,578
105 NW 5th (SHE)	13010-R93010	Nov 2018	Nov 2063	32,000	-	1,422	30,578
Subtotal General Fund				12,701,302	362,058	106,027	12,957,333
Housing & Community Grants							
1001 N Jacob (TCHA)	13010-R94101	May 1996	May 2024	9,800	-	2,400	7,400
Fairview Village (KMC)	13010-R94707	Dec 1994	Dec 2034	120,000	-	-	120,000
Robinwood	13010-J13503	April 2007	April 2036	693,320	-	43,332	649,988
1627 S Garden Public Facilty	13010-J13505	Aug 2019	Aug 2039	400,000	-	20,000	380,000
1627 S Garden Public Facilty	13010-J13505	Aug 2019	Aug 2039	225,000	40,000	13,250	251,750
101 N Strawberry	13010-R93003	June 2015	Dec 2045	429,150	-	-	429,150
SHE 517-519 N Encina	13010-R93007	May 2018	May 2048	436,656	-	-	436,656
Visalia Senior Housing III	13010-J13057	Jan 2007	Jan 2062	2,720,193	-	-	2,720,193
Court & Paradise Apts	13010-J13504	Nov 2010	Nov 2066	500,000	-	-	500,000
Highland Gardens	13010-R92000	Sep 2015	Dec 2070	1,980,000	-	-	1,980,000
101 NW 5th (SHE)	13010-R93009	Aug 2019	When Sold	206,679	-	-	206,679
105 NW 5th (SHE)	13010-R93010	Aug 2019	When Sold	223,629	-	-	223,629
113 NW 5th (SHE)	13010-R93011	Aug 2019	When Sold	222,952	-	-	222,952
111 NW 5th (SHE)	13010-R93012	Aug 2019	When Sold	203,119	-	-	203,119
1105 N Court (SHE)	13010-R93008	Aug 2019	When Sold	217,419	-	-	217,419
Habitat for Humanity Assigned	13411	Various	Various	191,141	-	15,660	175,481
NSP	13418	Various	Various	606,664	-	31,179	575,485
CDBG	13411	Various	Various	893,408	-	75,312	818,096
Cal Home	13412	Various	Various	561,332	-	-	561,332
HOME	13412	Various	Various	2,326,292	-	308,092	2,018,200
Subtotal Housing & Community Grants				13,166,754	40,000	509,225	12,697,529
Housing Successor Agency							
Visalia Successor Agency	-	-	-	1,168,076	-	319,510	848,566
Town Meadows (1)	13010-J13030	April 2001	April 2025	114,000	-	-	114,000
Kaweah Management (1)	13010-J13019	June 1996	Nov 2025	250,000	-	-	250,000
Encina Triplex	13010-J13066	Aug 2008	Aug 2048	279,697	-	6,418	273,279
Kimball Court (1)	13010-J13020	Aug 1999	Aug 2054	929,262	-	323,824	605,438
Downtown Senior Housing (1)	13010-J13035	April 2002	April 2057	900,000	-	-	900,000
Tulare County Housing Authority (1)	13010-J13040	Aug 2003	Aug 2058	34,545	-	909	33,636
Mill Creek Parkway $1.5M (KMC)	13010-R09029	Mar 2006	Mar 2061	1,145,354	-	27,936	1,117,418
Mill Creek Parkway $3.0M (KMC)	13010-R09027	Oct 2015	Oct 2070	2,781,818	-	54,545	2,727,273
Kaweah Management - East (1)	13010-J13067	Sep 2009	June 2065	472,708	-	-	472,708
Court & Paradise Apts	13010-J13504	Nov 2010	Nov 2066	500,000	-	-	500,000
617 & 619 Santa Fe (KMC)	13010-R09028	July 2017	July 2072	150,000	-	-	150,000
517-519 N Encina (SHE)	13010-R93007	May 2018	May 2074	100,000	-	-	100,000
111 NW 5th (SHE)	13010-R93011	Nov 2018	Nov 2063	32,000	-	1,422	30,578
113 NW 5th (SHE)	13010-R93012	Nov 2018	Nov 2063	32,000	-	1,422	30,578
1105 N Court (SHE)	13010-R93008	Nov 2018	Nov 2063	32,000	-	1,422	30,578
1029 W Goshen	13418-R89000	Jan 2011	Jan 2066	136,048	-	2,953	133,095
East Visalia Redevelopment	13413	Various	Various	32,461	-	-	32,461
Habitat for Humanity Assigned	13417	Various	Various	728,951	-	52,701	676,250
Housing Fund	13418	Various	Various	103,745	-	4,435	99,310
Subtotal Housing Successor Funds				9,922,665	-	797,497	9,125,168

NOTE 5 - NOTES AND LOANS RECEIVABLE (Continued)

	Ref #	Issue Date	Maturity	Balance at June 30, 2020	Additions	Repayments	Balance at June 30, 2021
Transportation Fund							
Central Ca Conf Assoc (B090414)	13010-J13088	Nov 2018	June 2024	20,112	-	5,047	15,065
Dillon Ent (B170632)	13010-J13089	Dec 2018	June 2024	200,000	-	50,000	150,000
COGO Prop (B180570)	13010-J13090	Aug 2018	June 2024	14,014	-	3,504	10,510
TRD Plaza LLC (B182646)	13010-J13091	May 2019	June 2025	33,374	-	6,675	26,699
El Centro Corner (B183341)	13010-J13092	May 2019	June 2025	238,163	-	47,633	190,530
McAuliff Center (B163300)	13010-J13093	Jan 2019	June 2025	389,316	-	389,316	-
NW Visalia Senior (B173132)	13010-J13094	Oct 2019	June 2025	251,280	-	50,256	201,024
J Beast LP (B193168)	13010-J93168	July 2020	June 2026	-	140,932	-	140,932
J Beast LP (B193169)	13010-J93169	July 2020	June 2026	-	79,829	-	79,829
Subtotal Transportation Fund				1,146,259	220,761	552,431	814,589
Parking District Fund							
Barrell House Brewing	13010-J13083	April 2017	June 2023	12,891	-	6,357	6,534
Comfort Suites	13010-J13038	Oct 2002	Oct 2032	137,524	-	10,115	127,409
Subtotal Parking District Fund				150,415	-	16,472	133,943
Waterways Fund							
Imagine U Museum	13010-J13082	Dec 2016	Dec 2046	167,048	-	3,679	163,369
Subtotal Waterways Fund				167,048	-	3,679	163,369
Govt Facilities Impact Fee Fund							
Central Ca Conf Assoc (B090414)	13010-J13088	Nov 2018	June 2024	583	-	142	441
TRD Plaza LLC (B182646)	13010-J13091	May 2019	June 2025	4,893	-	979	3,914
El Centro Corner (B183341)	13010-J13092	May 2019	June 2025	1,265	-	253	1,012
J Beast LP (B193168)	13010-J93168	July 2020	June 2026	-	74,994	-	74,994
J Beast LP (B193169)	13010-J93169	July 2020	June 2026	-	36,840	-	36,840
Subtotal Govt Facilities Impact Fee Fund				6,741	111,834	1,374	117,201
Public Safety Impact Fee Fund							
TRD Plaza LLC (B182646)	13010-J13091	May 2019	June 2025	9,222	-	1,845	7,377
El Centro Corner (B183341)	13010-J13092	May 2019	June 2025	15,853	-	3,170	12,683
J Beast LP (B193168)	13010-J93168	July 2020	June 2026	-	46,578	-	46,578
Subtotal Public Safety Impact Fee Fund				25,075	46,578	5,015	66,638
Storm Sewer Construction Fund							
TRD Plaza LLC (B182646)	13010-J13091	May 2019	June 2025	967	-	193	774
El Centro Corner (B183341)	13010-J13092	May 2019	June 2025	1,037	-	208	829
J Beast LP (B193168)	13010-J93168	July 2020	June 2026	-	3,289	-	3,289
Subtotal Storm Sewer Construction Fund				2,004	3,289	401	4,892
Civic Center Fund							
Imagine U Museum	13010-J13082	Dec 2016	Dec 2046	136,675	-	3,010	133,665
Subtotal Civc Center Fund				136,675	-	3,010	133,665
Subtotal Governmental Activities				37,424,938	784,520	1,995,131	36,214,327
BUSINESS - TYPE							
Water Reclamation Facility Fund							
Central Ca Conf Assoc (B090414)	13010-J13088	Nov 2018	June 2024	7,730	-	1,919	5,811
TRD Plaza LLC (B182646)	13010-J13091	May 2019	June 2025	2,319	-	464	1,855
El Centro Corner (B183341)	13010-J13092	May 2019	June 2025	14,021	-	2,804	11,217
NW Visalia Senior (B173132)	13010-J13094	Oct 2019	June 2025	62,760	-	12,552	50,208
120 W Main St (B150085)	13010-J13095	May 2015	June 2025	24,663	-	4,933	19,730
J Beast LP (B193168)	13010-J93168	July 2020	June 2026	-	66,499	-	66,499
J Beast LP (B193169)	13010-J93169	July 2020	June 2026	-	4,176	-	4,176
Subtotal Water Reclamation Facility Fund				111,493	70,675	22,672	159,496
FIDUCIARY							
Successor Agency							
Willow Street Parking Structure	13010-J13015	-	-	167,023	-	20,480	146,543
Subtotal Successor Agency				167,023	-	20,480	146,543
Total				$ 37,703,454	$ 855,195	$ 2,038,283	$ 36,520,366

Note: (1) Repayment is based on residual cash flow from operations. To the extent there is excess revenues, the developer is required to repay all accrued interest and principal annually.

NOTE 5 - NOTES AND LOANS RECEIVABLE (Continued)

B. Notes Receivable

The City loans monies for various purposes in the course of its operations. The General Fund holds notes receivable for deferred impact fees and land sales. The Parking District holds notes relating to payment of downtown parking in-lieu fees. Various housing funds hold notes related to housing development. The Housing Successor Agency loans are mainly for developers who develop housing projects for low-income persons which meet affordability requirements. At June 30, 2021, these notes receivable totaled $36,520,366 in the following funds: $12,957,333 in the General Fund, $12,697,529 in Housing & Community Grants, $9,125,168 in the Housing Successor Agency Fund, $814,589 in the Transportation Fund, $133,943 in the Parking District Fund, $163,369 in the Waterways Fund, $117,201 in the Government Facilities Impact Fee Fund, $66,638 in the Public Safety Impact Fee Fund, $4,892 in the Storm Sewer Construction Fund, $133,665 in the Civic Center Fund, $159,496 in the Water Reclamation Facility Fund, and $146,543 in the Fiduciary Successor Agency.

C. Loans Receivable

The City uses several sources of funds to provide financial assistance, mainly in the form of loans to low and moderate income residents. The three funding sources are:

The *Community Development Block Grant* (CDBG) has provided low-interest loans to rehabilitate or purchase affordable housing, as well as to rehabilitate rental properties that house low income residents. The outstanding balance of these loans was $818,096 at June 30, 2021.

The *Home Investment Partnerships Grant* (HOME) has provided low-interest loans to rehabilitate or purchase affordable housing, as well as to rehabilitate rental properties that house low income residents. The outstanding balance of these loans was $2,018,200 at June 30, 2021.

The *Housing Successor Agency* holds loans made by the former Redevelopment Agency which provided low-interest loans to rehabilitate or purchase affordable housing as well as to rehabilitate rental properties that house low income residents. The outstanding balance of these loans was $8,276,602 at June 30, 2021.

NOTE 6 - CAPITAL ASSETS

A. Capital Assets Additions and Retirements

	Balance July 1, 2020 Restated	Additions	Retirements	Transfers	Balance June 30, 2021
GOVERNMENTAL ACTIVITIES:					
Capital assets not being depreciated					
Land	$ 42,021,038	$ 481,320	$ (926,202)	$ -	$ 41,576,156
Construction in progress	22,990,186	8,688,597	(345,078)	(9,884,694)	21,449,011
	65,011,224	9,169,917	(1,271,280)	(9,884,694)	63,025,167
Capital assets being depreciated					
Buildings	62,476,948	-	-	-	62,476,948
Improvements other than buildings	88,282,384	362,609	-	1,432,721	90,077,714
Machinery, equipment and vehicles	11,541,552	1,211,198	(48,635)	1,237,533	13,941,648
Infrastructure - streets, traffic signals & signs	239,609,591	8,057,394	(362,747)	7,215,780	254,520,018
	401,910,475	9,631,201	(411,382)	9,886,034	421,016,328
Accumulated depreciation					
Buildings	(14,667,945)	(1,289,248)	-	-	(15,957,193)
Improvements other than buildings	(26,377,329)	(2,275,718)	-	-	(28,653,047)
Machinery, equipment and vehicles	(7,175,852)	(503,626)	45,387	-	(7,634,091)
Infrastructure - streets, traffic signals & signs	(88,504,880)	(5,550,003)	741,466	-	(93,313,417)
	(136,726,006)	(9,618,595)	786,853	-	(145,557,748)
Governmental Capital Asset Activity, Net	$ 330,195,693	$ 9,182,523	$ (895,809)	$ 1,340	$ 338,483,747
INTERNAL SERVICE FUND ACTIVITIES:					
Capital assets not being depreciated					
Land	$ -	$ -	$ -	$ -	$ -
Construction in progress	-	-	-	-	-
	-	-	-	-	-
Capital assets being depreciated					
Buildings	654,910	-	-	-	654,910
Improvements other than buildings	218,785	-	-	-	218,785
Machinery, equipment and vehicles	34,460,921	674,175	(955,845)	2,688	34,181,939
	35,334,616	674,175	(955,845)	2,688	35,055,634
Accumulated depreciation					
Buildings	(589,910)	-	-	-	(589,910)
Improvements other than buildings	(162,273)	(7,159)	-	-	(169,432)
Machinery, equipment and vehicles	(20,273,348)	(2,172,354)	889,814	-	(21,555,888)
	(21,025,531)	(2,179,513)	889,814	-	(22,315,230)
Internal Service Fund Capital Asset Activity, Net	$ 14,309,085	$ (1,505,338)	$ (66,031)	$ 2,688	$ 12,740,404
BUSINESS-TYPE ACTIVITIES:					
Capital assets not being depreciated					
Land	$ 26,148,966	$ -	$ -	$ -	$ 26,148,966
Construction in progress	5,948,553	3,097,592	(263,535)	(246,359)	8,536,251
	32,097,519	3,097,592	(263,535)	(246,359)	34,685,217
Capital assets being depreciated					
Buildings	54,067,102	-	-	-	54,067,102
Improvements other than buildings	230,953,578	270,555	-	216,590	231,440,723
Machinery, equipment and vehicles	69,346,061	8,157,379	(1,756,181)	25,741	75,773,000
Infrastructure - sewer and storm drainage	148,938,189	3,422,274	-	-	152,360,463
	503,304,930	11,850,208	(1,756,181)	242,331	513,641,288
Accumulated depreciation					
Buildings	(19,787,002)	(1,178,941)	-	-	(20,965,943)
Improvements other than buildings	(62,641,105)	(4,694,537)	-	-	(67,335,642)
Machinery, equipment and vehicles	(46,501,805)	(3,541,609)	1,533,009	-	(48,510,405)
Infrastructure - sewer and storm drainage	(32,679,016)	(1,885,867)	-	-	(34,564,883)
	(161,608,928)	(11,300,954)	1,533,009	-	(171,376,873)
Business-type Capital Asset Activity, Net	$ 373,793,521	$ 3,646,846	$ (486,707)	$ (4,028)	$ 376,949,632

NOTE 6 - CAPITAL ASSETS (Continued)

B. Capital Assets Additions and Retirements

Depreciation expense is charged to functions and programs based on their usage of the related assets. The accounts allocated to each function or programs are as follows:

Governmental Activities		
General Government	$	5,332,732
Housing & Community Grants		5,165
Public Works		1,907,624
Public Safety:		
Police		442,823
Fire		407,403
Community Services		1,522,848
Capital Assets Held by the City's Internal Service Funds are Charged to the Various Functions Based on their Usage of the Assets		2,179,513
Total Governmental Activities	$	11,798,108
Business-Type Activities		
Convention Center	$	748,728
Airport		324,488
Water Reclamation Facility		5,484,508
Storm Sewer Maintenance		811,401
Solid Waste		933,376
Transit		2,720,394
Building Safety		16,562
Animal Control		171,982
Baseball		89,515
Total Business-Type Activities	$	11,300,954

NOTE 7 - LONG-TERM OBLIGATIONS

A. Current Year Transactions and Balances

	Original Issue Amount	Balance at June 30, 2020	Additions	Retirements	Balance at June 30, 2021	Due Within One Year
Governmental Activity Debt						
Certificates of Participation:						
2015 COP	$ 13,121,230	$ 9,648,610	$ -	$ (783,904)	$ 8,864,706	$ 824,198
2014 VPFA - Refunding (1)	1,180,800	661,600	-	(98,400)	563,200	102,400
Internal Service Funds						
Compensated Absences	-	5,480,008	736,317	(397,717)	5,818,608	1,231,281
Total Governmental Activity	$ 14,302,030	$ 15,790,218	$ 736,317	$ (1,280,021)	$ 15,246,514	$ 2,157,879
Business-Type Activity Debt						
Certificates of Participation:						
2015 COP	$ 4,788,770	$ 3,521,390	$ -	$ (286,096)	$ 3,235,294	$ 300,802
2014 VPFA - Refunding (1)	6,199,200	3,473,400	-	(516,600)	2,956,800	537,600
Bond Premium	971,504	171,627	-	(55,450)	116,177	-
Notes - Direct Borrowings:						
2014 Clean Water State Revolving Fund Loan	96,434,597	91,705,253	-	(2,439,417)	89,265,836	2,490,645
Lease - Direct Borrowings:						
2012 Animal Control	6,600,000	3,936,746	-	(435,232)	3,501,514	450,377
Compensated Absences	-	1,122,562	223,259	(273,238)	1,072,583	178,623
Total Business-Type Activity	$ 114,994,071	$ 103,930,978	$ 223,259	$ (4,006,033)	$ 100,148,204	$ 3,958,047
Private Purpose Trust Funds						
Redevelopment Agency Tax Allocation Bonds:						
2003 East Visalia District	$ 5,185,000	$ 1,465,000	$ -	$ (185,000)	$ 1,280,000	$ 190,000
Notes - Direct Borrowings:						
2004 RDA - Mooney District	2,707,250	1,275,745	-	(126,764)	1,148,981	132,506
Advances:						
General Fund	-	12,068,591	362,057	-	12,430,648	-
Housing Successor Agency	-	1,168,076	-	(319,510)	848,566	-
Total Private Purpose Trust Funds	$ 7,892,250	$ 15,977,412	$ 362,057	$ (631,274)	$ 15,708,195	$ 322,506

(1) The 2014 VPFA issues were for refunding of the 2005 VPFA Issues, and corresponding debt's proportionate allocation remains at 84% to Business-Type Activities (Convention Center - Enterprise Fund) and 16% to Governmental Activities.

NOTE 7 – LONG-TERM OBLIGATIONS (Continued)

B. Certificates of Participation

On July 2, 2014, the City issued $7,380,000 of 2014 Refunding Certificates of Participation (the Certificates VPFA) to (a) refund all of the City's outstanding 2005 Refunding Certificates of Participation (the "Prior Certificates"), (b) to purchase a municipal bond debt service reserve insurance policy for deposit into a debt service reserve fund established for the Certificates, and (c) to pay the costs related to the execution and delivery of the Certificates, including, but not limited to, the cost of municipal bond insurance. Of this issue, 84% is allocable to the Convention Center and 16% is considered general long-term debt. The term of the refunding is 11 years with an all in total interest cost of 3.02%. Principal payments are due annually on June 1 and interest is due semiannually on June 1 and December 1, commencing December 1, 2014, with the final payment due in the year 2025. The refunding was structured to lower the annual certificate payments and was achieved by taking advantage of historically low interest rates and extend out the final maturity date by 4 years. The refunding resulted in a bond premium of $971,504 for the business-type activities, of which $116,177 remains to be amortized. The City also chose to unencumber the Convention Center, which was the leased asset for the Prior Certificates, and encumber a new asset, which is the City's Riverway Sports Park, with the 2014 Certificates. The lowering of the annual payments and unencumbering of the Convention Center were done to help with a larger future financing issued by the City in September of 2015.

The bonds are limited obligations of the Visalia Public Finance Authority and are payable by the City solely from Lease Payments to be made by the City under the Lease and certain other moneys held under the Trust Agreement. The City has covenanted to budget and appropriate Lease Payments in each fiscal year in consideration of the use and occupancy of the Property from any source of legally available funds, and to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations thereof. Should the City default under the facilities sublease, the trustee, as the assignee of the Authority, may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. Base Rental payments may not be accelerated upon a default under the facilities sublease. No such events of default occurred during the fiscal year ending June 30, 2021.

On September 10, 2015 the City issued $17,910,000 of 2015 Certificates of Participation to (a) construct and equip the Visalia Emergency Communications Center (the VECC), (b) to replace the City's Computer Aided Dispatch and Records Management System (the CAD/RMS), (c) to make certain improvements to the Visalia Convention Center, (d) to purchase a municipal bond debt service reserve insurance policy for deposit into a debt service reserve fund established for the Certificates, and (e) to pay the costs related to the execution and delivery of the Certificates. Of this issue, 27% is allocable to the Convention Center, 10% is allocable to the Measure T Fund, 26% is allocable to Police Impact Fees, and 37% is considered general long-term debt. The term of the certificates is 14 years with an all in total interest cost of 3.14%. Principal and interest payments are payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2015, with the final payment due in the year 2029.

The bonds are limited obligations of the Public Property Financing Corporation of California and are payable by the City solely from Lease Payments to be made by the City under the Lease and certain other moneys held under the Trust Agreement. The City has covenanted to budget and appropriate Lease Payments in each fiscal year in consideration of the use and occupancy of the Property from any source of legally available funds, and to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations thereof. Should the City default under the facilities sublease, the Trustee, as the assignee of the Corporation, may elect either to terminate the Lease and seek to collect personal damages from the City or to maintain the Lease in effect to seek to collect the Lease Payments as they become due. Base Rental payments may not be accelerated upon a default under the facilities sublease. No such events of default occurred during the fiscal year ending June 30, 2021.

NOTE 7 – LONG-TERM OBLIGATIONS (Continued)

C. Lease – Animal Control

On December 1, 2012, the City entered into a lease agreement with Municipal Finance Corporation for $6,600,000 for the acquisition and construction of an animal control facility and shelter. The lease agreement pledges two police substations and the animal control center site for the construction of the animal shelter. The fifteen year lease financing arrangement begins March 2013 at an interest rate of 3.45%. Principal and interest payments are due each September and March with the first payment beginning September 2013 and the final payment due in March 2028.

D. Compensated Absences

The City accounts for compensated absences (unpaid, vacation, sick leave and compensatory time) in accordance with GASB standards. In governmental funds, compensated absences are recorded as expenditures in the year paid, as it is the City's intention to liquidate any unpaid compensated absences at June 30 from future resources, rather than current available financial resources. Accordingly, the unpaid liability for governmental funds is recorded in the Statement of Net Position. In business-type activities and enterprise funds, the unpaid liability is accrued when the liability occurs.

E. Redevelopment Agency Tax Allocation Bonds

On June 18, 2003, the Community Redevelopment Agency (RDA) issued $5,185,000 of 2003 Tax Allocation Refunding Bonds (2003 Bonds) to retire outstanding variable rate 1990 Tax Allocation Bonds and to pay for issuance costs

Tax increment revenue is pledged for the repayment of the 2003 Bonds. Interest ranges from 2.0% to 4.1% and is due semiannually each July 1 and January 1. Commencing 2004, principal is payable each July 1 through 2026.

The bonds are special obligations of the Agency payable solely from the Tax Revenues. The Successor Agency has covenanted in the Indenture to manage its fiscal affairs in a manner which ensures that it will have sufficient Tax Revenues available under the Plan Limitations in the amounts and at the times required to enable the Agency to pay the principal of and interest and premium (if any) on the Bond when due. Should the Successor Agency default, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. I f termination occurs prior to the final maturity of the Bonds; the Issuer shall give notice of such termination in the same manner as for a Listed Event. No such events of default occurred during the fiscal year ending June 30, 2021.

This debt was transferred to the Redevelopment Successor Agency (Private Purpose Trust Fund) on February 1, 2012, as a result of the dissolution of the Visalia Community Redevelopment Agency.

F. Note – WestAmerica Bank Loan – RDA Mooney District

On September 7, 2004, the City approved the refinancing of the remaining balance of the 1993 Mooney Tax Allocation Revenue Bond with a Stockmen's bank loan in the amount of $2,707,250. The bank loan is a variable rate loan, fixed every five years with a floor of 4.30% and a ceiling of 6.00%. The term of the loan is set at 24 years to match the sunset of the Mooney Redevelopment Area in 2028.

This loan is secured by the tax revenues received by the RDA for the project area.

NOTE 7 – LONG-TERM OBLIGATIONS (Continued)

F. Note – WestAmerica Bank Loan – RDA Mooney District (Continued)

Although the note originated with Stockmen's Bank in 2004, as of June 30, 2012, the note is held by WestAmerica Bank.

This debt was transferred to the Redevelopment Successor Agency (Private Purpose Trust Fund) on February 1, 2012, as a result of the dissolution of the Visalia Community Redevelopment Agency.

G. Note – Clean Water State Revolving Fund – Wastewater Conservation Plant Upgrade Project

On March 27, 2014, the City entered into an installment sale agreement with the California State Water Resources Control Board for up to $132,490,000 for a major upgrade to the City's Water Conservation Plant to provide tertiary level treatment to the water being processed. The project is complete and the City's loan balance is set at $96,434,597, which includes $3,854,165 of capitalized interest. The term of the loan is 30 years at an interest rate of 2.1%. Principal and interest payments will be repaid in annual installments commencing on September 13, 2018 and shall be fully amortized by September 13, 2047.

H. Debt Service Requirements

Annual debt service requirements to maturity are shown below for all long-term debt:

	Governmental Activities		Business-Type Activities				
			Direct Borrowings				
For the Year Ending June 30,	Principal	Interest	Principal	Interest	Principal	Interest	Bond Premium
2022	$ 926,598	$ 356,644	$ 2,941,022	$ 1,991,533	$ 838,402	$ 252,718	$ 45,368
2023	968,029	314,095	3,008,998	1,923,557	876,971	214,093	70,809
2024	1,013,123	268,870	3,078,617	1,853,939	916,877	170,817	-
2025	1,066,343	216,884	3,149,922	1,782,634	963,657	123,804	-
2026	1,120,364	162,216	3,222,956	1,709,600	1,014,636	74,346	-
2027-2031	4,333,449	278,126	15,496,886	7,463,908	1,581,551	101,506	-
2032-2036	-	-	15,987,418	5,838,720	-	-	-
2037-2041	-	-	17,738,098	4,088,041	-	-	-
2042-2046	-	-	19,680,484	2,145,656	-	-	-
2047-2048	-	-	8,462,949	267,506	-	-	-
	$ 9,427,906	$ 1,596,835	$ 92,767,350	$ 29,065,094	$ 6,192,094	$ 937,284	$ 116,177

	Private Purpose Trust Fund			
	Direct Borrowings			
For the Year Ending June 30,	Principal	Interest	Principal	Interest
2022	$ 132,506	$ 48,610	$ 190,000	$ 55,025
2023	138,346	42,770	200,000	47,187
2024	144,443	36,673	210,000	38,938
2025	150,719	30,397	220,000	29,750
2026	157,451	23,665	225,000	20,125
2027-2031	425,516	28,133	235,000	10,281
2032-2036	-	-	-	-
2037-2041	-	-	-	-
2042-2046	-	-	-	-
2047-2048	-	-	-	-
	$ 1,148,981	$ 210,248	$ 1,280,000	$ 201,306

NOTE 8 - DEBT WITHOUT CITY COMMITMENT

The City issued a $72,020 bond designated as the, "Limited Obligation Improvement Bonds, Village West Improvement Project, Series 2007" for the unpaid assessments levied upon the Village West Improvement Project special assessment district. The City then purchased the bonds for the City's cash portfolio. The bonds yield 6% and mature on September 2, 2022, and were for the construction of street improvements in the Village West Subdivision. As of June 30, 2021, $5,234 of principal balance, which is repayable out of assessments on property in the Assessment District, remained outstanding.

The City issued a $675,000 bond designated as the "City of Visalia Orchard Walk East and West Undergrounding Utilities Assessment District, Series 2011". The City then purchased the bonds for the City's cash portfolio. The bonds yield 6.75% and mature on September 2, 2026 and were for the construction of underground electrical utilities at the Orchard Walk East and West commercial shopping center. As of June 30, 2021, $225,000 of principal balance, which is repayable out of assessments on property in the Assessment District, remained outstanding.

The City issued a $148,367 bond designated as the "City of Visalia Atwood Street Water Assessment District No. 2014-01, Series 2015-2". The City then purchased the bonds for the City's cash portfolio. The bonds yield 4.00% and mature on September 2, 2030 and were for the construction of improvements for the extension of a California Water main into Atwood Street to provide services to each property as the properties had wells that were beginning to fail. As of June 30, 2021, $90,199 of principal balance, which is repayable out of assessments on property in the Assessment District, remained outstanding.

The City issued a $106,530 bond designated as the "City of Visalia Laura Street Water Assessment District No. 2014-01, Series 2015-2". The City then purchased the bonds for the City's cash portfolio. The bonds yield 4.00% and mature on September 2, 2030 and were for the construction of improvements for the extension of a California Water main into Laura Street to provide services to each property as the properties had wells that were beginning to fail. As of June 30, 2021, $57,189 of principal balance, which is repayable out of assessments on property in the Assessment District, remained outstanding.

Although the City assisted in the issuance of the above debts, it is not obligated in any way to repay this debt and has not reflected the debt in its financial statements.

NOTE 9 - FUND BALANCE CLASSIFICATIONS

GASB Statement No. 34 incorporates the concept of Net Position, which is measured on the full accrual basis of accounting, to the concept of Fund Balance, as amended by GASB Statement No. 54, which is measured on the modified accrual basis of accounting.

A. Fund Balances

Fund balances are presented in the following categories: nonspendable, restricted, committed, assigned, and unassigned (see Note 1 for a description of these categories). A detailed schedule of fund balances at June 30, 2021 is as follows:

City of Visalia
Governmental Fund Balances
June 30, 2021
(in thousands)

	General Fund	Measure N	Housing & Community Grants	Housing Successor Agency	American Rescue Plan	All Other Governmental Funds	Total Governmental Funds
Nonspendable							
Prepaids/Deposits	$ 22	$ -	$ -	$ -	$ -	$ -	$ 22
Supplies	19	-	-	-	-	-	19
Long Term Receivable	527	-	-	-	-	-	527
Advance - Public Facility Impact Fee	60	-	-	-	-	-	60
Advance - Measure R - Trailways	522	-	-	-	-	-	522
Advance - Special Service Districts	963	-	-	-	-	-	963
Advance - Airport	1,367	-	-	-	-	-	1,367
Total Nonspendable Fund Balance	3,480	-	-	-	-	-	3,480
Restricted							
Purpose of Fund	-	28,468	15,167	9,854	3	90,511	144,003
Total Restricted Fund Balance	-	28,468	15,167	9,854	3	90,511	144,003
Committed							
Civic Center Facilities	-	-	-	-	-	32,738	32,738
Sports Park	-	-	-	-	-	578	578
Animal Control	-	-	-	-	-	252	252
Conservation	-	-	-	-	-	249	249
Police Unclaimed	-	-	-	-	-	67	67
Facility Improvement Fund	-	-	-	-	-	784	784
Emergency Reserve	16,407	-	-	-	-	-	16,407
Miscellaneous Capital Projects	202	1,206	128	-		278	1,814
Total Committed Fund Balance	16,609	1,206	128	-	-	34,946	52,889
Assigned							
Advance - Atwood District (Custodial Fund)	76	-	-	-	-	-	76
Advance - Laura District (Custodial Fund)	36	-	-	-	-	-	36
Due from - Community Development	5	-	-	-	-	-	5
CIP Budgeted Not Started	3,961	-	-	-	-	-	3,961
Cal PERS Unfunded Liability Payment FY 21/22	11,120	-	-	-	-	-	11,120
Successor Agency Loans	12,431	-	-	848	-	-	13,279
Total Assigned Fund Balance	27,629	-	-	848	-	-	28,477
Unassigned							
Total Unassigned Fund Balance	5,428	-	-	-	-	(31)	5,397
Total Fund Balances	$ 53,146	$ 29,674	$ 15,295	$ 10,702	$ 3	$ 125,426	$ 234,246

NOTE 9 – FUND BALANCE CLASSIFICATIONS (Continued)

A. Fund Balances (Continued)

CITY OF VISALIA
SCHEDULE OF FUND BALANCE - GENERAL FUND
(In Thousands)

	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Nonspendable Fund Balance:					
Inventory	$ 175	$ -	$ -	$ -	$ -
Prepaid Expenditures	68	47	180	26	22
Supplies	18	8	13	19	19
Long-Term Receivable	1,085	1,310	932	633	527
Advance - Public Safety Impact Fee	1,312	977	641	304	-
Advance - Public Facility Impact Fee	182	158	126	98	60
Advance - Softball Development	3	1	-	-	-
Advance - Measure R - Regional	-	-	967	1,284	-
Advance - Measure R - Trailways	236	1,106	1,292	844	522
Advance - Storm Sewer Construction	463	-	-	-	-
Advance - Special Service Districts	879	893	899	931	963
Advance - CHFA	21	5	1	-	-
Advance - Transportation Grants	-	-	-	300	-
Advance - Valley Oaks Golf	2,629	2,798	-	-	-
Advance - Airport	455	278	44	944	1,367
Nonspendable Fund Balance Total	7,526	7,581	5,095	5,383	3,480
Restricted Fund Balance - Debt Service	1,193	-	-	-	-
Committed Fund Balance:					
* Civic Center Facilities	4,984	5,144	-	-	-
* Sports Park	609	583	-	-	-
* Animal Control	234	236	-	-	-
* Conservation	218	232	-	-	-
* Police Unclaimed	149	156	-	-	-
* Facility Improvement Fund	658	733	-	-	-
Emergency Reserve	12,896	14,695	15,182	15,953	16,407
Miscellaneous Capital Projects	57	142	162	286	202
Committed Fund Balance Total	19,805	21,921	15,344	16,239	16,609
Assigned Fund Balance:					
Custodial Fund Advance - Atwood District	75	75	77	75	76
Custodial Fund Advance - Laura District	34	36	37	36	36
Due from - Community Development	12	73	-	2	5
Due from - Golf Course	-	-	-	6	-
Due from - Risk	1,164	-	-	-	-
Due from - Measure N	571	-	-	-	-
CIP Budgeted not started	2,101	1,971	2,551	3,219	3,961
Cal PERS Unfunded Liability Payment FY 21/22	-	5,234	6,863	10,166	11,120
Successor Agency	11,720	11,376	11,717	12,069	12,431
Assigned Fund Balance Total	15,677	18,765	21,245	25,573	27,629
Unassigned Fund Balance:					
Unassigned	9,612	10,214	9,753	5,497	5,428
Unassigned Fund Balance Total	9,612	10,214	9,753	5,497	5,428
Total Fund Balance	$ 53,813	$ 58,481	$ 51,437	$ 52,692	$ 53,146

* These funds were previously reported in the General Fund are now being reported in the Non Major Statements.

NOTE 9 - FUND BALANCE CLASSIFICATIONS (Continued)

C. Fund Balance and Net Position Deficits

The following funds had deficit fund balances or net position at June 30, 2021. Future revenues or interfund transfers are expected to offset these deficits:

Debt Service Funds:		
VPFA 2014 Refunding COP	$	2,224
2015 COP		20,195
FiduciaryFunds:		
Successor Agency	$	12,012,668

NOTE 10 - EMPLOYEE BENEFITS

A. General Information about the Pension Plans

Plan Descriptions – All qualified permanent and probationary employees are eligible to participate in the City of Visalia separate Safety (police and fire) and Miscellaneous (all other) Plans, agent multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and City of Visalia resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five or more years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect at June 30, 2021, are summarized as follows:

	Miscellaneous			
Hire date	Prior to May 9, 2008	May 10, 2008 through May 20, 2011	May 21, 2011 through December 31, 2012	January 1, 2013 through current
Benefit formula	3% @ 60	2.5% @ 55	2.0% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service
Benefit payments	Monthly for life	Monthly for life	Monthly for life	Monthly for life
Retirement age	50	50	50	52
Monthly benefits, as a % of eligible compensation	2.0% to 3.0%	2.0% to 2.5%	1.09% to 2.42%	1.0% to 2.5%
Required employee contribution rates	8%	8%	7%	6.75%
Required employer contribution rates	10.913%	10.913%	10.913%	10.913%
Unfunded Liability Contribution % of Payroll (illustrative only)	19.980%	19.980%	19.980%	19.980%

	Safety		
Hire date	Prior to February 26, 2011	February 27, 2011 through December 31, 2012	January 1, 2013 through current
Benefit formula	3% @ 50	3.0% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	Monthly for life	Monthly for life	Monthly for life
Retirement age	50	50	50
Monthly benefits, as a % of eligible compensation	3.0%	2.4% to 3.0%	2.0% to 2.7%
Required employee contribution rates	9%	9%	12.25%
Required employer contribution rates	22.085%	22.085%	22.085%
Unfunded Liability Contribution % of Payroll (illustrative only)	23.628%	23.628%	23.628%

NOTE 10 - EMPLOYEE BENEFITS (Continued)

A. General Information about the Pension Plans (Continued)

Employees Covered – For valuation date, as of June 30, 2019, the following employees were covered by the benefit terms for each Plan:

	Miscellaneous	Safety
Inactive employees or beneficiaries currently receiving benefits	457	231
Inactive employees entitled to but not yet receiving benefits	302	119
Active employees	394	216
Total	1,153	566

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City of Visalia is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

B. Net Pension Liability

The City of Visalia's net pension liability for each Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2020, using an annual actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Actuarial Assumptions – The total pension liabilities in the June 30, 2019 actuarial valuations were determined using the following actuarial assumptions:

NOTE 10 - EMPLOYEE BENEFITS (Continued)

B. Net Pension Liability (Continued)

	Miscellaneous	Safety
Valuation Date	June 30, 2019	June 30, 2019
Measurement Date	June 30, 2020	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:		
Discount Rate	7.15%	7.15%
Inflation	2.50%	2.50%
Payroll Growth	2.875%	2.875%
Projected Salary Increase	.40% - 8.5% (1)	.97% - 17.0% (1)
Investment Rate of Return	7.25% (2)	7.25% (2)
Post Retirement Benefit Increase	The lessor of contract COLA or 2.50% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.50% thereafter	
Mortality (3)	Derived using CalPERS Membership Data for all Funds	

(1) Depending on age, service and type of employment

(2) Net of pension plan investment and administrative expenses, including inflation

(3) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017 that can be found on the CalPERS website.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2019 valuation were based on the results of a December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability was 7.15% for each Plan. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was

NOTE 10 - EMPLOYEE BENEFITS (Continued)

B. Net Pension Liability (Continued)

set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The expected real rates of return by asset class are as followed:

Asset Class	Assumed Asset Allocation	Real Return Years 1 - 10(a)	Real Return Years 11+(b)
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Assets	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	100%		

(a) An expected inflation of 2.00% used for this period.
(b) An expected inflation of 2.92% used for this period.

C. Changes in the Net Pension Liability

The changes in the Net Pension Liability for each Plan are as follows:

Miscellaneous Plan:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2019	$242,215,006	$169,613,222	$72,601,784
Changes in the year:			
Service cost	4,403,664	-	4,403,664
Interest on the total pension liability	16,958,814	-	16,958,814
Differences between actual and expected experience	(1,366,753)	-	(1,366,753)
Changes in assumptions	-	-	-
Changes in benefit terms	-	-	-
Plan to plan resource movement	-	-	-
Contribution - employer	-	7,072,583	(7,072,583)
Contribution - employee (paid by employer)	-	1,918,767	(1,918,767)
Net investment income	-	8,526,757	(8,526,757)
Administrative expenses	-	(239,113)	239,113
Other Miscellaneous Income/(Expense)	-	-	-
Benefit payments, including refunds of employee contributions	(11,727,761)	(11,727,761)	-
Net changes	8,267,964	5,551,233	2,716,731
Balance at June 30, 2020	$250,482,970	$175,164,455	$75,318,515

NOTE 10 - EMPLOYEE BENEFITS (Continued)

C. Changes in the Net Pension Liability (Continued)

Safety Plan:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2019	$247,175,635	$184,567,232	$62,608,403
Changes in the year:			
Service cost	6,324,588	-	6,324,588
Interest on the total pension liability	17,437,680	-	17,437,680
Differences between actual and expected experience	(1,240,319)	-	(1,240,319)
Changes in assumptions	-	-	-
Changes in benefit terms	-	-	-
Plan to plan resource movement	-	-	-
Contribution - employer	-	8,928,558	(8,928,558)
Contribution - employee (paid by employer)	-	2,142,637	(2,142,637)
Net investment income	-	9,341,900	(9,341,900)
Administrative expenses	-	(260,195)	260,195
Other Miscellaneous Income/(Expense)	-	-	-
Benefit payments, including refunds of employee contributions	(10,427,951)	(10,427,951)	-
Net changes	12,093,998	9,724,949	2,369,049
Balance at June 30, 2020	$259,269,633	$194,292,181	$64,977,452

Sensitivity of the Net Pension Liability to Changes in the Discount Rate – The following presents the net pension liability of the City of Visalia for each Plan, calculated using the discount rate for each Plan, as well as what the City of Visalia's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous	Safety	Total
1% Decrease	6.15%	6.15%	6.15%
Net Pension Liability	$108,477,687	$102,968,552	$211,446,239
Current Discount Rate	7.15%	7.15%	7.15%
Net Pension Liability	$75,318,515	$64,977,452	$140,295,967
1% Increase	8.15%	8.15%	8.15%
Net Pension Liability	$47,892,855	$34,049,132	$81,941,987

NOTE 10 - EMPLOYEE BENEFITS (Continued)

C. Changes in the Net Pension Liability (Continued)

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

D. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2021, the City of Visalia recognized pension expense of $22,198,657. At June 30, 2021, the City of Visalia reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Miscellaneous Plan:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$7,688,286	$ -
Differences between expected and actual experience	1,122,512	(1,034,912)
Changes in assumptions	-	(264,470)
Net differences between projected and actual earnings on plan investments	1,294,054	-
Total	$10,104,852	($1,299,382)

Safety Plan:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$10,044,848	$ -
Differences between expected and actual experience	1,879,955	(1,794,322)
Changes in assumptions	1,730,358	(459,521)
Net differences between projected and actual earnings on plan investments	1,589,438	-
Total	$15,244,599	($2,253,843)
Grand Total	$25,349,451	($3,553,225)

$17,733,134 ($7,688,286 related to the Miscellaneous Plan and $10,044,848 related to the Safety Plan) reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

NOTE 10 - EMPLOYEE BENEFITS (Continued)

D. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Miscellaneous Plan:		***Safety Plan:***	
Year Ended June 30	Annual Amortization	Year Ended June 30	Annual Amortization
2021	($689,708)	2021	$517,660
2022	473,400	2022	725,683
2023	637,497	2023	1,117,743
2024	695,995	2024	584,822
Total	$1,117,184	Total	$2,945,908

Expected Average Remaining Service Lifetime (EARSL) – Miscellaneous Plan – The EARSL for the plan for the measurement period ending June 30, 2020 is 3.6 years, which was obtained by dividing the total service years of 4,140 (the sum of remaining service lifetimes of the active employees) by 1,153 (the total number of participants: active, inactive, and retired). Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

Expected Average Remaining Service Lifetime (EARSL) – Safety Plan – The EARSL for the plan for the measurement period ending June 30, 2020 is 4.7 years, which was obtained by dividing the total service years of 2,652 (the sum of remaining service lifetimes of the active employees) by 566 (the total number of participants: active, inactive, and retired). Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

E. Payable to the Pension Plan

At June 30, 2021, the City of Visalia did not report a payable for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2021 as there were none outstanding.

F. Deferred Compensation Plan

City employees may defer a portion of their compensation under a City sponsored Deferred Compensation Plan created in accordance with Internal Revenue Code Section 457. Under this plan, participants are not taxed on the deferred portion of their compensation until it is distributed to them; distributions may be made only at termination, retirement, death, or in an emergency as defined by the plan.

The laws governing deferred compensation plan assets require plan assets to be held by a Trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they have been excluded from these financial statements.

The City has a contract with International City Managers' Association (ICMA), Empower, and CalPERS to manage and invest the assets of the plan; all pool the assets of the plan with those of other participants and do not make separate investments for employees.

NOTE 10 - EMPLOYEE BENEFITS (Continued)

G. Accrued Personnel Costs

Accrued personnel costs are costs that are related to payroll withholdings such as PERS contributions, supplemental life insurance, medical and dependent care flexible spending accounts, and union dues just to name a few.

H. Postemployment Health Care Benefits

City Policy permits retirees access to the City's health plan but at a cost determined each year by the City. The specific language of Policy 301 is "Retirees and their dependents are eligible for medical and vision benefits at a cost determined each year by the City. "

As of June 30, 2021, 51 retirees are participating in the City's health plan at full cost. Of these retirees 21 have dependent coverage. The full cost is up to $1,211 per month for retiree and is up to an additional $1,211 for their spouse. Family coverage is also available for an additional $605 per month for a total family PPO premium up to $3,027 per month fully funded by the retiree.

As an alternative, the City also offers retirees access to the City's high deductible health plan at a premium cost up to $983 per month for the retiree and an additional $983 for spouse. Family coverage is available for a total of $2,459 per month.

I. Defined Contribution for Retiree Health Care

In 2011, the City adopted Resolution 2011-17 establishing the phase out of City subsidy to retiree health care cost by 2019. The guidelines included an additional 10 years to phase out the City's subsidy for qualifying retirees so that all retirees pay full cost by 2029. A qualified retiree is defined as having a household income less than the Federal Social Security Earnings Limit and either a CalPERS Disability Retirement or 15 years of service with Visalia and eligible for Medicare.

Five retirees qualified for the 2021 reduced rate, all are enrolled as retirees only. The retiree cost is up to $847 per month with the City subsidizing up to $856 per month. Qualified retirees must re-certify every year to qualify for the subsidy. A portion of the City's subsidy will transition to the retiree each year until the qualified retirees are paying full cost in 2029 or they no longer qualify for this provision.

For fiscal year 2020-2021, the City's Retiree Health Care Contribution was approximately $63,504.

NOTE 11 – RISK MANAGEMENT

A. Coverage

The City self-insures workers' compensation claims. The City retains or self-insures the first $1,000,000 of claims and purchases insurance above the $1,000,000 self-retention to $25,000,000. The program is administered by a third party.

The City has public employee dishonesty insurance with a $100,000 deductible and coverage up to $5,000,000 per loss. The City's property and machinery insurance has various deductibles and various coverages based on the kind of machinery. During the past four years there have been no significant reductions in any of the City's insurance coverage and no settlement amounts have exceeded insurance coverage.

The City currently provides three medical plan options for employees and retirees: a Preferred Provider Plan (PPO), an Exclusive Provider (EPO) and a High Deductible Plan (HD). The City provides medical benefits through an insurance

NOTE 11 – RISK MANAGEMENT (Continued)

A. Coverage (Continued)

pool, Excess Insurance Authority – Health (EIA – Health) which in turn participates in a larger pool, Self-Insured Schools of California (SISC). The insurance pool is responsible for maintaining a reserve for incurred but not reported claims. The City retains an equity share in the assets and liabilities of both pools.

The City provides dental and vision coverage to employees through programs which are administered by a third party service agent. The City is self-insured for the dental and vision coverage. The City's dental and vision liability is calculated based upon the historical lag between when a claim is incurred and the time it takes to be paid. Historically, 2 months of claims remain in the system at any given time. The City calculated the estimated incurred but not reported (IBNR) claim s by averaging the yearly claims and multiplying by 2.

The City is a member of the Authority for California Cities Excess Liability (ACCEL), a joint powers authority, which provides general liability coverage up to $50,000,000 ultimate net loss per occurrence. The City retains the risk for the first $1,000,000 in losses for each occurrence under this policy.

ACCEL was established for the purpose of creating a risk management pool for California municipalities. ACCEL is governed by a Board of Directors consisting of representatives of its member cities. The board controls the operations of ACCEL, including selection of management and approval of the annual budget.

The City's deposits with ACCEL are calculated based on the ratio of the City's payroll to the total payrolls of all entities, the losses of all members and the City's experience rate. Actual surpluses or losses are shared according to a formula developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating.

During the fiscal year ended June 30, 2020, the City contributed $553,962 to ACCEL for current year coverage. ACCEL audited financial statements are available from Alliant Insurance Services at 100 Pine Street, Eleventh Floor, San Francisco, California 94111.

B. Liability for Uninsured Claims

The City provides for the uninsured portion of claims and judgments in the Risk Management Internal Service Fund. Claims and judgments, including a provision for claims incurred but not reported, are recorded when a loss is deemed probable of assertion and the amount of the loss is reasonably determinable. As discussed above, the City has coverage for such claims, but it has retained the risk for the deductible or uninsured portion of these claims.

The City's liability for uninsured claims is limited to general liability claims, as discussed above, and was estimated by management based on the fact that claims must be filed with the City within 6 months of the claim's occurrence. Incurred but not reported (IBNR) claims are estimated by taking the previous 5 year's average claim experience for a year and multiplying by .5 (6 month/12 months).

Changes in the balances of claim liabilities during the past three years are as follows:

	Beginning of Year Liability	Current Year Claims & Changes in Estimates	Claim Payments	End of Year Liability	Due Within One Year
2018-19	$ 5,897,578	$ 2,979,449	$ (2,271,707)	$ 6,605,420	$ 718,628
2019-20	6,605,420	3,168,120	(2,554,102)	7,219,438	841,499
2020-21	7,219,438	4,297,344	(2,687,882)	8,828,900	1,614,142

NOTE 12 - CONTINGENT LIABILITIES AND COMMITMENTS

The City is subject to litigation arising in the normal course of business. In the opinion of the City Attorney, there is no pending litigation which is likely to have a material adverse effect on the financial position of the City.

The City enters into various agreements to reimburse developers for street construction necessary for the City's circulation element. These improvements are paid for from transportation impact fees. As of June 30, 2021, the City had entered into $1,202,061 in agreements for projects that had not been started and would only be paid for from future impact fees.

At June 30, 2021, the City had made commitments of approximately $16.5 million for outstanding construction projects and open purchase orders.

The City participates in Federal and State grant programs. These programs are subject to audit by the City's independent accountants in accordance with the provisions of the Federal Single Audit Act of 1984 and applicable State requirements. No material cost disallowances were proposed as a result of these audits; however, these programs are still subject to further examination by the grantors, and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

NOTE 13 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 29, 2021, which is the date the basic financial statements were available to be issued are there are no notable events to report.

NOTE 14 – PRIOR PERIOD ADJUSTMENTS

Governmental Funds:

Housing & Community Grants		
Beginning Balance as Previously Reported	$	1,641,875
Adjustment due to error when unavailable revenue was booked		12,697,529
Beginning Balance as Restated	$	14,339,404
Housing Successor Agency		
Beginning Balance as Previously Reported	$	2,032,519
Adjustment due to error when unavailable revenue was recorded		8,276,601
Beginning Balance as Restated	$	10,309,120
Governmental Activities Net Position		
Beginning Balance as Previously Reported	$	469,201,198
Adjustment due to booking of an asset in 18/19 in error		(1,725,691)
Beginning Balance as Restated	$	467,475,507

Fiduciary Fund:

Custodial Funds Net Position		
Beginning Balance as Previously Reported	$	-
Implementation of GASB 84		291,716
Beginning Balance, as Restated	$	291,716

NOTE 15 – TRANSACTIONS WITH RELATED PARTIES

The related party transactions of the City are summarized as follows:

Other Related Party Transactions	Related Parties	Amount for the Year Ended June 30, 2021
Downtown Visalians	City Council Member	$ 702,116

REQUIRED SUPPLEMENTARY INFORMATION

Budget and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The biennial budget adopted by the City Council provides for the general operation of the City. It includes proposed expenditures and the means of financing them.

2. The City Council approves total budgeted appropriations and any amendments to appropriations throughout the year. This "appropriated budget" covers substantially all City expenditures. There were no significant non-budgeted financial activities. Actual expenditures may not exceed budgeted appropriations at the fund level. The City Manager is authorized to make transfers of budget appropriations between classifications and activities within a fund.

3. Formal budgetary integration is employed as a management control device. Commitments for materials and services, such as purchase orders and contracts, are recorded during the year as encumbrances to assist in controlling expenditures. Appropriations, which are encumbered at year end, are added to the following year's budgeted appropriations. However, encumbrances at year end are reported as committed fund balance.

4. Budgets are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America. Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. No budgetary comparison is presented for the American Rescue Plan fund, since no budgets were adopted for this fund, as this fund did not exist at the time the budget was adopted. No budgetary comparisons are presented for Proprietary Funds as the City is not legally required to adopt a budget for these types of funds.

5. Under Article XIIIB of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from the proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller, returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2021, based on calculations by City Management, proceeds of taxes did not exceed related appropriations. Further, Section 5 of Article XIIIB allows the City to designate a portion of fund balance for general contingencies, to be used in future years without limitation.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2021

	Budgeted Amounts			
REVENUES	Original Budget	Final Budget	Actual	Variance With Final Budget
Taxes				
Sales	$ 30,688,600	$ 30,688,600	$ 38,986,517	$ 8,297,917
Property	25,990,300	25,990,300	27,884,766	1,894,466
Transient Occupancy	2,244,000	2,244,000	3,323,538	1,079,538
Franchise	2,626,000	2,626,000	2,795,357	169,357
Business License	2,482,000	2,482,000	3,088,633	606,633
Total Taxes	64,030,900	64,030,900	76,078,811	12,047,911
Subventions and Grants				
Police and Other	473,700	913,282	2,105,004	1,191,722
Motor Vehicle License In-Lieu	65,000	65,000	101,690	36,690
Total Subventions and Grants	538,700	978,282	2,206,694	1,228,412
License and Permits				
Other License and Permits	76,100	76,100	52,650	(23,450)
Total License and Permits	76,100	76,100	52,650	(23,450)
Fees and Fines				
Vehicle Code and Parking Violations	713,800	713,800	389,983	(323,817)
Local Ordinance Violations	441,200	441,200	614,632	173,432
Total Fees and Fines	1,155,000	1,155,000	1,004,615	(150,385)
Use of Money and Property				
Interest Earned	539,000	539,000	646,840	107,840
Rents and Concessions	250,200	250,200	155,398	(94,802)
Total Use of Money and Property	789,200	789,200	802,238	13,038
Charges for Services				
Engineering and Subdivision Fees	697,300	697,300	1,159,020	461,720
Zoning Fees	191,700	191,700	220,703	29,003
Special Public Safety Services	1,201,300	1,201,300	1,254,866	53,566
Recreation Programs	1,422,000	1,422,000	139,695	(1,282,305)
Total Charges for Services	3,512,300	3,512,300	2,774,284	(738,016)
Other Revenue	1,358,200	1,358,200	1,343,028	(15,172)
Total Revenues	71,460,400	71,899,982	84,262,320	12,362,338

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Budgeted Amounts			
EXPENDITURES	Original Budget	Final Budget	Actual	Variance With Final Budget
Current:				
General Government	$ 4,201,900	$ 4,141,900	$ 4,224,686	$ (82,786)
Community Development	2,101,700	2,095,200	2,459,045	(363,845)
Public Safety:				
Fire	14,365,400	14,406,452	14,939,536	(533,084)
Police	33,985,900	33,958,335	34,129,014	(170,679)
Public Works	4,146,400	4,146,702	3,861,360	285,342
Community Services	8,433,000	8,332,598	6,018,543	2,314,055
Capital Outlay	234,900	1,504,874	1,624,975	(120,101)
Debt Service (Note 7)				
Principal	32,600	32,600	-	32,600
Interest and Fiscal Charges	500	500	-	500
Total Expenditures	67,502,300	68,619,161	67,257,159	1,362,002
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,958,100	3,280,821	17,005,161	13,724,340
Other Financing Sources (Uses)				
Proceeds From Sale of Capital Assets	-	-	3,450	3,450
Transfers In	-	-	148,524	148,524
Transfers Out	-	-	(16,703,167)	(16,703,167)
Total Other Financing Sources (Uses)	-	-	(16,551,193)	(16,551,193)
Net Change in Fund Balance	$ 3,958,100	$ 3,280,821	453,968	$ (2,826,853)
Fund Balance Beginning of Year			52,691,729	
Fund Balance - End of Year			$ 53,145,697	

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - MEASURE N
FOR THE YEAR ENDED JUNE 30, 2021

	Budgeted Amounts			
	Original Budget	Final Budget	Actual	Variance With Final Budget
REVENUES				
Taxes				
Sales	$ 11,588,800	$ 11,588,800	$ 16,880,055	$ 5,291,255
Total Taxes	11,588,800	11,588,800	16,880,055	5,291,255
Subventions and Grants				
Police and Other	-	-	29,556	29,556
Total Subventions and Grants	-	-	29,556	29,556
Use of Money and Property				
Interest Earned	119,200	119,200	93,272	(25,928)
Total Use of Money and Property	119,200	119,200	93,272	(25,928)
Other Revenue	-	-	109,321	109,321
Total Revenues	11,708,000	11,708,000	17,112,204	5,404,204
EXPENDITURES				
Current:				
General Government	268,700	268,700	219,236	49,464
Public Safety:				
Fire	1,006,100	1,006,100	978,595	27,505
Police	4,100,700	4,100,700	4,293,747	(193,047)
Community Services	774,800	759,448	461,573	297,875
Capital Outlay	5,358,700	5,464,643	4,806,242	658,401
Total Expenditures	11,509,000	11,599,591	10,759,393	840,198
Net Change in Fund Balance	$ 199,000	$ 108,409	6,352,811	$ 6,244,402
Fund Balance Beginning of Year			23,320,803	
Fund Balance - End of Year			$ 29,673,614	

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - HOUSING & COMMUNITY GRANTS
FOR THE YEAR ENDED JUNE 30, 2021

	Final Budget	Actual	Variance With Final Budget
Revenues			
Subventions and Grants	$ 4,250,132	$ 3,217,871	$ (1,032,261)
Fees and Fines	25,100	13,426	(11,674)
Uses of Money and Property	53,600	70,549	16,949
Charges for Current Services	-	5,000	5,000
Miscellaneous	5,500	5,720	220
Total Revenues	4,334,332	3,312,566	(1,021,766)
Expenditures			
Current:			
Community Development	71,900	75,606	(3,706)
Housing & Community Grants	3,415,283	2,268,707	1,146,576
Capital Outlay	47,668	36,615	11,053
Total Expenditures	3,534,851	2,380,928	1,153,923
Excess (Deficiency) of Revenue Over (Under) Expenditures	799,481	931,638	132,157
Other Financing Sources			
Transfers In	-	23,966	23,966
Total Other Financing Sources	-	23,966	23,966
Net Changes in Fund Balance	$ 799,481	955,604	$ 156,123
Fund Balance - Beginning of Year, as Restated (Note 14)		14,339,404	
Fund Balance - End of Year		$ 15,295,008	

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - HOUSING SUCCESSOR AGENCY
FOR THE YEAR ENDED JUNE 30, 2021

	Final Budget	Actual	Variance With Final Budget
Revenues			
Subventions and Grants	$ -	$ 424,130	$ 424,130
Uses of Money and Property	8,000	110,504	102,504
Miscellaneous	-	195	195
Total Revenues	8,000	534,829	526,829
Expenditures			
Current:			
General Government	195,997	141,469	54,528
Total Expenditures	195,997	141,469	54,528
Excess (Deficiency) of Revenue Over (Under) Expenditures	(187,997)	393,360	581,357
Net Changes in Fund Balance	$ (187,997)	393,360	$ 581,357
Fund Balance - Beginning of Year, as Restated (Note 14)		10,309,120	
Fund Balance - End of Year		$ 10,702,480	

The accompanying notes are an integral part of these financial statements.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED:

Miscellaneous Plan

Measurement Period	2019-20[1]	2018-19[1]	2017-18[1]	2016-17[1]	2015-16[1]	2014-15[1]	2013-14[1]
TOTAL PENSION LIABILITY							
Service Cost	$ 4,403,664	$ 4,255,037	$ 4,192,969	$ 4,245,437	$ 3,786,783	$ 3,692,092	$ 3,797,356
Interest	16,958,814	16,380,941	15,535,179	14,997,055	14,571,322	13,839,466	13,175,275
Changes of Benefit Terms	-	-	-	-	-	-	-
Difference Between Expected and Actual Experience	(1,366,753)	2,525,650	(286,874)	(2,890,524)	431,303	(307,086)	-
Changes of Assumptions	-	-	(1,586,819)	12,685,479	-	(3,447,570)	-
Benefit Payments, Including Refunds of Employee Contributions	(11,727,761)	(10,795,043)	(10,116,949)	(9,515,763)	(8,700,574)	(8,186,347)	(7,668,885)
Net Change in Total Pension Liability	**8,267,964**	**12,366,585**	**7,737,506**	**19,521,684**	**10,088,834**	**5,590,555**	**9,303,746**
Total Pension Liability - Beginning	**242,215,006**	**229,848,421**	**222,110,915**	**202,589,231**	**192,500,397**	**186,909,842**	**177,606,096**
Total Pension Liability - Ending (a)	**$ 250,482,970**	**$ 242,215,006**	**$ 229,848,421**	**$ 222,110,915**	**$ 202,589,231**	**$ 192,500,397**	**$ 186,909,842**
PLAN FIDUCIARY NET POSITION							
Contributions - Employer	$ 7,072,583	$ 6,219,874	$ 5,482,359	$ 5,129,632	$ 4,678,278	$ 4,077,411	$ 3,947,176
Contributions - Employee	1,918,767	1,845,020	1,850,278	1,781,007	1,733,983	1,747,629	1,809,951
Net Investment Income	8,526,757	10,604,879	12,914,267	15,518,122	742,388	3,174,848	21,053,194
Benefit Payments, Including Refunds of Employee Contributions	(11,727,761)	(10,795,043)	(10,116,949)	(9,515,763)	(8,700,574)	(8,186,347)	(7,668,885)
Net Plan to Plan Resource Movement	-	-	(376)	-	-	-	-
Administrative Expense	(239,113)	(115,502)	(237,501)	(206,266)	(86,138)	(159,136)	-
Other Miscellaneous Income/(Expense)[2]	-	376	(451,018)	-	-	-	-
Net Change in Fiduciary Net Position	**5,551,233**	**7,759,604**	**9,441,060**	**12,706,732**	**(1,632,063)**	**654,405**	**19,141,436**
Plan Fiduciary Net Position - Beginning[3]	**169,613,222**	**161,853,618**	**152,412,558**	**139,705,826**	**141,337,889**	**140,683,484**	**121,542,048**
Plan Fiduciary Net Position - Ending (b)	**$ 175,164,455**	**$ 169,613,222**	**$ 161,853,618**	**$ 152,412,558**	**$ 139,705,826**	**$ 141,337,889**	**$ 140,683,484**
PLAN NET PENSION LIABILITY/(ASSET) - ENDING (a)-(b)	**$ 75,318,515**	**$ 72,601,784**	**$ 67,994,803**	**$ 69,698,357**	**$ 62,883,405**	**$ 51,162,508**	**$ 46,226,358**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	**69.93%**	**70.03%**	**70.42%**	**68.62%**	**68.96%**	**73.42%**	**75.27%**
Covered Payroll[4]	**$ 25,424,314**	**$ 24,277,215**	**$ 23,451,102**	**$ 22,834,962**	**$ 22,149,078**	**$ 21,833,945**	**$ 20,653,520**
Plan Net Pension Liability/(Asset) as a Percentage of Covered Payroll	**296.25%**	**299.05%**	**289.94%**	**305.23%**	**283.91%**	**234.33%**	**223.82%**

[1] Historical information is presented only for measurement periods for which GASB 68 is applicable. Additional years information will be displayed as it becomes available

[2] During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75.

Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

[3] Includes any begining of year adjustments.

[4] Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-20; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule:

Benefit Changes: The figures above include any liability impact that may have resulted from voluntary benefit changes that occureed after the June 30, 2019 valuation. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the June 30, 2019 valuation date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: None in 2019 or 2020. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there wereno changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED:

Safety Plan

Measurement Period	2019-20[1]	2018-19[1]	2017-18[1]	2016-17[1]	2015-16[1]	2014-15[1]	2013-14[1]
TOTAL PENSION LIABILITY							
Service Cost	$ 6,324,588	$ 6,222,413	$ 5,995,204	$ 5,853,759	$ 5,349,411	$ 5,222,479	$ 5,100,652
Interest	17,437,680	16,600,696	15,464,636	14,715,002	14,186,919	13,269,691	12,494,891
Changes of Benefit Terms	-	-	-	-	-	-	-
Difference Between Expected and Actual Experience	(1,240,319)	3,326,073	(517,263)	(4,891,206)	807,923	(373,500)	-
Changes of Assumptions	-	-	(1,321,124)	13,266,074	-	(3,509,871)	-
Benefit Payments, Including Refunds of Employee Contributions	(10,427,951)	(9,427,686)	(8,593,404)	(8,040,046)	(7,578,069)	(7,169,237)	(6,653,993)
Net Change in Total Pension Liability	**12,093,998**	**16,721,496**	**11,028,049**	**20,903,583**	**12,766,184**	**7,439,562**	**10,941,550**
Total Pension Liability - Beginning	**247,175,635**	**230,454,139**	**219,426,090**	**198,522,507**	**185,756,323**	**178,316,761**	**167,375,211**
Total Pension Liability - Ending (a)	**$ 259,269,633**	**$ 247,175,635**	**$ 230,454,139**	**$ 219,426,090**	**$ 198,522,507**	**$ 185,756,323**	**$ 178,316,761**
PLAN FIDUCIARY NET POSITION							
Contributions - Employer	$ 8,928,558	$ 8,085,201	$ 7,221,051	$ 6,623,640	$ 6,259,154	$ 5,610,391	$ 5,703,922
Contributions - Employee	2,142,637	2,172,900	1,924,202	1,846,297	1,750,054	1,805,168	1,618,205
Net Investment Income	9,341,900	11,443,404	13,555,587	15,911,405	717,302	3,141,564	20,530,453
Benefit Payments, Including Refunds of Employee Contributions	(10,427,951)	(9,427,686)	(8,593,404)	(8,040,046)	(7,578,069)	(7,169,237)	(6,653,993)
Net Plan to Plan Resource Movement	-	-	(400)	-	(9,962)	-	-
Administrative Expense	(260,195)	(123,040)	(247,809)	(210,978)	(86,447)	(159,587)	-
Other Miscellaneous Income/(Expense)[2]	-	400	(470,593)	-	-	-	-
Net Change in Fiduciary Net Position	**9,724,949**	**12,151,179**	**13,388,634**	**16,130,318**	**1,052,032**	**3,228,299**	**21,198,587**
Plan Fiduciary Net Position - Beginning[3]	**184,567,232**	**172,416,053**	**159,027,419**	**142,897,101**	**141,845,069**	**138,616,770**	**117,418,183**
Plan Fiduciary Net Position - Ending (b)	**$ 194,292,181**	**$ 184,567,232**	**$ 172,416,053**	**$ 159,027,419**	**$ 142,897,101**	**$ 141,845,069**	**$ 138,616,770**
PLAN NET PENSION LIABILITY/(ASSET) - ENDING (a)-(b)	**$ 64,977,452**	**$ 62,608,403**	**$ 58,038,086**	**$ 60,398,671**	**$ 55,625,406**	**$ 43,911,254**	**$ 39,699,991**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	**74.94%**	**74.67%**	**74.82%**	**72.47%**	**71.98%**	**76.36%**	**77.74%**
Covered Payroll[4]	**$ 21,283,546**	**$ 20,964,043**	**$ 20,176,300**	**$ 18,983,326**	**$ 18,638,048**	**$ 18,862,345**	**$ 17,363,328**
Plan Net Pension Liability/(Asset) as a Percentage of Covered Payroll	**305.29%**	**298.65%**	**287.65%**	**318.17%**	**298.45%**	**232.80%**	**228.64%**

[1] Historical information is presented only for measurement periods for which GASB 68 is applicable. Additional years information will be displayed as it becomes available.

[2] During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75.

Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

[3] Includes any begining of year adjustments.

[4] Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-20; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule:

Benefit Changes: The figures above include any liability impact that may have resulted from voluntary benefit changes that occureed after the June 30, 2019 valuation. However, offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes) that occurred after the June 30, 2019 valuation date are not included in the figures above, unless the liability impact is deemed to be material by the plan actuary.

Changes of Assumptions: None in 2019 or 2020. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

CITY OF VISALIA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED:

Miscellaneous Plan

Fiscal Year	2020-21 [1]	2019-20 [1]	2018-19 [1]	2017-18 [1]	2016-17 [1]	2015-16 [1]	2014-15 [1]
Actuarially Determined Contribution	$ 7,688,286	$ 7,072,582	$ 6,220,510	$ 5,677,316	$ 5,117,894	$ 4,662,880	$ 4,346,353
Contributions in Relation to the Actuarially Determined Contribution	(7,688,286)	(7,072,582)	(6,220,510)	(5,677,316)	(5,117,894)	(4,662,880)	(4,346,353)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 24,893,975	$ 25,424,314	$ 24,277,215	$ 23,451,102	$ 22,834,962	$ 22,149,078	$ 21,833,945
Contributions as a Percentage of Covered Payroll	30.88%	27.82%	25.62%	24.21%	22.41%	21.05%	19.91%

Safety Plan

Fiscal Year	2020-21 [1]	2019-20 [1]	2018-19 [1]	2017-18 [1]	2016-17 [1]	2015-16 [1]	2014-15 [1]
Actuarially Determined Contribution	$ 10,044,848	$ 8,928,610	$ 8,086,945	$ 7,478,672	$ 6,608,845	$ 6,256,147	$ 6,108,700
Contributions in Relation to the Actuarially Determined Contribution	(10,044,848)	(8,928,610)	(8,086,945)	(7,478,672)	(6,608,845)	(6,256,147)	(6,108,700)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 21,973,912	$ 21,283,546	$ 20,964,043	$ 20,176,300	$ 18,983,326	$ 18,638,048	$ 18,862,345
Contributions as a Percentage of Covered Payroll	45.71%	41.95%	38.58%	37.07%	34.81%	33.57%	32.39%

[1] Historical information is presented only for measurement periods for which GASB 68 is applicable. Additional years information will be displayed as it becomes available.

SUPPLEMENTARY INFORMATION

NON- MAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

WATERWAYS
Established to account for the acquisition and landscaping of development buffers along designated waterways. This is funded by monthly rates and development impact fees.

GROUNDWATER RECHARGE
Established to account for the costs of recharging the City's underground water system. The funding is provided by monthly rates and development fees.

KAWEAH LAKE AND LOCAL STORMWATER MAINTENANCE
Established to account for the costs of adding to the water holding capacity of Lake Kaweah (a source of the City's water) and was expanded to include the maintenance of local storm channels by a successful ballot election that concluded on March 18, 2013. The funding is provided by monthly rates and development fees.

SPECIAL SERVICE DISTRICTS
Established to account for the maintenance of landscape districts throughout the City. Revenue is collected from fees charged to property owners in the districts.

NORTHEAST AREA
Funded by fees collected on Northeast properties at the time of building permit issuance; monies can only be used for improvements specified in the Northeast Area Master Plan.

GRANT & LOAN FUNDS
Established to account for various funds receiving federal funding. Also established to account for the loans given to the City for low and moderate income housing assistance by the California Housing Finance Agency. Federal funding received provides for such activities as community policing, bicycle and foot patrol in business districts in the City of Visalia.

NARCOTICS FORFEITURE
Established to account for revenues received from narcotics seizures of cash and property as authorized by the Health and Safety Code. Monies deposited in this fund are invested until a court determines whether the City must forfeit the money or the City may recover narcotics law enforcement costs from the seized funds.

MEASURE T – POLICE
Established to account for increased Police operational and capital expenditures. Financing is provided by 60% of the ¼ cent sales tax ballot measure (T) approved by voters during the March 2, 2004, primary election. No sales tax funds can replace General Fund dollars budgeted for normal operations at the previous years' service level unless the City Council declares an economic emergency by a 4/5^{ths} vote.

MEASURE T – FIRE
Established to account for increased Fire operational and capital expenditures. Financing is provided by 40% of the ¼ cent sales tax ballot measure (T) approved by voters during the March 2, 2004, primary election. No sales tax funds can replace General Fund dollars budgeted for normal operations at the previous years' service level unless the City Council declares an economic emergency by a 4/5^{ths} vote.

MEASURE R – LOCAL
Established to account for the costs of specific local transportation projects and for its funding from a ¼ cent sales tax ballot measure (R) approved by the voters.

MEASURE R – REGIONAL
The Measure R Regional Fund is used to account for the costs of specific transportation projects and for its funding from a ¼ cent sales tax ballot measure (R) approved by the voters for regional, transit, bike and pedestrian projects.

TRANSPORTATION GRANTS
Established to account for the financing and construction of streets, roads, and various transportation infrastructure and facilities. Funding is provided by ¼ cent of the 7 ¼ cent retail sales tax collected statewide and by Proposition 1B funds for streets and transit.

GOLF COURSE
Established to account for the major repairs to buildings and equipment (ie heating/cooling equipment) located at the Golf Course. Revenue is collected through the lease of the Golf Course to Course Co.

CASP PROGRAM
Established to account for the additional $1 assessed to all business licenses as required by the State of California Senate Bill (SB) 1186. SB 1186 adds new rules and protections for business owners related to access compliance requirements set forth under the ADA, the California Building Code, and SB 1608.

OAK TREE PRESERVATION
Established to account for the activity of oak tree preservation and maintenance throughout the City. Revenue is collected from fees charged to property owners for removal of Oak Trees.

CONSERVATION
Established for energy conservation projects throughout the City. Revenue is collected from grants, reimbursements and incentives.

POLICE UNCLAIMED FUNDS
Established to track and account for police unclaimed funds. Revenue is collected from seized money and asset forfeiture.

DEBT SERVICE FUNDS

VPFA 2014 REFUNDING CERTIFICATES OF PARTICIPATION
Established to account for the payment of the VPFA 2014 Refunding Certificates of Participation.

2015 CERTIFICATES OF PARTICIPATION
Established to account for the payment of the 2015 Certificates of Participation.

CAPITAL PROJECTS FUNDS

TRANSPORTATION FUND
Established to account for the financing and construction of streets, roads, and various transportation infrastructure and facilities. Funding is provided by Transportation Impact Fees.

SOFTBALL FACILITY DEVELOPMENT
Established to account for the financing and improvement and/or development of a community softball facility. Financing is provided from fees charged to existing softball facility users specifically for future development or improvement.

HIGHWAY USERS
Established to account for the construction and improvement of streets and roads. Financing is provided by grant funds received from state sale taxes on gasoline.

RECREATIONAL FACILITIES
Established to account for the acquisition and development of park and open space. Financing is provided by fees paid by developers in lieu of providing parks and open space.

STORM SEWER CONSTRUCTION
Established to account for the acquisition and installation of storm drain systems. Financing is provided by a specific storm sewer fee charged to new developments.

PUBLIC SAFETY IMPACT FEE
Established to defray the costs of public safety facilities needed as a result of new development projects. Funding is provided by fees charged to new developments.

GOVERNMENT FACILITIES IMPACT FEE
Established to defray the cost of public facilities (i.e., Civic Center, Corporation Yard, and Library) needed as a result of new development projects. Funding is provided by fees charged to new developments.

PARKING DISTRICT FUND
Established to account for acquisition and development of downtown parking facilities. Funding is provided by a specific fee charged on new development and expanded uses within the central business district. Therefore, it is not governed by a formal budget and its financial presentation reflects changes in assets and liabilities as well as the flow of resources.

FACILITY IMPROVEMENTS
Established to account for the maintenance and improvements to City facilities.

CIVIC CENTER
Established to account for the construction of the Civic Center and related capital improvement projects. Revenue is collected from land sales, one time monies such as incentive revenues and General Fund surplus or other transfers authorized by City Council.

SPORTS COMPLEX
Established to account for the construction of the sports complex.

ANIMAL CONTROL RESERVE
Established to account for the construction of the Animal Control Facility.

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS
JUNE 30, 2021

	SPECIAL REVENUE FUNDS							
	Waterways	Groundwater Recharge	Kaweah Lake and Local Storm Water Maintenance	Special Service Districts	Northeast Area	Grant & Loan Funds	Narcotics Forfeiture	Measure T Police
ASSETS								
Cash and Investments	$ 3,323,933	$ 2,953,254	$ 636,332	$ 12,086,633	$ 666,621	$ 119,639	$ 729,627	$ 4,057,256
Restricted Cash and Investments	-	-	-	-	-	-	-	-
Accounts Receivable	39,013	103,731	41,432	6,953	11,999	-	-	-
Taxes Receivable	-	189,434	-	168,770	-	4,083	2,675	996,250
Notes and Loans Receivable	163,369	-	-	-	-	-	-	-
Inventory	-	85,031	-	-	-	-	-	-
Due from Other Governmental Units	-	-	-	-	-	-	-	-
Total Assets	$ 3,526,315	$ 3,331,450	$ 677,764	$ 12,262,356	$ 678,620	$ 123,722	$ 732,302	$ 5,053,506
LIABILITIES								
Accounts, Interest and Contracts Payable	$ 34,191	$ 16,766	$ -	$ 481,812	$ -	$ 608	$ -	$ 1,308
Advance from Other Funds	-	-	-	963,198	-	-	-	-
Customer Deposits	-	-	-	-	-	-	274,048	-
Unearned Revenue	-	85,031	-	-	-	-	-	-
Total Liabilities	34,191	101,797	-	1,445,010	-	608	274,048	1,308
DEFERRED INFLOWS OF RESOURCES								
Asset Forfeiture	-	-	-	-	-	-	448,828	-
Impact Fees	-	-	-	-	11,999	-	-	-
Notes	163,368	-	-	-	-	-	-	-
Total Deferred Inflows of Resources	163,368	-	-	-	11,999	-	448,828	-
FUND BALANCES								
Restricted	3,328,756	3,229,653	677,764	10,817,346	666,621	123,114	9,426	5,052,198
Committed	-	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-	-
Total Fund Balances (Deficit)	3,328,756	3,229,653	677,764	10,817,346	666,621	123,114	9,426	5,052,198
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 3,526,315	$ 3,331,450	$ 677,764	$ 12,262,356	$ 678,620	$ 123,722	$ 732,302	$ 5,053,506

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2021

	SPECIAL REVENUE FUNDS							
	Measure T Fire	Measure R Local	Measure R Regional	Transportation Grants	Golf Course	CASP Program	Oak Tree Preservation	Conservation
ASSETS								
Cash and Investments	$ 5,242,815	$ 6,883,405	$ 5,374	$ 1,463,922	$ 80,531	$ 356,379	$ 278,256	$ 248,535
Restricted Cash and Investments	-	-	-	-	-	-	-	-
Accounts Receivable	1,440	-	-	-	450	-	-	-
Taxes Receivable	664,167	631,046	1,317,781	1,458,911	-	-	-	-
Notes and Loans Receivable	-	-	-	-	-	-	-	-
Inventory	-	-	-	-	-	-	-	-
Due from Other Governmental Units	-	-	-	2,031,848	-	-	-	-
Total Assets	$ 5,908,422	$ 7,514,451	$ 1,323,155	$ 4,954,681	$ 80,981	$ 356,379	$ 278,256	$ 248,535
LIABILITIES								
Accounts, Interest and Contracts Payable	$ 18,652	$ 477,752	$ 76,379	$ 324,736	$ 80	$ 3,365	$ -	$ -
Advance from Other Funds	-	-	521,921	-	-	-	-	-
Customer Deposits	-	-	-	-	-	-	-	-
Unearned Revenue	-	-	-	-	-	-	-	-
Total Liabilities	18,652	477,752	598,300	324,736	80	3,365	-	-
DEFERRED INFLOWS OF RESOURCES								
Asset Forfeiture	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Notes	-	-	-	-	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-	-	-	-	-
FUND BALANCES								
Restricted	5,889,770	7,036,699	724,855	4,629,945	80,901	353,014	-	-
Committed	-	-	-	-	-	-	278,256	248,535
Unassigned	-	-	-	-	-	-	-	-
Total Fund Balances (Deficit)	5,889,770	7,036,699	724,855	4,629,945	80,901	353,014	278,256	248,535
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 5,908,422	$ 7,514,451	$ 1,323,155	$ 4,954,681	$ 80,981	$ 356,379	$ 278,256	$ 248,535

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2021

	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS		CAPITAL PROJECT FUNDS				
	Police Unclaimed Funds	VPFA 2014 Refunding Certificates of Participation	2015 Certificates of Participation	Transportation	Softball Facility Development	Highway Users	Recreational Facilities	Storm Sewer Construction
ASSETS								
Cash and Investments	$ 225,631	$ -	$ -	$ 17,242,972	$ 1,134	$ 10,371,881	$ 6,584,099	$ 3,276,732
Restricted Cash and Investments	-	-	8,670	-	-	-	-	-
Accounts Receivable	-	-	-	2,612,933	-	-	408,352	83,728
Taxes Receivable	-	-	-	-	-	250,558	-	15,823
Notes and Loans Receivable	-	-	-	814,589	-	-	-	4,892
Inventory	-	-	-	-	-	-	-	-
Due from Other Governmental Units	-	-	-	-	-	-	-	-
Total Assets	$ 225,631	$ -	$ 8,670	$ 20,670,494	$ 1,134	$ 10,622,439	$ 6,992,451	$ 3,381,175
LIABILITIES								
Accounts, Interest and Contracts Payable	$ 582	$ 2,224	$ 28,865	$ 2,838,413	$ -	$ 247,751	$ 13,865	$ -
Advance from Other Funds	-	-	-	-	-	-	-	-
Customer Deposits	47,417	-	-	-	-	-	-	-
Unearned Revenue	110,479	-	-	-	-	-	-	-
Total Liabilities	158,478	2,224	28,865	2,838,413	-	247,751	13,865	-
DEFERRED INFLOWS OF RESOURCES								
Asset Forfeiture	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	1,470,816	-	-	408,352	23,240
Notes	-	-	-	814,589	-	-	-	4,892
Total Deferred Inflows of Resources	-	-	-	2,285,405	-	-	408,352	28,132
FUND BALANCES								
Restricted	-	-	8,670	15,546,676	1,134	10,374,688	6,570,234	3,353,043
Committed	67,153	-	-	-	-	-	-	-
Unassigned	-	(2,224)	(28,865)	-	-	-	-	-
Total Fund Balances (Deficit)	67,153	(2,224)	(20,195)	15,546,676	1,134	10,374,688	6,570,234	3,353,043
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 225,631	$ -	$ 8,670	$ 20,670,494	$ 1,134	$ 10,622,439	$ 6,992,451	$ 3,381,175

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEETS (Continued)
JUNE 30, 2021

	CAPITAL PROJECT FUNDS							
	Public Safety Impact Fee	Government Facilities Impact Fee	Parking District	Facility Improvements	Civic Center	Sports Complex	Animal Control Reserve	Total Non-major Governmental Funds
ASSETS								
Cash and Investments	$ 287,141	$ 7,855,034	$ 3,880,123	$ 784,449	$ 32,738,468	$ 577,663	$ 251,974	$ 123,209,813
Restricted Cash and Investments	-	-	-	-	-	-	-	8,670
Accounts Receivable	290,555	183,990	2,737	-	-	-	-	3,787,313
Taxes Receivable	-	-	-	-	-	-	-	5,699,498
Notes and Loans Receivable	66,638	117,201	133,943	-	133,665	-	-	1,434,297
Inventory	-	-	-	-	-	-	-	85,031
Due from Other Governmental Units	-	-	-	-	-	-	-	2,031,848
Total Assets	$ 644,334	$ 8,156,225	$ 4,016,803	$ 784,449	$ 32,872,133	$ 577,663	$ 251,974	$ 136,256,470
LIABILITIES								
Accounts, Interest and Contracts Payable	$ 19	$ -	$ 69	$ -	$ -	$ -	$ -	$ 4,567,437
Advance from Other Funds	-	59,659	-	-	-	-	-	1,544,778
Customer Deposits	-	-	56,355	-	-	-	-	377,820
Unearned Revenue	-	-	-	-	-	-	-	195,510
Total Liabilities	19	59,659	56,424	-	-	-	-	6,685,545
DEFERRED INFLOWS OF RESOURCES								
Asset Forfeiture	-	-	-	-	-	-	-	448,828
Impact Fees	290,555	183,992	-	-	-	-	-	2,388,954
Notes	66,637	117,201	6,533	-	133,665	-	-	1,306,885
Total Deferred Inflows of Resources	357,192	301,193	6,533	-	133,665	-	-	4,144,667
FUND BALANCES								
Restricted	287,123	7,795,373	3,953,846	-	-	-	-	90,510,849
Committed	-	-	-	784,449	32,738,468	577,663	251,974	34,946,498
Unassigned	-		-	-		-	-	(31,089)
Total Fund Balances (Deficit)	287,123	7,795,373	3,953,846	784,449	32,738,468	577,663	251,974	125,426,258
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 644,334	$ 8,156,225	$ 4,016,803	$ 784,449	$ 32,872,133	$ 577,663	$ 251,974	$ 136,256,470

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2021

	SPECIAL REVENUE FUNDS							
	Waterways	Groundwater Recharge	Kaweah Lake and Local Storm Water Maintenance	Special Service Districts	Northeast Area	Grant & Loan Funds	Narcotics Forfeiture	Measure T Police
REVENUES								
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,062,419
Other Taxes	-	-	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	329,437	-	18,496
License and Permits	-	-	-	-	-	-	-	-
Fees and Fines	452,917	1,189,999	334,219	-	7,107	-	-	-
Uses of Money and Property	19,574	10,754	3,097	15,957	2,870	584	-	13,759
Charges for Current Services	307,007	-	-	4,933,991	-	-	-	-
Miscellaneous	3,688	-	-	19,622	-	-	88,932	127,981
Total Revenues	783,186	1,200,753	337,316	4,969,570	9,977	330,021	88,932	5,222,655
EXPENDITURES								
Current:								
General Government	-	-	-	-	-	-	-	-
Community Development	-	-	-	-	-	-	-	-
Public Safety:								
Fire	-	-	-	-	-	-	-	-
Police	-	-	-	-	-	280,715	19,910	3,696,282
Public Works	381,217	288,296	18,677	-	1,522	-	-	-
Community Services	-	-	-	3,159,083	-	-	-	-
Capital Outlay	39,916	222,138	-	-	84,672	36,853	69,022	-
Debt Service:								
Principal Repayment	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Total Expenditures	421,133	510,434	18,677	3,159,083	86,194	317,568	88,932	3,696,282
Excess (Deficiency) of Revenues Over (Under) Expenditures	362,053	690,319	318,639	1,810,487	(76,217)	12,453	-	1,526,373
OTHER FINANCING SOURCES (USES)								
Sale of Land	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-
Transfers Out	-	-	(300,000)	-	-	(127,545)	-	(151,477)
Total Other Financing Sources (Uses)	-	-	(300,000)	-	-	(127,545)	-	(151,477)
Net Changes in Fund Balance	362,053	690,319	18,639	1,810,487	(76,217)	(115,092)	-	1,374,896
Fund Balance - Beginning of Year (Deficits)	2,966,703	2,539,334	659,125	9,006,859	742,838	238,206	9,426	3,677,302
Fund Balance (Deficits) - End of Year	$ 3,328,756	$ 3,229,653	$ 677,764	$ 10,817,346	$ 666,621	$ 123,114	$ 9,426	$ 5,052,198

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	SPECIAL REVENUE FUNDS							
	Measure T Fire	Measure R Local	Measure R Regional	Transportation Grants	Golf Course	CASP Program	Oak Tree Preservation	Conservation
REVENUES								
Sales Taxes	$ 3,374,946	$ 3,400,598	$ 3,221,666	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	82,252	-	-
Subventions and Grants	20	-	-	5,961,845	-	-	-	-
License and Permits	-	-	-	-	-	-	-	-
Fees and Fines	-	-	-	-	132,165	-	17,626	-
Uses of Money and Property	19,971	25,244	123	5,407	227	1,224	1,102	1,006
Charges for Current Services	37,790	-	-	-	-	-	-	-
Miscellaneous	8,732	188	35,762	49,161	-	72	-	-
Total Revenues	3,441,459	3,426,030	3,257,551	6,016,413	132,392	83,548	18,728	1,006
EXPENDITURES								
Current:								
General Government	-	-	-	-	-	-	-	-
Community Development	-	-	-	-	-	6,028	-	-
Public Safety:								
Fire	2,755,334	-	-	-	-	-	-	-
Police	-	-	-	-	-	-	-	-
Public Works	-	30,719	34,092	247	-	-	-	-
Community Services	-	-	-	-	55,190	-	13,301	58
Capital Outlay	-	1,877,579	2,055,250	3,960,567	13,223	-	-	-
Debt Service:								
Principal Repayment	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Total Expenditures	2,755,334	1,908,298	2,089,342	3,960,814	68,413	6,028	13,301	58
Excess (Deficiency) of Revenues Over (Under) Expenditures	686,125	1,517,732	1,168,209	2,055,599	63,979	77,520	5,427	948
OTHER FINANCING SOURCES (USES)								
Sale of Land	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-
Net Changes in Fund Balance	686,125	1,517,732	1,168,209	2,055,599	63,979	77,520	5,427	948
Fund Balance - Beginning of Year (Deficits)	5,203,645	5,518,967	(443,354)	2,574,346	16,922	275,494	272,829	247,587
Fund Balance (Deficits) - End of Year	$ 5,889,770	$ 7,036,699	$ 724,855	$ 4,629,945	$ 80,901	$ 353,014	$ 278,256	$ 248,535

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS		CAPITAL PROJECTS FUNDS				
	Police Unclaimed Funds	VPFA 2014 Refunding Certificates of Participation	2015 Certificates of Participation	Transportation	Softball Facility Development	Highway Users	Recreational Facilities	Storm Sewer Construction
REVENUES								
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	5,643,371	-	-
License and Permits	-	-	-	-	-	-	-	-
Fees and Fines	-	-	-	6,082,044	-	-	2,182,136	1,195,323
Uses of Money and Property	955	-	5	60,762	4	36,990	21,928	12,055
Charges for Current Services	-	-	-	-	-	-	-	-
Miscellaneous	11,263	-	-	5,767	-	210	-	-
Total Revenues	12,218	-	5	6,148,573	4	5,680,571	2,204,064	1,207,378
EXPENDITURES								
Current:								
General Government	-		3,040	-	-	-	-	-
Community Development	-	-	-	-	-	-	-	-
Public Safety:								
Fire	-	-	-	-	-	-	-	-
Police	54	-	-	-	-	-	-	-
Public Works	-	-	-	26,762	-	630,493	-	29,757
Community Services	-	-	-	-	2	-	28,511	-
Capital Outlay	60,188	-	-	1,282,520	-	2,799,890	182,945	115,353
Debt Service:								
Principal Repayment	-	98,400	783,904	-	-	-	-	-
Interest and Fiscal Charges	-	28,782	368,546	-	-	-	-	-
Total Expenditures	60,242	127,182	1,155,490	1,309,282	2	3,430,383	211,456	145,110
Excess (Deficiency) of Revenues Over (Under) Expenditures	(48,024)	(127,182)	(1,155,485)	4,839,291	2	2,250,188	1,992,608	1,062,268
OTHER FINANCING SOURCES (USES)								
Sale of Land	-	-	-	-	-	-	-	-
Transfers In	-	127,504	1,158,703	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	127,504	1,158,703		-	-	-	-
Net Changes in Fund Balance	(48,024)	322	3,218	4,839,291	2	2,250,188	1,992,608	1,062,268
Fund Balance - Beginning of Year (Deficits)	115,177	(2,546)	(23,413)	10,707,385	1,132	8,124,500	4,577,626	2,290,775
Fund Balance (Deficits) - End of Year	$ 67,153	$ (2,224)	$ (20,195)	$ 15,546,676	$ 1,134	$ 10,374,688	$ 6,570,234	$ 3,353,043

CITY OF VISALIA
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	CAPITAL PROJECTS FUNDS							
	Public Safety Impact Fee	Government Facilities Impact Fee	Parking District	Facility Improvements	Civic Center	Sports Complex	Animal Control Reserve	Total Non-major Governmental Funds
REVENUES								
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,059,629
Other Taxes	-	-	-	-	-	-	-	82,252
Subventions and Grants	-	-	33,862	-	-	-	-	11,987,031
License and Permits	-	-	20,382	-	-	-	-	20,382
Fees and Fines	887,761	765,064	-	-	-	-	-	13,246,361
Uses of Money and Property	562	30,269	22,204	3,176	86,553	2,340	1,020	399,722
Charges for Current Services	-	-	-	-	-	-	-	5,278,788
Miscellaneous	-	-	-	-	3,010	-	-	354,388
Total Revenues	888,323	795,333	76,448	3,176	89,563	2,340	1,020	46,428,553
EXPENDITURES								
Current:								
General Government	-	16,490	-	184	4,702	136	59	24,611
Community Development	-	-	11,471	-	-	-	-	17,499
Public Safety:								
Fire	4,064	-	-	-	-	-	-	2,759,398
Police	533	-	-	-	-	-	-	3,997,494
Public Works	-	1,822	-	-	-	-	-	1,443,604
Community Services	-	-	-	-	-	-	-	3,256,145
Capital Outlay	2,189	-	3,330	-	19,718	4,387	-	12,829,740
Debt Service:								
Principal Repayment	-	-	-	-	-	-	-	882,304
Interest and Fiscal Charges	-	-	-	-	-	-	-	397,328
Total Expenditures	6,786	18,312	14,801	184	24,420	4,523	59	25,608,123
Excess (Deficiency) of Revenues Over (Under) Expenditures	881,537	777,021	61,647	2,992	65,143	(2,183)	961	20,820,430
OTHER FINANCING SOURCES (USES)								
Sale of Land	-	-	-	-	1,027,945	-	-	1,027,945
Transfers In	-	-	-	-	12,241,231	-	-	13,527,438
Transfers Out	(415,167)	-	-	-	-	-	-	(994,189)
Total Other Financing Sources (Uses)	(415,167)	-	-	-	13,269,176	-	-	13,561,194
Net Changes in Fund Balance	466,370	777,021	61,647	2,992	13,334,319	(2,183)	961	34,381,624
Fund Balance - Beginning of Year (Deficits)	(179,247)	7,018,352	3,892,199	781,457	19,404,149	579,846	251,013	91,044,634
Fund Balance (Deficits) - End of Year	$ 287,123	$ 7,795,373	$ 3,953,846	$ 784,449	$ 32,738,468	$ 577,663	$ 251,974	$ 125,426,258

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2021

`	Waterways			Groundwater Recharge		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	506,000	452,917	(53,083)	1,073,300	1,189,999	116,699
Uses of Money and Property	5,300	19,574	14,274	1,600	10,754	9,154
Charges for Current Services	309,200	307,007	(2,193)	-	-	-
Miscellaneous	-	3,688	3,688	-	-	-
Total Revenues	820,500	783,186	(37,314)	1,074,900	1,200,753	125,853
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	381,217	(381,217)	297,300	288,296	9,004
Community Services	554,282	-	554,282	-	-	-
Capital Outlay	1,107,855	39,916	1,067,939	829,644	222,138	607,506
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	1,662,137	421,133	1,241,004	1,126,944	510,434	616,510
Excess (Deficiency) of Revenues Over (Under) Expenditures	(841,637)	362,053	1,203,690	(52,044)	690,319	742,363
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balance	$ (841,637)	362,053	$ 1,203,690	$ (52,044)	690,319	$ 742,363
Fund Balances - Beginning of Year (Deficits)		2,966,703			2,539,334	
Fund Balances - End of Year (Deficits)		$ 3,328,756			$ 3,229,653	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Kaweah Lake and Local Storm Water Maintenance			Special Service Districts		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	290,000	334,219	44,219	-	-	-
Uses of Money and Property	3,000	3,097	97	3,000	15,957	12,957
Charges for Current Services	-	-	-	4,840,400	4,933,991	93,591
Miscellaneous	-	-	-	-	19,622	19,622
Total Revenues	293,000	337,316	44,316	4,843,400	4,969,570	126,170
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	21,200	18,677	2,523	-	-	-
Community Services	-	-	-	3,264,800	3,159,083	105,717
Capital Outlay	-	-	-	-	-	-
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	21,200	18,677	2,523	3,264,800	3,159,083	105,717
Excess (Deficiency) of Revenues Over (Under) Expenditures	271,800	318,639	46,839	1,578,600	1,810,487	231,887
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	(300,000)	(300,000)	-	-	-
Total Other Financing Sources (Uses)	-	(300,000)	(300,000)	-	-	-
Net Changes in Fund Balance	$ 271,800	18,639	$ (253,161)	$ 1,578,600	1,810,487	$ 231,887
Fund Balances - Beginning of Year (Deficits)		659,125			9,006,859	
Fund Balances - End of Year (Deficits)		$ 677,764			$ 10,817,346	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

`	Northeast Area			Grant & Loan Funds		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	329,437	329,437	-
License and Permits	-	-	-	-	-	-
Fees and Fines	82,500	7,107	(75,393)	-	-	-
Uses of Money and Property	3,700	2,870	(830)	-	584	584
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	86,200	9,977	(76,223)	329,437	330,021	584
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	298,139	280,715	17,424
Public Works	1,400	1,522	(122)	-	-	-
Community Services	-	-	-	-	-	-
Capital Outlay	-	84,672	(84,672)	-	36,853	(36,853)
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	1,400	86,194	(84,794)	298,139	317,568	(19,429)
Excess (Deficiency) of Revenues Over (Under) Expenditures	84,800	(76,217)	(161,017)	31,298	12,453	(18,845)
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	(127,545)	(127,545)
Total Other Financing Sources (Uses)	-	-	-	-	(127,545)	(127,545)
Net Changes in Fund Balance	$ 84,800	(76,217)	$ (161,017)	$ 31,298	(115,092)	$ (146,390)
Fund Balances - Beginning of Year (Deficits)		742,838			238,206	
Fund Balances - End of Year (Deficits)		$ 666,621			$ 123,114	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Narcotics Forfeiture			Measure T - Police		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ 3,448,100	$ 5,062,419	$ 1,614,319
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	6,000	18,496	12,496
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	-	-	26,000	13,759	(12,241)
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	105,000	88,932	(16,068)	33,700	127,981	94,281
Total Revenues	105,000	88,932	(16,068)	3,513,800	5,222,655	1,708,855
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	155,000	19,910	135,090	3,966,700	3,696,282	270,418
Public Works	-	-	-	-	-	-
Community Services	-	-	-	-	-	-
Capital Outlay	-	69,022	(69,022)	-	-	-
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	155,000	88,932	66,068	3,966,700	3,696,282	270,418
Excess (Deficiency) of Revenues Over (Under) Expenditures	(50,000)	-	50,000	(452,900)	1,526,373	1,979,273
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	(151,477)	151,477
Total Other Financing Sources (Uses)	-	-	-	-	(151,477)	151,477
Net Changes in Fund Balance	$ (50,000)	-	$ 50,000	$ (452,900)	1,374,896	$ 2,130,750
Fund Balances - Beginning of Year (Deficits)		9,426			3,677,302	
Fund Balances - End of Year (Deficits)		$ 9,426			$ 5,052,198	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Measure T - Fire			Measure R - Local		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ 2,298,800	$ 3,374,946	$ 1,076,146	$ 2,677,500	$ 3,400,598	$ 723,098
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	20	20	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	82,000	19,971	(62,029)	12,600	25,244	12,644
Charges for Current Services	25,000	37,790	12,790	-	-	-
Miscellaneous	73,800	8,732	(65,068)	-	188	188
Total Revenues	2,479,600	3,441,459	961,859	2,690,100	3,426,030	735,930
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	2,941,600	2,755,334	186,266	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	30,719	(30,719)
Community Services	-	-	-	-	-	-
Capital Outlay	-	-	-	2,002,176	1,877,579	124,597
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	2,941,600	2,755,334	186,266	2,002,176	1,908,298	93,878
Excess (Deficiency) of Revenues Over (Under) Expenditures	(462,000)	686,125	1,148,125	687,924	1,517,732	829,808
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balance	$ (462,000)	686,125	$ 1,148,125	$ 687,924	1,517,732	$ 829,808
Fund Balances - Beginning of Year (Deficits)		5,203,645			5,518,967	
Fund Balances - End of Year (Deficits)		$ 5,889,770			$ 7,036,699	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Measure R - Regional			Transportation Grants		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ 710,700	$ 3,221,666	$ 2,510,966	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	1,200,000	5,961,845	4,761,845
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	123	123	-	5,407	5,407
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	35,762	35,762	-	49,161	49,161
Total Revenues	710,700	3,257,551	2,546,851	1,200,000	6,016,413	4,816,413
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	34,092	(34,092)	-	247	(247)
Community Services	-	-	-	-	-	-
Capital Outlay	6,372,561	2,055,250	4,317,311	4,458,439	3,960,567	497,872
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	6,372,561	2,089,342	4,283,219	4,458,439	3,960,814	497,625
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,661,861)	1,168,209	6,830,070	(3,258,439)	2,055,599	5,314,038
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balance	$ (5,661,861)	1,168,209	$ 6,830,070	$ (3,258,439)	2,055,599	$ 5,314,038
Fund Balances - Beginning of Year (Deficits)		(443,354)			2,574,346	
Fund Balances - End of Year (Deficits)		$ 724,855			$ 4,629,945	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Golf Course			CASP Program		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	83,000	82,252	(748)
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	91,000	132,165	41,165	-	-	-
Uses of Money and Property	-	227	227	4,100	1,224	(2,876)
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	200	72	(128)
Total Revenues	91,000	132,392	41,392	87,300	83,548	(3,752)
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	21,300	6,028	15,272
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Community Services	51,200	55,190	(3,990)	-	-	-
Capital Outlay	11,517	13,223	(1,706)	-	-	-
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	62,717	68,413	(5,696)	21,300	6,028	15,272
Excess (Deficiency) of Revenues Over (Under) Expenditures	28,283	63,979	35,696	66,000	77,520	11,520
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balance	$ 28,283	63,979	$ 35,696	$ 66,000	77,520	$ 11,520
Fund Balances - Beginning of Year (Deficits)		16,922			275,494	
Fund Balances - End of Year (Deficits)		$ 80,901			$ 353,014	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Oak Tree Preservation			Conservation		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	17,626	17,626	-	-	-
Uses of Money and Property	-	1,102	1,102	-	1,006	1,006
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	-	18,728	18,728	-	1,006	1,006
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Community Services	-	13,301	(13,301)	-	58	(58)
Capital Outlay	-	-	-	-	-	-
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	-	13,301	(13,301)	-	58	(58)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	5,427	5,427	-	948	948
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balance	$ -	5,427	$ 5,427	$ -	948	$ 948
Fund Balances - Beginning of Year (Deficits)		272,829			247,587	
Fund Balances - End of Year (Deficits)		$ 278,256			$ 248,535	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Police Unclaimed Funds			VPFA 2014 Refunding Certificates of Participation		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	955	955	-	-	-
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	85,500	11,263	(74,237)	-	-	-
Total Revenues	85,500	12,218	(73,282)	-	-	-
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	54	(54)	-	-	-
Public Works	-	-	-	-	-	-
Community Services	-	-	-	-	-	-
Capital Outlay	71,877	60,188	11,689	-	-	-
Debt Service:						
Principal Repayment	-	-	-	98,400	98,400	-
Interest and Fiscal Charges	-	-	-	29,100	28,782	318
Total Expenditures	71,877	60,242	11,635	127,500	127,182	318
Excess (Deficiency) of Revenues Over (Under) Expenditures	13,623	(48,024)	(61,647)	(127,500)	(127,182)	318
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	127,500	127,504	4
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	127,500	127,504	4
Net Changes in Fund Balance	$ 13,623	(48,024)	$ (61,647)	$ -	322	$ 322
Fund Balances - Beginning of Year (Deficits)		115,177			(2,546)	
Fund Balances - End of Year (Deficits)		$ 67,153			$ (2,224)	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

`	2015 Certificates of Participation			Transportation		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	4,009,100	6,082,044	2,072,944
Uses of Money and Property	-	5	5	46,300	60,762	14,462
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	5,767	5,767
Total Revenues	-	5	5	4,055,400	6,148,573	2,093,173
EXPENDITURES						
Current:						
General Government	-	3,040	(3,040)	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	275,600	26,762	248,838
Community Services	-	-	-	-	-	-
Capital Outlay	-	-	-	1,486,175	1,282,520	203,655
Debt Service:						
Principal Repayment	783,904	783,904	-	-	-	-
Interest and Fiscal Charges	371,759	368,546	3,213	-	-	-
Total Expenditures	1,155,663	1,155,490	173	1,761,775	1,309,282	452,493
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,155,663)	(1,155,485)	178	2,293,625	4,839,291	2,545,666
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	1,156,300	1,158,703	2,403	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	1,156,300	1,158,703	2,403	-	-	-
Net Changes in Fund Balance	$ 637	3,218	$ 2,581	$ 2,293,625	4,839,291	$ 2,545,666
Fund Balances - Beginning of Year (Deficits)		(23,413)			10,707,385	
Fund Balances - End of Year (Deficits)		$ (20,195)			$ 15,546,676	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Softball Facility Development			Highway Users		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	7,455,900	5,643,371	(1,812,529)
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	4	4	31,900	36,990	5,090
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	210	210
Total Revenues	-	4	4	7,487,800	5,680,571	(1,807,229)
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	630,493	(630,493)
Community Services	-	2	(2)	-	-	-
Capital Outlay	100	-	100	8,473,948	2,799,890	5,674,058
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	100	2	98	8,473,948	3,430,383	5,043,565
Excess (Deficiency) of Revenues Over (Under) Expenditures	(100)	2	102	(986,148)	2,250,188	3,236,336
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balance	$ (100)	2	$ 102	$ (986,148)	2,250,188	$ 3,236,336
Fund Balances - Beginning of Year (Deficits)		1,132			8,124,500	
Fund Balances - End of Year (Deficits)		$ 1,134			$ 10,374,688	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Recreational Facilities			Storm Sewer Construction		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	2,250,600	2,182,136	(68,464)	934,300	1,195,323	261,023
Uses of Money and Property	17,200	21,928	4,728	-	12,055	12,055
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	2,267,800	2,204,064	(63,736)	934,300	1,207,378	273,078
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	29,757	(29,757)
Community Services	-	28,511	(28,511)	-	-	-
Capital Outlay	538,419	182,945	355,474	271,613	115,353	156,260
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	538,419	211,456	326,963	271,613	145,110	126,503
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,729,381	1,992,608	263,227	662,687	1,062,268	399,581
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balance	$ 1,729,381	1,992,608	$ 263,227	$ 662,687	1,062,268	$ 399,581
Fund Balances - Beginning of Year (Deficits)		4,577,626			2,290,775	
Fund Balances - End of Year (Deficits)		$ 6,570,234			$ 3,353,043	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Public Safety Impact Fee			Government Facilities Impact Fee		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	643,500	887,761	244,261	407,700	765,064	357,364
Uses of Money and Property	-	562	562	3,600	30,269	26,669
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	643,500	888,323	244,823	411,300	795,333	384,033
EXPENDITURES						
Current:						
General Government	-	-	-	-	16,490	(16,490)
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	4,064	(4,064)	-	-	-
Police	-	533	(533)	-	-	-
Public Works	-	-	-	-	1,822	(1,822)
Community Services	-	-	-	-	-	-
Capital Outlay	4,889	2,189	2,700	19,900	-	19,900
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	4,889	6,786	(1,897)	19,900	18,312	1,588
Excess (Deficiency) of Revenues Over (Under) Expenditures	638,611	881,537	242,926	391,400	777,021	385,621
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	(415,167)	(415,167)	-	-	-
Total Other Financing Sources (Uses)	-	(415,167)	(415,167)	-	-	-
Net Changes in Fund Balance	$ 638,611	466,370	$ (172,241)	$ 391,400	777,021	$ 385,621
Fund Balances - Beginning of Year (Deficits)		(179,247)			7,018,352	
Fund Balances - End of Year (Deficits)		$ 287,123			$ 7,795,373	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Parking District			Facility Improvements		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	34,100	33,862	(238)	-	-	-
License and Permits	20,300	20,382	82	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	46,300	22,204	(24,096)	-	3,176	3,176
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Total Revenues	100,700	76,448	(24,252)	-	3,176	3,176
EXPENDITURES						
Current:						
General Government	-	-	-	-	184	(184)
Community Development	-	11,471	(11,471)	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Community Services	-	-	-	-	-	-
Capital Outlay	-	3,330	(3,330)	-	-	-
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	-	14,801	(14,801)	-	184	(184)
Excess (Deficiency) of Revenues Over (Under) Expenditures	100,700	61,647	(39,053)	-	2,992	2,992
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Changes in Fund Balance	$ 100,700	61,647	$ (39,053)	$ -	2,992	$ 2,992
Fund Balances - Beginning of Year (Deficits)		3,892,199			781,457	
Fund Balances - End of Year (Deficits)		$ 3,953,846			$ 784,449	

CITY OF VISALIA
NON - MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Civic Center			Sports Complex		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ -	$ -	$ -
Other Taxes	-	-	-	-	-	-
Subventions and Grants	-	-	-	-	-	-
License and Permits	-	-	-	-	-	-
Fees and Fines	-	-	-	-	-	-
Uses of Money and Property	-	86,553	86,553	-	2,340	2,340
Charges for Current Services	-	-	-	-	-	-
Miscellaneous	-	3,010	3,010	-	-	-
Total Revenues	-	89,563	89,563	-	2,340	2,340
EXPENDITURES						
Current:						
General Government	-	4,702	(4,702)	-	136	(136)
Community Development	-	-	-	-	-	-
Public Safety:						
Fire	-	-	-	-	-	-
Police	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Community Services	-	-	-	-	-	-
Capital Outlay	19,718	19,718	-	4,387	4,387	-
Debt Service:						
Principal Repayment	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-
Total Expenditures	19,718	24,420	(4,702)	4,387	4,523	(136)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(19,718)	65,143	84,861	(4,387)	(2,183)	2,204
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	1,027,945	1,027,945	-	-	-
Transfers In	-	12,241,231	12,241,231	-	-	-
Transfers Out	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	13,269,176	13,269,176	-	-	-
Net Changes in Fund Balance	$ (19,718)	13,334,319	$ 13,354,037	$ (4,387)	(2,183)	$ 2,204
Fund Balances - Beginning of Year (Deficits)		19,404,149			579,846	
Fund Balances - End of Year (Deficits)		$ 32,738,468			$ 577,663	

CITY OF VISALIA
NON -MAJOR GOVERNMENTAL FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

`	Animal Control Reserve			Total		
	Final Budget	Actual	Variance With Final Budget	Final Budget	Actual	Variance With Final Budget
REVENUES						
Sales Taxes	$ -	$ -	$ -	$ 9,135,100	$ 15,059,629	$ 5,924,529
Other Taxes	-	-	-	83,000	82,252	(748)
Subventions and Grants	-	-	-	9,025,437	11,987,031	2,961,594
License and Permits	-	-	-	20,300	20,382	82
Fees and Fines	-	-	-	10,288,000	13,246,361	2,958,361
Uses of Money and Property	-	1,020	1,020	286,600	399,722	113,122
Charges for Current Services	-	-	-	5,174,600	5,278,788	104,188
Miscellaneous	-	-	-	298,200	354,388	56,188
Total Revenues	-	1,020	1,020	34,311,237	46,428,553	12,117,316
EXPENDITURES						
Current:						
General Government	-	59	(59)	-	24,611	(24,611)
Community Development	-	-	-	21,300	17,499	3,801
Public Safety:						
Fire	-	-	-	2,941,600	2,759,398	182,202
Police	-	-	-	4,419,839	3,997,494	422,345
Public Works	-	-	-	595,500	1,443,604	(848,104)
Community Services	-	-	-	3,870,282	3,256,145	614,137
Capital Outlay	-	-	-	25,673,218	12,829,740	12,843,478
Debt Service:						
Principal Repayment	-	-	-	882,304	882,304	-
Interest and Fiscal Charges	-	-	-	400,859	397,328	3,531
Total Expenditures	-	59	(59)	38,804,902	25,608,123	13,196,779
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	961	961	$ (4,493,665)	$ 20,820,430	$ 25,314,095
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-	1,027,945	1,027,945
Transfers In	-	-	-	1,283,800	13,527,438	12,243,638
Transfers Out	-	-	-	-	(994,189)	(994,189)
Total Other Financing Sources (Uses)	-	-	-	1,283,800	13,561,194	12,277,394
Net Changes in Fund Balance	$ -	961	$ 961	$ (3,209,865)	34,381,624	$ 37,591,489
Fund Balances - Beginning of Year (Deficits)		251,013			91,044,634	
Fund Balances - End of Year (Deficits)		$ 251,974			$ 125,426,258	

INTERNAL SERVICE FUNDS

INTERNAL SERVICE FUNDS

Internal Service Funds are used to finance and account for activities and services performed by a designated department for other departments in the City on a cost reimbursement basis.

The concept of major funds introduced by GASB Statement No. 34 does not extend to internal service funds because they do not do business with outside parties. GASB Statement No. 34 requires that for the Statement of Activities, the net revenue or expenses of each internal service fund be eliminated by netting them against the operations of the other City departments which generated them. The remaining balance sheet items are consolidated with these same funds in the Statement of Net Position.

However, internal service funds are still presented separately in the Fund financial statements, which includes the funds listed below.

FLEET SERVICES
Established to account for the maintenance and fueling of vehicles and related equipment in use by the City.

VEHICLE REPLACEMENT
Established to account for the acquisition of City vehicles. Replacement vehicles are purchased through this fund. New vehicles added to this fleet (not replacing an existing one) are considered Contributed Capital to the Vehicle Replacement fund.

INFORMATION SERVICES
Established to account for the acquisition, maintenance and upgrade of the City's computer operations.

RISK MANAGEMENT
Established to account for the self-insured and purchased insurance for the City's various types of insurance including liability, workers' compensation, unemployment, property, and employee bonds.

HEALTH BENEFITS
Established to account for the self-insured and purchased insurance for the City's various types of employee health insurance.

COMPENSATED ABSENCES
Established to account for the long-term portion of the compensated absences liability in the governmental funds.

BUILDING MAINTENANCE
Established to account for the repairs and maintenance for the City's owned/occupied buildings.

CITY OF VISALIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2021

	Fleet Services	Vehicle Replacement	Information Services	Risk Management
ASSETS				
Current Assets				
Cash and Investments	$ 35,577	$ 7,912,009	$ 4,199,876	$ 12,847,931
Accounts and Interest Receivables	2,006		-	-
Supplies	1,138,767	-	-	-
Prepaid Expenses	-	-	-	-
Capital Assets:				
Building	654,910	-	-	-
Improvements Other Than Buildings	211,545	-	7,240	-
Machinery, Equipment and Vehicles	443,004	21,551,901	12,187,034	-
Accumulated Depreciation	(1,119,682)	(12,863,151)	(8,332,397)	-
Total Assets	1,366,127	16,600,759	8,061,753	12,847,931
LIABILITIES				
Current Liabilities				
Accounts, Interest, and Contracts Payable	289,258	-	11,990	51,913
Accrued Personnel Costs	-	-	-	-
Current Portion of Long-Term Obligations (Note 7):				
Compensated Absences	-	-	-	-
Liability for Self-Insurance Claims	-	-	-	1,515,142
Total Current Liabilities	289,258	-	11,990	1,567,055
Non-Current Liabilities				
Non-current Portion of Long-term Obligations (Note 7):				
Compensated Absences	-	-	-	-
Liability for Self-Insurance Claims	-	-	-	7,214,758
Total Non-Current Liabilities	-	-	-	7,214,758
Total Liabilities	289,258	-	11,990	8,781,813
NET POSITIONS				
Net Investments in Capital Assets	189,777	8,688,750	3,861,877	-
Restricted	-	990,517	98,762	-
Unrestricted	887,092	6,921,492	4,089,124	4,066,118
Total Net Positions	$ 1,076,869	$ 16,600,759	$ 8,049,763	$ 4,066,118

CITY OF VISALIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION (Continued)
JUNE 30, 2021

	Health Benefits	Compensated Absences	Building Maintenance	Totals
ASSETS				
Current Assets				
Cash and Investments	$ 3,736,050	$ 5,818,608	$ 743,803	$ 35,293,854
Accounts and Interest Receivables	7,323	-	-	9,329
Supplies	-	-	-	1,138,767
Prepaid Expenses	1,003,296	-	-	1,003,296
Capital Assets:				
Building	-	-	-	654,910
Improvements Other Than Buildings	-	-	-	218,785
Machinery, Equipment and Vehicles	-	-	-	34,181,939
Accumulated Depreciation	-	-	-	(22,315,230)
Total Assets	4,746,669	5,818,608	743,803	50,185,650
LIABILITIES				
Current Liabilities				
Accounts, Interest, and Contracts Payable	44,248	-	-	397,409
Accrued Personnel Costs	32,858	-	-	32,858
Current Portion of Long-Term Obligations (Note 7):				
Compensated Absences	-	1,231,281	-	1,231,281
Liability for Self-Insurance Claims	99,000	-	-	1,614,142
Total Current Liabilities	176,106	1,231,281	-	3,275,690
Non-Current Liabilities				
Non-current Portion of Long-term Obligations (Note 7):				
Compensated Absences	-	4,587,327	-	4,587,327
Liability for Self-Insurance Claims	-	-	-	7,214,758
Total Non-Current Liabilities	-	4,587,327	-	11,802,085
Total Liabilities	176,106	5,818,608	-	15,077,775
NET POSITIONS				
Net Investments in Capital Assets	-	-	-	12,740,404
Restricted	-	-	-	1,089,279
Unrestricted	4,570,563	-	743,803	21,278,192
Total Net Positions	$ 4,570,563	$ -	$ 743,803	$ 35,107,875

CITY OF VISALIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2021

	Fleet Services	Vehicle Replacement	Information Services	Risk Management
OPERATING REVENUES				
Service Charges and Fees	$ 5,667,730	$ 1,360,882	$ 2,889,733	$ 5,163,253
OPERATING EXPENSES				
Salaries, Wages and Employee Benefits	1,436,058	-	1,262,284	437,281
Maintenance and Operations	4,303,687	58,934	818,553	562,251
Insurance Premiums and Loss Provisions	-	-	-	4,798,137
Depreciation	16,849	1,360,882	801,782	-
Total Operating Expenses	5,756,594	1,419,816	2,882,619	5,797,669
Operating Income (Loss)	(88,864)	(58,934)	7,114	(634,416)
NONOPERATING REVENUES (EXPENSES)				
Interest Income	229	27,366	12,448	42,114
Interest (Expense)	(3,169)	-	-	-
Other Income	43,187	-	844,287	475,609
Other (Expenses)	-	(24,294)	(1,304)	-
Total Nonoperating Revenues (Expenses)	40,247	3,072	855,431	517,723
Income (Loss) Before Contributions and Transfers	(48,617)	(55,862)	862,545	(116,693)
CONTRIBUTIONS AND TRANSFERS				
Grants and Contributions	-	185,177	161,272	-
Transfers Out	-	-	-	-
Net Contributions and Transfers	-	185,177	161,272	-
CHANGE IN NET POSITION	(48,617)	129,315	1,023,817	(116,693)
NET POSITION				
Net Position - Beginning of Year	1,125,486	16,471,444	7,025,946	4,182,811
Net Position - End of Year	$ 1,076,869	$ 16,600,759	$ 8,049,763	$ 4,066,118

CITY OF VISALIA
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Health Benefits	Compensated Absences	Building Maintenance	Totals
OPERATING REVENUES				
Service Charges and Fees	$ 14,083,566	$ -	$ -	$ 29,165,164
OPERATING EXPENSES				
Salaries, Wages and Employee Benefits	-	-	-	3,135,623
Maintenance and Operations	249,750	1,291	175	5,994,641
Insurance Premiums and Loss Provisions	13,364,853	-	-	18,162,990
Depreciation	-	-	-	2,179,513
Total Operating Expenses	13,614,603	1,291	175	29,472,767
Operating Income (Loss)	468,963	(1,291)	(175)	(307,603)
NONOPERATING REVENUES (EXPENSES)				
Interest Income	13,419	22,270	3,011	120,857
Interest (Expense)	-	-	-	(3,169)
Other Income	5,813	-	-	1,368,896
Other (Expenses)	-	-	-	(25,598)
Total Nonoperating Revenues (Expenses)	19,232	22,270	3,011	1,460,986
Income (Loss) Before Contributions and Transfers	488,195	20,979	2,836	1,153,383
CONTRIBUTIONS AND TRANSFERS				
Grants and Contributions	-	-	-	346,449
Transfers Out	-	(20,979)	-	(20,979)
Net Contributions and Transfers	-	(20,979)	-	325,470
CHANGE IN NET POSITION	488,195	-	2,836	1,478,853
NET POSITION				
Net Position - Beginning of Year	4,082,368	-	740,967	33,629,022
Net Position - End of Year	$ 4,570,563	$ -	$ 743,803	$ 35,107,875

CITY OF VISALIA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2021

	Fleet Services	Vehicle Replacement	Information Services	Risk Management
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers or Other Funds	$ 5,668,237	$ 1,360,882	$ 2,889,733	$ 5,163,253
Cash Payments to Suppliers for Services	(4,393,085)	(35,581)	(813,205)	(3,714,309)
Cash Payments to Employees for Services	(1,436,058)	-	(1,262,284)	(437,281)
Other Income	43,187	-	844,287	475,609
Other Payments	(35,489)	(19,888)	(68,675)	(360)
Net Cash Provided (Used) by Operating Activities	(153,208)	1,305,413	1,589,856	1,486,912
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers Out	-	-	-	-
Net Cash (Used) by Noncapital Financing Activities	-	-	-	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital Payments	-	(414,965)	(259,210)	-
Contributions	-	185,177	161,272	-
Net Cash (Used) by Capital and Related Financing Activities	-	(229,788)	(97,938)	-
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	(2,940)	27,366	12,448	42,114
Cash Flows from Investing Activities	(2,940)	27,366	12,448	42,114
Net Increase (Decrease) in Cash and Cash Investments	(156,148)	1,102,991	1,504,366	1,529,026
Cash and Cash Investments at Beginning of Year	191,725	6,809,018	2,695,510	11,318,905
Cash and Cash Investments at End of Year	$ 35,577	$ 7,912,009	$ 4,199,876	$ 12,847,931
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	$ (53,375)	$ (35,581)	$ 75,789	$ (634,056)
Other Income	43,187	-	844,287	475,609
Other Expenses	(35,489)	(19,888)	(68,675)	(360)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Depreciation	16,849	1,360,882	801,782	-
Net Change in Assets and Liabilities:				
Accounts and Interest Receivable	507	-	-	-
Supplies	(208,378)	-	-	-
Prepaid Expenses	-	-	-	-
Accounts Payable	83,491	-	(63,327)	49,257
Accrued Personnel Costs	-	-	-	-
Compensated Absences	-	-	-	-
Liability for Self-Insurance Claims	-	-	-	1,596,462
Net Cash Provided (Used) by Operating Activities	$ (153,208)	$ 1,305,413	$ 1,589,856	$ 1,486,912

CITY OF VISALIA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS (Continued)
FOR THE YEAR ENDED JUNE 30, 2021

	Health Benefits	Compensated Absences	Building Maintenance	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers or Other Funds	$ 14,080,369	$ 338,600	$ -	$ 29,501,074
Cash Payments to Suppliers for Services	(13,616,021)	(1,291)	(175)	(22,573,667)
Cash Payments to Employees for Services	-	-	-	(3,135,623)
Other Income	5,813	-	-	1,368,896
Other Payments	-	-	-	(124,412)
Net Cash Provided (Used) by Operating Activities	470,161	337,309	(175)	5,036,268
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers Out	-	(20,979)	-	(20,979)
Net Cash (Used) by Noncapital Financing Activities	-	(20,979)	-	(20,979)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital Payments	-	-	-	(674,175)
Contributions	-	-	-	346,449
Net Cash (Used) by Capital and Related Financing Activities	-	-	-	(327,726)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	13,419	22,270	3,011	117,688
Cash Flows from Investing Activities	13,419	22,270	3,011	117,688
Net Increase (Decrease) in Cash and Cash Investments	483,580	338,600	2,836	4,805,251
Cash and Cash Investments at Beginning of Year	3,252,470	5,480,008	740,967	30,488,603
Cash and Cash Investments at End of Year	$ 3,736,050	$ 5,818,608	$ 743,803	$ 35,293,854
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	$ 468,963	$ (1,291)	$ (175)	$ (179,726)
Other Income	5,813	-	-	1,368,896
Other Expenses	-	-	-	(124,412)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Depreciation	-	-	-	2,179,513
Net Change in Assets and Liabilities:				
Accounts and Interest Receivable	(3,197)	-	-	(2,690)
Supplies	-	-	-	(208,378)
Prepaid Expenses	(42,410)	-	-	(42,410)
Accounts Payable	2,299	-	-	71,720
Accrued Personnel Costs	25,693			25,693
Compensated Absences	-	338,600	-	338,600
Liability for Self-Insurance Claims	13,000	-	-	1,609,462
Net Cash Provided (Used) by Operating Activities	$ 470,161	$ 337,309	$ (175)	$ 5,036,268

CUSTODIAL FUNDS

CUSTODIAL FUNDS

GASB Statement No. 34 requires that Custodial Funds be presented separately from the government-wide and Fund financial statements.

Custodial funds account for resources held by the City in custodial capacity for individuals, other governmental units and non-public organizations.

Property and Business Improvement District #5 (PBID)
The City collects the district assessments on real property in the district to improve the district. The effective dates for the district are January 1, 2020 through December31, 2029.

Village West Improvement District
The City collects the district assessments on real property in the district to repay bonds for the repair of a private street.

Orchard Walk Underground Utilities District
The City collects the district assessments on real property in the district to pay for underground utilities.

Atwood Water Main Assessment District
The City collects the district assessments on real property in the district to repay bonds issued for the connection to the Cal Water main extension.

Laura Water Main Assessment District
The City collects the district assessments on real property in the district to repay bonds issued for the connection to the Cal Water main extension.

Visalia Tourism & Marketing District (VTMD)
The City collects the district assessments on room nights in the district to pay for promotion of travel and tourism specific to Visalia.

CITY OF VISALIA

COMBINING STATEMENTS OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
JUNE 30, 2021

	PBID # 5	Village West	Orchard Walk	Atwood	Laura	VTMD	Total Custodial Funds
ASSETS							
Cash and Investments (Note 3)	$228,126	$ -	$ 72,229	$ -	$ -	$54,634	$354,989
Accounts Receivable	3,475	-	-	100,204	64,549	4,340	172,568
District Assesment Receivable	15,280	310	1,271	606	-	99,267	116,734
Total Assets	246,881	310	73,500	100,810	64,549	158,241	644,291
LIABILITIES							
Accounts, Interest, and Contracts Payable	-	-	-	21	21	145,196	145,238
Deposits	-	-	-	20,000	23,124	-	43,124
Due to City	-	241	-	75,459	36,004	-	111,704
Total Liabilities	-	241	-	95,480	59,149	145,196	300,066
NET POSITION							
Restricted for:							
Individuals, Organizations, and Other Governments	$246,881	$ 69	$ 73,500	$ 5,330	$ 5,400	$13,045	344,225

CITY OF VISALIA
COMBINING STATEMENTS OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
FOR THE YEAR ENEDED JUNE 30, 2021

	PBID # 5	Village West	Orchard Walk	Atwood	Laura	VTMD	Total Custodial Funds
Additions							
Use of Money and Property	$ 1,722	$ 8	$ 378	$ -	$ -	$ 77	$ 2,185
Revenue from District Assessments	362,319	-	-	-	-	624,960	987,279
Miscellaneous Revenue	176,684	5,231	64,470	22,481	15,968	-	284,834
Total Additions	540,725	5,239	64,848	22,481	15,968	625,037	1,274,298
Deductions							
Obligation Requirements							
Interest on Bonds and Notes Payable	-	606	19,470	4,446	3,108	-	27,630
Total Obligation Requirements	-	606	19,470	4,446	3,108	-	27,630
Administrative Expenses	3,976	234	234	131	131	6,213	10,919
Total Administrative Expenses	3,976	234	234	131	131	6,213	10,919
Distribution of District Assessment	460,000	4,592	45,000	18,035	12,860	642,753	1,183,240
Total Distribution of District Assessment	460,000	4,592	45,000	18,035	12,860	642,753	1,183,240
Total Deductions	463,976	5,432	64,704	22,612	16,099	648,966	1,221,789
Change in Net Position	76,749	(193)	144	(131)	(131)	(23,929)	52,509
Net Position - Beginning of Year	170,132	262	73,356	5,461	5,531	36,974	291,716
Net Position - End of Year	$ 246,881	$ 69	$ 73,500	$ 5,330	$ 5,400	$ 13,045	$ 344,225

Statistical Section

Statistical Section

This part of the City of Visalia's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City of Visalia's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the City of Visalia's significant revenue sources, property tax and sales tax.

Debt Capacity

These schedules present information to help the reader assess the affordability of the City of Visalia's current levels of outstanding debt and the City of Visalia's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City of Visalia's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City of Visalia's financial report relates to the services the City of Visalia provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Report for the relevant year.

CITY OF VISALIA
NET POSITION BY COMPONENT
ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2012	2013	2014	2015
Governmental Activities:				
Net Investment in Capital Assets	$ 244,070	$ 259,744	$ 271,964	$ 284,901
Restricted	34,283	39,249	45,363	52,401
Unrestricted	55,851	61,930	60,694	(2,230)
Total Governmental Activities Net Position	$ 334,204	$ 360,923	$ 378,021	$ 335,072
Business-type Activities:				
Net Investment in Capital Assets	$ 206,947	$ 203,346	$ 198,310	$ 212,853
Restricted	4,993	4,890	121,630	71,139
Unrestricted	49,791	70,743	(27,024)	5,135
Total Business-type Activities Net Position	$ 261,731	$ 278,979	$ 292,916	$ 289,127
Primary Government:				
Net Investment in Capital Assets	$ 451,017	$ 463,090	$ 470,274	$ 497,754
Restricted	39,276	44,139	166,993	123,540
Unrestricted	105,642	132,673	33,670	2,905
Total Primary Government Net Position	$ 595,935	$ 639,902	$ 670,937	$ 624,199

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 288,048	$ 312,172	$ 325,420	$ 324,799	$ 335,920	$ 360,652
56,417	56,984	69,608	79,763	94,930	130,726
12,676	17,877	22,633	35,203	38,351	26,158
$ 357,141	$ 387,033	$ 417,661	$ 439,765	$ 469,201	$ 517,536
$ 242,950	$ 266,867	$ 271,696	$ 269,444	$ 270,985	$ 277,874
45,202	16,732	12,785	11,368	20,325	12,887
24,631	63,975	89,290	93,039	104,952	126,266
$ 312,783	$ 347,574	$ 373,771	$ 373,851	$ 396,262	$ 417,027
$ 530,998	$ 579,039	$ 597,116	$ 594,243	$ 606,905	$ 638,526
101,619	73,716	82,393	91,131	115,255	143,613
37,307	81,852	111,923	128,242	143,303	152,424
$ 669,924	$ 734,607	$ 791,432	$ 813,616	$ 865,463	$ 934,563

CITY OF VISALIA
CHANGES IN NET POSITION
ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2012	2013	2014	2015
Expenses:				
Governmental Activities:				
General Government	$ 7,188	$ 1,396	$ 4,070	$ 4,299
Community Development	6,154	6,133	5,266	5,985
Housing & Economic Development	822	608	-	-
Housing & Community Grants	-	-	-	-
Public Safety				
Police	29,475	30,407	31,714	30,378
Fire	12,508	13,548	14,308	13,858
Public Works	18,886	15,519	11,906	13,596
Parks & Recreation	6,866	6,455	9,000	8,999
Community Services	-	-	-	-
Interest on Long-Term Debt	736	304	191	145
Total Governmental Activities Expenses	82,635	74,370	76,455	77,260
Business-type Activities:				
Convention Center	5,353	5,404	5,943	5,688
Airport	2,342	2,389	2,505	2,530
Valley Oaks Golf	2,403	2,350	2,574	2,756
Wastewater and Storm				
Sewer Maintenance	12,492	13,004	15,281	16,791
Solid Waste	15,059	15,348	18,589	17,969
Transit	10,979	11,929	13,670	14,702
Baseball	244	285	295	332
Animal Control	-	1,103	1,184	1,141
Building Safety	1,562	1,570	1,768	1,969
Total Business-Type Activities Expenses	50,434	53,382	61,809	63,878
Total Primary Government Expenses	133,069	127,752	138,264	141,138
Program Revenues:				
Governmental Activities:				
Charges for Services:				
General Government	183	152	265	1,952
Community Development	873	778	1,503	1,633
Housing & Economic Development	270	199	-	-
Housing & Community Grants	-	-	-	-
Public Safety				
Police	2,808	2,135	2,516	2,690
Fire	657	667	626	802
Public Works	7,641	7,643	8,773	9,279
Parks & Recreation	1,550	1,875	2,974	3,068
Community Services	-	-	-	-
Operating Grants and Contributions	3,222	3,983	3,184	4,581
Capital Grants and Contributions	10,038	22,621	12,152	8,556
Total Governmental Activities Program Revenues	$ 27,242	$ 40,053	$ 31,993	$ 32,561

In 2007 the City created the Housing & Economic Development Department and in 2014 it was absorbed in Community Development.
In 2020 the City seperated the Housing & Community Grants from Community Development.
In 2020 the City renamed the Parks & Recreation department to Community Services Department.

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 4,262	$ 3,653	$ 5,778	$ 4,951	$ 7,404	$ 6,883
4,768	3,570	2,028	6,098	2,477	2,741
-	-	-	-	-	-
-	-	-	-	1,667	2,751
31,182	34,737	38,720	39,996	44,992	44,431
15,331	16,948	16,881	17,371	19,000	19,745
24,526	19,270	19,579	15,155	20,424	12,224
799	3,988	4,820	5,540	-	-
-	-	-	-	12,146	11,271
702	561	508	471	450	401
81,570	82,727	88,314	89,582	108,560	100,447
5,822	5,525	5,517	4,952	4,300	2,360
2,219	1,999	2,017	2,199	2,127	3,119
2,502	2,426	1,571	-	-	-
19,836	23,845	18,488	21,031	25,263	25,541
16,309	17,422	18,847	24,168	18,963	19,212
14,772	14,726	18,360	20,408	17,837	17,263
342	329	354	350	221	243
1,881	2,490	1,993	1,908	2,003	1,927
2,306	3,103	3,303	3,303	3,490	3,411
65,989	71,865	70,450	78,319	74,204	73,076
147,559	154,592	158,764	167,901	182,764	173,523
653	717	794	1,247	896	1,110
2,142	2,122	1,955	1,788	1,283	871
-	-	-	-	-	-
-	-	-	-	23	22
2,804	2,716	2,636	3,055	3,126	2,953
1,256	1,492	1,875	1,678	1,620	1,654
10,011	10,736	11,344	12,286	10,459	11,303
3,468	3,321	3,509	4,140	-	-
-	-	-	-	7,778	7,957
3,660	3,118	2,619	2,648	5,083	6,064
9,625	14,635	9,206	12,022	11,765	12,148
$ 33,619	$ 38,857	$ 33,938	$ 38,864	$ 42,033	$ 44,082

(Continued)

CITY OF VISALIA
CHANGES IN NET POSITION
ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2012	2013	2014	2015
Business-Type Activities:				
Charges for Services:				
Convention Center	$ 3,339	$ 3,446	$ 4,099	$ 3,617
Airport	1,611	1,647	1,734	1,708
Valley Oaks Golf	2,323	2,389	2,409	2,401
Wastewater and Storm Sewer Maintenance	19,150	21,465	22,365	26,210
Solid Waste	17,931	17,945	19,570	19,222
Transit	2,964	4,051	3,974	4,366
Baseball	119	102	8	17
Animal Control	-	104	219	309
Building Safety	1,429	2,102	2,948	3,274
Operating Grants and Contributions	7,189	6,433	6,588	9,841
Capital Grants and Contributions	16,296	5,370	4,045	2,691
Total Business-Type Activities Program Revenues	72,351	65,054	67,959	73,656
Total Primary Government Program Revenues	99,593	105,107	99,952	106,217
Net Revenues (Expenses):				
Governmental Activities	(55,393)	(34,317)	(44,462)	(44,699)
Business-Type Activities	21,917	11,672	6,150	9,778
Total Net Revenues (Expenses)	(33,476)	(22,645)	(38,312)	(34,921)
General Revenues and Other Changes in Net Position:				
Governmental Activities:				
Taxes:				
Sales Taxes	25,488	30,342	28,791	32,237
Property Taxes	17,649	23,886	27,306	27,708
Incremental Property Taxes	7,929	-	-	-
Other Taxes	6,133	6,276	6,921	8,306
Investment Earnings	1,390	993	513	1,894
Gain from Sale of Capital Assets	-	-	-	5
Miscellaneous	679	2,892	1,317	1,587
Transfers and Extraordinary Items	4,138	(3,355)	(4,322)	(4,265)
Total Governmental Activities	63,406	61,034	60,526	67,472
Business-Type Activities:				
Investment Earnings	439	457	454	440
Miscellaneous	2,663	1,764	3,349	2,622
Transfers	2,598	3,355	4,322	4,265
Total Business-Type Activities	5,700	5,576	8,125	7,327
Total Primary Government	69,106	66,610	68,651	74,799
Changes in Net Position:				
Governmental Activities	8,013	26,717	16,064	22,773
Business-Type Activities	27,617	17,248	14,275	17,105
Total Primary Government	$ 35,630	$ 43,965	$ 30,339	$ 39,878

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 3,587	$ 3,483	$ 3,657	$ 2,967	$ 1,882	$ 505
1,925	1,710	1,817	1,701	1,616	1,775
2,405	2,372	1,337	-	-	-
26,033	26,822	27,060	28,057	27,479	27,744
18,852	19,831	20,216	19,225	19,457	20,564
6,004	4,969	5,055	5,000	5,081	3,623
18	51	68	50	4	-
430	487	441	573	580	646
3,873	3,741	3,465	3,959	4,520	4,934
4,183	14,050	16,499	12,987	15,949	15,455
17,291	21,188	12,160	5,093	7,650	12,093
84,601	98,704	91,775	79,612	84,218	87,339
118,220	137,561	125,713	118,476	126,251	131,421
(47,951)	(43,870)	(54,376)	(50,718)	(66,527)	(56,365)
18,612	26,839	21,325	1,293	10,014	14,263
(29,339)	(17,031)	(33,051)	(49,425)	(56,513)	(42,102)
36,145	44,574	54,104	58,561	60,351	70,926
26,810	22,429	23,687	25,076	26,297	27,875
-	-	-	-	-	-
7,638	7,800	8,341	8,663	7,987	9,275
725	1,074	1,409	4,064	4,614	1,311
7	3	1	-	-	-
2,563	1,944	1,504	1,704	1,387	1,056
(4,138)	(3,869)	(4,140)	(3,785)	(4,489)	(4,018)
69,750	73,955	84,906	94,283	96,147	106,425
576	690	872	4,024	4,345	674
3,439	3,478	3,431	2,344	2,939	1,810
4,138	3,869	4,140	3,785	4,489	4,018
8,153	8,037	8,443	10,153	11,773	6,502
77,903	81,992	93,349	104,436	107,920	112,927
21,799	30,085	30,530	43,565	29,620	50,060
26,765	34,876	29,768	11,446	21,787	20,765
$ 48,564	$ 64,961	$ 60,298	$ 55,011	$ 51,407	$ 70,825

CITY OF VISALIA
FUND BALANCES OF GOVERNMENTAL FUNDS
MODIFIED ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2012	2013	2014	2015
General Fund:				
Nonspendable	$ 1,519	$ 1,168	$ 580	$ 435
Restricted	-	-	-	-
Committed	14,930	12,186	16,330	17,719
Assigned	10,776	21,665	18,629	19,486
Unassigned	1,363	1,305	1,387	4,043
Total General Fund	28,588	36,324	36,926	41,683
All Other Governmental Funds:				
Nonspendable	41	7	15	-
Restricted	55,905	44,392	44,817	45,965
Committed	347	-	5,318	7,271
Assigned	1,960	1,632	1,632	1,632
Unassigned	(23,970)	(6,782)	(6,419)	(2,471)
Total All Other Governmental Funds	34,283	39,249	45,363	52,397
Total Governmental Fund Balance	$ 62,871	$ 75,573	$ 82,289	$ 94,080

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 357	$ 1,346	$ 1,365	$ 1,125	$ 678	$ 3,480
-	1,193	-	-	-	-
28,018	19,805	21,921	15,344	16,239	16,609
18,781	21,857	24,981	25,215	30,278	27,629
4,787	9,612	10,214	9,753	5,497	5,428
51,943	53,813	58,481	51,437	52,692	53,146
-	47	815	-	-	-
50,857	51,465	54,253	68,188	91,088	144,003
15,903	9,582	18,233	31,924	30,259	36,280
1,243	1,243	1,632	1,632	1,168	848
(11,627)	(5,393)	(6,005)	(3,925)	(4,475)	(31)
56,376	56,944	68,928	97,819	118,040	181,100
$ 108,319	$ 110,757	$ 127,409	$ 149,256	$ 170,732	$ 234,246

CITY OF VISALIA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
MODIFIED ACCRUAL BASIS OF ACCOUNTING
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2012	2013	2014	2015
Revenues:				
Sales Tax	$ 25,488	$ 30,342	$ 28,791	$ 32,237
Property Tax	25,578	23,886	27,306	26,711
Other Taxes	6,134	6,276	6,920	7,662
Subventions and Grants	13,260	26,604	15,336	13,137
Licenses and Permits	93	109	61	109
Fees and Fines	6,007	6,433	8,751	9,199
Use of Money and Property	1,389	1,087	907	2,334
Charges for Current Services	5,584	5,042	5,589	6,257
Miscellaneous	1,875	4,256	2,253	2,067
Total Revenues	85,408	104,035	95,914	99,713
Expenditures				
Current:				
General Government	5,099	270	2,477	2,896
Community Development	4,586	5,384	5,209	6,684
Housing & Economic Development	822	598	-	-
Housing & Community Grants	-	-	-	-
Public Safety:				
Police	29,138	29,412	13,708	13,598
Fire	12,123	13,130	30,228	30,469
Public Works	8,174	7,875	3,239	5,563
Community Services	5,630	5,777	7,956	8,104
Capital Outlay	25,218	24,708	22,429	17,378
Debt Service:				
Principal Retirement	938	615	649	2,229
Interest and Fiscal Charges	723	294	189	138
Total Expenditures	92,451	88,063	86,084	87,059
Excess (Deficiency) of Revenues Over (Under) Expenditures	(7,044)	15,972	9,830	12,654
Other Financing Sources (Uses):				
Issuance of Long-Term Debt	-	-	-	-
Proceeds from Long-Term Debt	-	-	-	-
Redemption of Long-Term Debt	-	-	-	-
Sales of Real Property	33	96	11	12
Proceeds from Sale of Capital	-	-	-	5
Issuance of Debt	-	-	-	1,558
Bond Premium	-	-	-	-
Transfers In	5,867	1,424	970	2,482
Transfers Out	(8,464)	(4,760)	(5,300)	(7,254)
Total Other Financing Sources (Uses)	(2,564)	(3,240)	(4,319)	(3,197)
Extraordinary Items	(7,296)	-	-	-
Net Change in Fund Balances	$ (16,904)	$ 12,732	$ 5,511	$ 9,457
Debt Service as a Percentage of				
Noncapital Expenditures [1]	2.2%	1.3%	1.2%	3.2%

[1] The calculation of debt service as a percentage of noncapital expenditures excludes capital outlays.

In 2007 the City created the Housing & Economic Development Department and in 2014 it was absorbed in Community Development.
In 2020 the City seperated the Housing & Community Grants from Community Development.
In 2020 the City renamed the Parks & Recreation department to Community Services Department.

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 36,144	$ 44,575	$ 54,104	$ 58,561	$ 60,350	$ 70,926
26,880	22,370	23,694	25,048	26,282	27,885
7,608	7,681	8,272	8,619	8,020	9,290
13,286	14,160	10,355	13,505	14,829	17,865
87	81	88	95	84	73
10,520	10,552	10,991	12,267	13,929	14,264
1,133	1,522	1,843	4,470	4,841	1,479
7,014	7,859	8,367	8,692	8,374	8,117
2,477	2,578	2,260	2,999	2,208	1,754
105,149	111,378	119,974	134,256	138,917	151,653
3,102	3,335	3,913	3,049	3,944	4,610
5,119	5,245	5,272	6,052	2,114	2,552
-	-	-	-	-	-
-	-	-	-	753	2,269
15,070	15,855	16,160	17,115	17,360	18,678
31,728	33,378	35,382	38,446	41,638	42,420
8,958	8,874	9,053	8,966	5,400	5,305
3,231	3,531	3,510	3,988	10,501	9,736
32,435	34,136	24,248	27,031	29,900	19,298
1,178	1,321	1,364	1,136	895	882
694	548	507	465	437	397
101,515	106,223	99,409	106,248	112,942	106,147
3,634	5,155	20,565	28,008	25,975	45,506
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
655	1,465	113	517	-	1,028
7	3	1	1	16	3
13,121	-	-	-	-	-
785	-	-	-	-	-
2,070	8,373	3,272	9,509	8,482	13,700
(6,304)	(12,365)	(7,398)	(13,125)	(12,813)	(17,697)
10,334	(2,524)	(4,012)	(3,098)	(4,315)	(2,966)
-	-	-	-	-	-
$ 13,968	$ 2,631	$ 16,553	$ 24,910	$ 21,660	$ 42,540
2.4%	2.3%	2.3%	2.0%	1.5%	1.5%

CITY OF VISALIA
DIRECT AND OVERLAPPING PROPERTY TAX RATES
LAST TEN FISCAL YEARS
(Rate per $100 of Assessed Value)

	Fiscal Year			
	2012	2013	2014	2015
City Direct Rate:				
City Basic Rate	$ 0.1154	$ 0.1152	$ 0.1152	$ 0.1150
Total City Direct Rate	0.1154	0.1152	0.1152	0.1150
Overlapping Rates:				
Visalia Unified School District	0.3068	0.3068	0.3068	0.3068
College of The Sequoias	0.0537	0.0537	0.0537	0.0537
County of Tulare	0.1846	0.1840	0.1832	0.1832
Tulare County Schools	0.0248	0.0248	0.0248	0.0248
Tulare County Flood Control District	0.0022	0.0022	0.0022	0.0022
Air Pollution Control District	0.0004	0.0004	0.0004	0.0004
Library Fund	0.0156	0.0156	0.0156	0.0158
Memorial District	0.0016	0.0016	0.0016	0.0016
Cemetery District	0.0011	0.0011	0.0011	0.0011
Delta Vector Control District	0.0142	0.0142	0.0142	0.0142
Kaweah Delta Hospital	0.0096	0.0096	0.0096	0.0096
Kaweah Delta Water District	0.0289	0.0289	0.0289	0.0289
Education Revenue Augmentation	0.2412	0.2420	0.2429	0.2430
Visalia Unified School District Bonds	0.0300	0.0300	0.0300	0.0300
Kaweah Delta Hospital Bonds	0.0272	0.0253	0.0282	0.0209
Kaweah Delta Water Assessment	0.0005	0.0001	0.0004	0.0005
Land and Improvements	-	-	-	-
Total Direct Rate[1]	$ 1.0578	$ 1.0554	$ 1.0588	$ 1.0517

NOTE:
In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

[1] The City's total direct tax rate varies by tax rate area. The rate provided comes from tax rate area 006-008 and is representative of other tax rate areas within the City.

Source: Tulare County Auditor Controller's Office

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 0.1150	$ 0.1150	$ 0.1150	$ 0.1150	$ 0.1150	$ 0.1150
0.1150	0.1150	0.1150	0.1150	0.1150	0.1150
0.3068	0.3068	0.3068	0.3068	0.3068	0.3068
0.0537	0.0537	0.0537	0.0537	0.0537	0.0537
0.1834	0.1836	0.1825	0.1825	0.1818	0.1820
0.0248	0.0248	0.0248	0.0248	0.0248	0.0248
0.0022	0.0022	0.0021	0.0021	0.0021	0.0021
0.0004	0.0004	0.0004	0.0004	0.0004	0.0004
0.0158	0.0158	0.0157	0.0157	0.0156	0.0156
0.0016	0.0016	0.0016	0.0016	0.0016	0.0016
0.0011	0.0011	0.0011	0.0011	0.0011	0.0011
0.0142	0.0142	0.0141	0.0141	0.0141	0.0141
0.0096	0.0096	0.0096	0.0096	0.0096	0.0096
0.0289	0.0289	0.0289	0.0289	0.0289	0.0289
0.2430	0.2426	0.2438	0.2438	0.2447	0.2445
0.0226	0.0270	0.0183	0.0225	0.0225	0.0425
0.0237	0.0206	0.0198	0.0181	0.0181	0.0169
0.0004	0.0003	0.0004	0.0004	0.0003	0.0004
-	-	-	-	-	-
$ 1.0472	$ 1.0482	$ 1.0386	$ 1.0411	$ 1.0411	$ 1.0600

CITY OF VISALIA

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

(In Thousands)

Fiscal Year Ended June 30	City			Total Direct Tax Rate [1]
	Secured	Unsecured	Taxable Assessed Value	
2012	$ 7,516,654	$ 389,762	$ 7,906,416	0.115%
2013	7,291,841	409,092	7,700,933	0.115%
2014	7,669,621	409,634	8,079,255	0.115%
2015	8,186,023	442,930	8,628,953	0.115%
2016	8,672,154	438,480	9,110,634	0.115%
2017	9,144,989	435,751	9,580,740	0.115%
2018	9,502,122	498,924	10,001,046	0.115%
2019	10,066,721	534,555	10,601,276	0.115%
2020	10,592,327	552,734	11,145,061	0.115%
2021	11,213,027	576,723	11,789,750	0.115%

NOTE:
In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

[1] The City's total direct tax rate varies by tax rate area. The rate provided comes from tax rate area 006-008 and is representative of other tax rate areas within the City.

Source: Tulare County Auditor Controller's Office

CITY OF VISALIA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO
(In Thousands)

	2021			2012		
Taxpayer	Taxable Assessed Value	Percent Of Total City Taxable Assessed Value	Rank	Taxable Assessed Value	Percent Of Total City Taxable Assessed Value	Rank
California Dairies Inc.	$ 169,037	1.43%	1	$ 203,463	2.57%	1
Perfection Pet Foods LLC	56,902	0.48%	2	-	0.00%	
Caldwell Mooney Partners	55,455	0.47%	3	-	0.00%	
Graphic Packing INT	48,844	0.41%	4	-	0.00%	
California Water Service	47,114	0.40%	5	32,449	0.41%	5
Visalia Mall LP	46,961	0.40%	6	40,284	0.51%	3
Cottonwood Fresno Holdings LLC	40,000	0.34%	7	37,000	0.47%	4
Target Corporation	39,923	0.34%	8	-	0.00%	
VWR International LLC	37,910	0.32%	9	-	0.00%	
G4 Enterprises	34,812	0.30%	10	-	-	
Imperial Bondware Corp.	-	-	-	68,951	0.87%	2
US Industrial Reit II	-	-	-	26,144	0.33%	10
Crunch Time LP	-	-	-	28,053	0.35%	7
Blam-Jade A Gen PTNSHP	-	-	-	29,851	0.38%	6
Bank of America NT&SA	-	-	-	27,029	0.34%	8
VF Outdoor	-	-	-	26,538	0.34%	9
Total Ten Largest Tax Payers	$ 576,958	4.89%		$ 519,762	6.57%	
All Other Tax Payers	$11,212,792	95.11%		$7,386,654	93.43%	
Total Assessed Valuation - All Tax Payers	$11,789,750	100.00%		$7,906,416	100.00%	

The amounts shown above include assessed value data for both the City and the Successor Agency.

Source: Tulare County Auditor-Controller

CITY OF VISALIA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(In Thousands)

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2012	$ 19,198	$ 19,198	100.00%	-	$ 19,198	100.00%
2013	16,106	16,106	100.00%	-	16,106	100.00%
2014	17,167	17,167	100.00%	-	17,167	100.00%
2015	18,755	18,755	100.00%	-	18,755	100.00%
2016	19,764	19,764	100.00%	-	19,764	100.00%
2017	20,337	20,337	100.00%	-	20,337	100.00%
2018	21,335	21,335	100.00%	-	21,335	100.00%
2019	22,634	22,634	100.00%	-	22,634	100.00%
2020	23,711	23,711	100.00%	-	23,711	100.00%
2021	25,185	25,185	100.00%	-	25,185	100.00%

NOTE:
The amounts presented include secured City property taxes and Successor Agency tax increment. This schedule also includes amounts collected by the City and Redevelopment Agency that were passed-through to other agencies.

Source: Tulare County Auditor Controller's Office

CITY OF VISALIA
HISTORICAL SALES AND USE TAX RATES

Effective Date	End Date	Statewide Base Sales and Use Tax Rate: State Jurisdiction	Local Transportation Fund	Local City Rate (1)	City Rate Measure T	County Rate Measure R	City Rate Measure N	Combined Rate
08/01/1933	06/30/1935 (2)	2.50%						2.50%
07/01/1935	06/30/1943	3.00%						3.00%
07/01/1943	06/30/1949	2.50%						2.50%
07/01/1949	12/31/1961	3.00%		1.00%				4.00%
01/01/1962	07/31/1967	3.00%		1.00%				4.00%
08/01/1967	06/30/1972	4.00%	0.25%	1.00%				5.25%
07/01/1972	06/30/1973	3.75%	0.25%	1.00%				5.00%
07/01/1973	09/30/1973	4.75%	0.25%	1.00%				6.00%
10/01/1973	03/31/1974	3.75%	0.25%	1.00%				5.00%
04/01/1974	11/30/1989	4.75%	0.25%	1.00%				6.00%
12/01/1989	12/31/1990	5.00%	0.25%	1.00%				6.25%
01/01/1991	07/14/1991	4.75%	0.25%	1.00%				6.00%
07/15/1991	12/31/2000	6.00%	0.25%	1.00%				7.25%
01/01/2001	12/31/2001	5.75%	0.25%	1.00%				7.00%
01/01/2002	06/30/2004	6.00%	0.25%	1.00%				7.25%
07/01/2004	03/31/2007	6.25%	0.25%	0.75% (3)	0.25% (4)			7.50%
04/01/2007	03/31/2009	6.25%	0.25%	0.75%	0.25%	0.50% (5)		8.00%
04/01/2009	06/30/2011	7.25%	0.25%	0.75%	0.25%	0.50%		9.00%
07/01/2011	12/31/2012	6.25%	0.25%	0.75%	0.25%	0.50%		8.00%
01/01/2013	12/31/2016	6.50%	0.25%	0.75%	0.25%	0.50%		8.25%
01/01/2017	03/31/2017	6.00%	0.25%	1.00%	0.25%	0.50%		8.00%
04/01/2017	Current	6.00%	0.25%	1.00%	0.25%	0.50%	0.50% (6)	8.50%

NOTES:

(1) The Bradley-Burns Uniform Local Sales and Use Tax Law was encated in 1955. The law authorizes cities and counties to impose a sales and use tax. Effective January 1, 1962, all cities and counties have adopted ordinances for the State Board of Equalization to collect the local tax.

(2) Sales Tax only. The use tax was enacted effective July 1, 1935.

(3) In March 2004, a State ballot measure was passed issuing deficit reduction bonds for State purposes. Funding was provided effective July 1, 2004, by repealing 25% of the local 1% sales tax and then adopting a new 1/4 cent sales tax dedicated to the repayment of the deficit reduction bonds. Cities and counties would then be "made whole" by the State from increased property tax allocations via reduced contributions to ERAF. This "triple flip" is theoretically revenue-neutral, and as such, the effective rate for revenue purposes remains at 1%.

(4) In March 2004, the voters of the City of Visalia passed a sales tax override (Measure T) to increase public saftey in the community increasing the City rate by 1/4% ,effective July 1, 2004. The measure requires the City Manager to annually recertify the Measure T plan to the City Council. Additionally, the plan must be reafirrmed every 8 years by a 4 out of 5 City Council approval.

(5) In November 2006, voters in the County of Tulare approved a countywide sales tax measure (Measure R) giving the County a 1/2% rate increase which became effective April 1, 2007. The sales tax measure has a sunset period of 30 years. The revenue is earmarked for transportation projects with allocations as follows: 50% for regional projects, 35% goes to cities for their street programs, 14% for transportation enhancement programs, and 1% for administration.

(6) In November 2016, voters of the City of Visalia passed a 1/2 (half-cent) sales tax override (Measure N), effective April 1, 2017. The proceeds of this tax will provide the City with a reliable, ongoing, local source of funding for public safety, repairs and maintenance for streets, and maintenance of parks and trails.

Source:
(1)(2)(3) State Board of Equalization, State of California
(4)(5)(6) City of Visalia

CITY OF VISALIA
TAXABLE SALES TRANSACTIONS BY TYPE
2016-2020 CALENDAR YEARS
(Dollars in Thousands)

	2016	2017	2018	2019	2020
Retail Stores					
Apparel Stores	$ 138,129	$ 138,637	$ 144,806	$ 145,638	$ 107,987
General Merchandise Stores	398,900	400,820	406,490	405,765	387,705
Food Stores	123,005	120,900	124,058	124,210	138,239
Eating and Drinking Places	263,310	277,409	288,003	296,010	249,567
Home Furnishings and Appliances	91,778	86,839	91,966	92,407	91,551
Bldg. Material and Farm Implemen	213,421	222,315	312,640	242,041	286,433
Auto Dealers and Auto Supplies	411,684	401,536	377,145	375,482	370,099
Service Stations	141,307	163,999	155,709	171,821	132,712
Other Retail Stores	212,872	203,637	215,347	214,145	218,646
Retail Stores Totals	1,994,406	2,016,092	2,116,164	2,067,519	1,982,939
All Other Outlets	775,194	794,330	854,888	1,029,450	1,081,731
Totals All Outlets	$ 2,769,600	$ 2,810,422	$ 2,971,052	$ 3,096,969	$ 3,064,670

Source: Avenue Insights & Analytics (MuniServices)

Note: 2020 is latest available year.

CITY OF VISALIA
TOP 25 SALES TAX CONTRIBUTORS
2020 CALENDAR YEAR
(in alphabetical order)

ARCO AM/PM Mini Marts
Best Buy Stores
Bluescope Buildings
Butler Animal Health Supply
Chevron Service Stations
COSTCO Wholesale
Giant Chevrolet Company
HILTI
Home Depot
J.C. Lansdowne
Lampe Chrysler Dodge Jeep Ram
Lawrence Tractor Co
Lowe's Home Improvement
McDonald's Restaurants
MWI Veterinary Supply
Nissan of Visalia
Ross Stores
Save Mart Supermarkets
Target Stores
Tri-Animal Health Services
Visalia Buick GMC
Visalia Ford
Visalia Toyota
VWR International
Wal Mart Stores

Source: Avenue Insights & Analytics (MuniServices)

Note: 2020 is latest available year.

CITY OF VISALIA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(In Thousands, except Debt per Capita)

	Governmental Activities			
Fiscal Year Ended June 30	Certificates of Participation	Tax Allocation Bonds	Notes Payable	Total Governmental Activities
2012	$ 2,175	$ -	$ 2,972	$ 5,147
2013	2,323	-	2,584	4,907
2014	2,022	-	2,173	4,195
2015	1,306	-	1,987	3,293
2016	13,678	-	1,479	15,157
2017	12,835	-	937	13,772
2018	11,994	-	372	12,366
2019	11,155	-	54	11,209
2020	10,310	-	-	10,310
2021	9,428	-	-	9,428

NOTES:

[1]US Department of Commerce Bureau of Economic Analysis

Personal Income Data from the Bureau of Economic Analysis is only available through 2019.

Business-type Activities					
Certificates of Participation	Notes	Total Business-type Activities	Total Primary Government	Percentage of Personal Income[1]	Debt Per Capita
$ 11,998	$ -	$ 11,998	$ 17,145	0.12%	135
17,270	-	17,270	22,177	0.15%	173
15,557	14,999	30,556	34,751	0.21%	268
12,442	56,979	69,421	72,714	0.43%	566
16,053	84,995	101,048	116,205	0.66%	887
14,834	92,703	107,537	121,309	0.66%	911
13,602	96,516	110,118	122,484	0.66%	899
12,360	94,133	106,493	117,702	0.59%	852
11,103	91,705	102,808	113,118	N/A	816
9,810	89,266	99,076	108,504	N/A	779

CITY OF VISALIA
RATIO OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS
(In Thousands, except Debt per Capita)

Fiscal Year Ended June 30	Outstanding General Bonded Debt: Certificates of Participation	Total	Percent of Assessed Value [1]	Debt Per Capita
2012	$ 1,550	$ 1,550	0.02%	12
2013	1,698	1,698	0.02%	13
2014	1,384	1,384	0.02%	11
2015	1,304	1,304	0.02%	10
2016	13,670	13,670	0.15%	104
2017	12,827	12,827	0.13%	96
2018	11,985	11,985	0.12%	88
2019	11,155	11,155	0.11%	81
2020	10,310	10,310	0.09%	74
2021	9,428	9,428	0.08%	68

General bonded debt is debt payable with governmental fund resources and general obligation bonds recorded in enterprise funds (of which, the City has none).

[1]Assessed value has been used because the actual value of taxable property is not readily available in the State of California.

CITY OF VISALIA
DIRECT AND OVERLAPPING DEBT
JUNE 30, 2021
(In Thousands)

2020-21 City Assessed Valuation	$ 11,789,750	
Successor Agency Incremental Valuation	1,022,009	
Total Assessed Valuation	$ 12,811,759	

	Percentage Applicable [1]	Outstanding Debt 6/30/21	Estimated Share of Overlapping Debt
Overlapping Tax and Assessment Debt:			
College of the Sequoias Tulare School Facilities Improvement District	0.475%	$ 64,167	$ 305
College of the Sequoias Visalia School Facilities Improvement District	67.952%	25,024	17,004
Visalia Unified School District	86.411%	86,710	74,927
Tulare Joint Union High School District	0.615%	17,190	106
Liberty School District	18.030%	476	86
Kaweah Delta Hospital District	85.185%	40,600	34,585
City of Visalia 1915 Act Bonds	100.000%	387	387
Total Overlapping Tax and Assessment Debt		234,554	127,400
Direct and Overlapping General Fund Debt:			
Tulare County Certificates of Participation	33.222%	30	10
Tulare County Pension Obligation Bonds	33.222%	223	74
Tulare County Board of Education Certificates of Participation	33.222%	37	12
College of The Sequoias Certificates of Participation	35.876%	4,545	1,631
Visalia Unified School District Certificates of Participation	86.411%	71,305	61,616
Liberty School District Certificates of Participation	18.030%	2,240	404
City of Visalia General Fund Obligations	**100.000%**	**9,848**	**9,848**
Total Direct and Overlapping General Fund Debt		88,228	73,595
Overlapping Tax Increment Debt (Successor Agency)	100.000%	1,280	1,280
Total Direct Debt		**9,848**	**9,848**
Total Overlapping Debt		313,991	192,427
Combined Total Debt		$ 323,839	$ 202,275

Notes:

[1]Percentage of overlapping agency's assessed valuation located within boundaries of the City

Source: California Municipal Statistics, Inc.

CITY OF VISALIA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS
(In Thousands)

	Fiscal Year			
	2012	2013	2014	2015
Assessed valuation	$ 7,906,416	$ 7,700,933	$ 8,079,201	$ 8,628,953
Conversion percentage	25%	25%	25%	25%
Adjusted assessed valuation	1,976,604	1,925,233	2,019,800	2,157,238
Debt limit percentage	15%	15%	15%	15%
Debt limit	296,491	288,785	302,970	323,586
Total net debt applicable to limit:				
General obligation bonds	-	-	-	-
Legal debt margin	$ 296,491	$ 288,785	$ 302,970	$ 323,586
Total debt applicable to the limit as a percentage of debt limit	0.0%	0.0%	0.0%	0.0%

NOTE:
The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown above reflect a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect at the time that the legal debt margin was enacted by the State of California for local governments located within the state.

Source: City Finance Department
Tulare County Tax Assessor's Office

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 9,110,634	$ 9,580,740	$ 10,001,046	$ 10,601,276	$ 11,145,062	$ 11,789,750
25%	25%	25%	25%	25%	25%
2,277,659	2,395,185	2,500,262	2,650,319	2,786,266	2,947,438
15%	15%	15%	15%	15%	15%
341,649	359,278	375,039	397,548	417,940	442,116
-	-	-	-	-	-
$ 341,649	$ 359,278	$ 375,039	$ 397,548	$ 417,940	$ 442,116
0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

CITY OF VISALIA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS
(In Thousands)

	Wastewater & Storm Sewer Maintenance Fund Wastewater Revenue Bonds					
Fiscal Year Ended June 30	Operating Revenue	Less: Operating Expenses	Net Available Revenue	Debt Service Principal	Debt Service Interest	Debt Service Coverage
2012	$ 19,150	$ 9,387	$ 9,763	$ -	$ -	-
2013	21,465	10,163	11,302	-	-	-
2014	22,365	9,180	13,185	-	-	-
2015	25,031	11,184	13,847	-	-	-
2016	25,504	11,778	13,726	-	-	-
2017	26,822	12,863	13,959	-	-	-
2018	27,060	13,561	13,499	-	-	-
2019	28,057	15,062	12,995	-	-	-
2020	27,479	16,163	11,316	-	-	-
2021	27,862	15,734	12,128	-	-	-

(1) 2002 Wastewater System Revenue Bonds were fully called in December 2010.

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements
Operating expenses do not include interest or depreciation expenses.

CITY OF VISALIA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Calendar Year	Population (1)	Assessed Value (in thousands) (2)	Per Capita Assessed Value	Personal Income (in thousands) (3)	Per Capita Personal Income (3)	Unemployment Rate (4)
2012	127,061	$ 7,906,416	$ 62,225	$ 14,531,771	$ 32,237	16.5%
2013	128,443	7,700,933	59,956	15,283,723	33,690	14.5%
2014	129,481	8,079,201	62,397	16,941,984	37,117	13.2%
2015	128,447	8,628,953	67,179	17,105,786	37,300	11.0%
2016	130,977	9,110,634	69,559	17,578,692	38,145	10.3%
2017	133,151	9,580,740	71,954	18,466,575	39,756	9.9%
2018	136,246	10,001,046	73,404	18,679,327	40,206	9.6%
2019	138,207	10,601,276	76,706	19,973,932	42,845	9.1%
2020	138,649	11,145,062	80,383	NA	NA	17.1%
2021	139,254	11,789,750	84,664	NA	NA	11.1%

Sources: (1) State Department of Finance
(2) Tulare County Auditor-Controller
(3) US Department of Commerce Bureau of Ecomonic Analysis*
(4) US Department of Labor Bureau of Labor Statistics/State of California Employment Development Department*

* Rate for Tulare County as of June 30

Note:
Personal Income & Per Capita Personal Income Data from the Bureau of Economic Analysis is only available through 2019.

CITY OF VISALIA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND TWO YEARS AGO

	2021			2019		
Employer	Number of Employees	Rank	Percent of Total Employment	Number of Employees	Rank	Percent of Total Employment
County of Tulare (1)	4,311	2	2.40%	5,033	1	2.68%
Kaweah Delta Healthcare (1)	4,550	1	2.53%	2,132	3	1.14%
Visalia Unified School District (2)	2,796	3	1.56%	2,943	2	1.57%
Visalia Mall (cumulative) (1)	1,200	4	0.67%			
VF Outdoor Inc (1)	1,012	5	0.56%	600	7	0.32%
Walmart (incl. Neigborhood Market) (1)	840	6	0.47%	400	8	0.21%
Graphic Packaging (Intl. Paper Co.) (1)	757	7	0.42%	350	9	0.19%
College of the Sequoias (1)	705	8	0.39%	1,160	4	0.62%
City of Visalia (3)	657	9	0.37%	642	6	0.34%
UPS (1)	600	10	0.33%			
CIGNA Health Care (1)				700	5	0.37%
Jostens (1)				320	10	0.17%
Number of Employed (4)	179,800			187,800		

Source: (1) City of Visalia Economic Development Division (December 2020)
(2) Visalia Unified School District
(3) City of Visalia Budget
(4) State of California Employment Development Department

The City of Visalia has elected to compare the curent year of data with the data from two years ago for this schedule.

CITY OF VISALIA
FULL-TIME CITY EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
Function	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Administration	41	46	44	46	46	47	64	64	64	18
Administrative Services	32	31	NA	NA	NA	NA	NA	NA	NA	NA
Community Development	49	55	61	64	65	65	79	79	77	35
Finance	NA	NA	16	16	20	20	27	27	27	52
Fire	70	81	81	82	82	81	81	85	85	86
General Services	NA	NA	NA	NA	NA	NA	NA	NA	NA	46
Housing & Economic Development	11	NA	NA	NA	NA	NA	NA	NA	NA	NA
Housing & Community Grants	NA	NA	NA	NA	NA	NA	NA	NA	2	NA
Community Services	34	32	32	34	12	12	13	13	13	39
Police	198	198	206	208	208	208	223	230	234	237
Public Works	115	115	118	121	139	141	143	144	144	144
Transportation & General Services	NA	NA	18	18	27	29	NA	NA	NA	NA
Total	550	558	576	589	599	603	630	642	646	657

(NA) - Function was not active in this year and was combined with another function.

Source: City Budget

CITY OF VISALIA
OPERATING INDICATORS BY FUNCTION
Last Ten Fiscal Years

	Fiscal Year			
	2012	2013	2014	2015
Police:				
Calls for service - Calendar Year*	130,980	126,767	129,828	134,287
Fire:				
Calls for service - Calendar Year	11,241	12,140	12,482	12,518
Refuse/Sewer**:				
Number of Residential Accounts	35,541	35,797	36,144	37,538
Number of Commercial Accounts	2,944	3,020	3,731	3,747
Total Refuse/Sewer Accounts	38,485	38,817	39,875	41,285
Business Licenses:				
New licenses issued during the year	2,160	1,194	1,261	1,098
Total business licenses	11,450	11,533	11,784	11,920
Building Permits:				
Residential	1,507	1,602	2,019	2,478
Commercial	375	367	353	381
Miscellaneous	1,187	1,242	1,474	1,673
Total Building Permits	3,069	3,211	3,846	4,532

Source: City of Visalia

Note:

* 2020 calendar year information available.
** Refuse/Sewer variance for 2019 and 2020 is due to new system tracking of customers.

Fiscal Year					
2016	2017	2018	2019	2020	2021
144,856	144,489	153,701	158,783	160,465	158,189
14,065	14,283	15,301	15,229	16,180	15,885
37,884	38,014	38,579	41,638	39,494	39,076
3,758	4,043	3,993	3,654	3,254	3,360
41,642	42,057	42,572	45,292	42,748	42,436
1,201	1,375	1,955	1,586	1,409	1,236
12,145	12,098	12,268	12,241	12,315	12,505
3,152	2,793	2,865	3,049	2,753	3,367
349	355	381	319	319	270
1,648	1,745	1,497	1,970	1,962	2,025
5,149	4,893	4,743	5,338	5,034	5,662

CITY OF VISALIA
CAPITAL ASSET STATISTICS
BY FUNCTION
LAST TEN FISCAL YEARS

CITY OF VISALIA
CAPITAL ASSET STATISTICS BY FUNCTION
Last Ten Fiscal Years

	Fiscal Year			
	2012	2013	2014	2015
Police:				
Stations	3	3	3	3
Fire:				
Fire stations	5	5	5	5
Public Works:				
City Area in Square Miles	37	37	37	37
Streets (miles)	492	493	493	512
Traffic Signalized Intersections	115	118	118	120
Community Services				
Developed City Park Acreage	291	291	288	281
City Owned Open Space Acreage	180	205	231	282
Public Libraries	1	1	1	1
Recreation Centers	3	5	5	5
Swimming Pools	4	0	0	0
Parks	42	50	50	52
Acres of Parks	NA	493	493	290
Wastewater:				
Sanitary sewers (miles)	468	468	468	468
Storm sewers (miles)	240	240	240	240
Golf Course:				
Municipal golf courses	1	1	1	1

Source: Various City Departments

Fiscal Year					
2016	2017	2018	2019	2020	2021
3	3	3	3	3	3
6	6	6	6	6	6
37	38	38	38	38	38
512	516	516	525	528	519
120	123	123	126	127	131
281	269	269	269	269	293
282	289	289	289	289	266
1	1	1	1	1	1
5	5	5	5	5	5
0	0	0	0	0	0
52	54	54	54	54	58
290	286	286	286	286	314
468	507	508	508	508	508
240	276	277	277	277	277
1	1	1	1	1	1

CITY OF VISALIA
INSURANCE IN FORCE
FISCAL YEAR ENDED JUNE 30, 2021

Coverage	Underwriter	Limits of Coverage	Deductibles	Policy Number	Period of Policy
PRIMARY POLICIES					
General liability over $1,000,000 per occurrence (covers bodily injury, personal injury, property damage and errors/omissions, auto liability, or any combination thereof) ACCEL coverage effective 6/1/86	Authority for California Cities Excess Liability (ACCEL)	SIR $1,000,000; ACCEL pooled layer $4,000,000; Pool purchase $45,000,000; total limits $35,000,000	$1,000,000 SIR		07/01/20 to 06/30/21
Commercial Property Policy	Fireman's Fund Insurance Company	Business Real Property, Business Personal Property limit $347 mil; Business Income/Extra Exp $10m	$50,000 bldg; $5k contents;	USC007189200	07/01/20 to 06/30/21
Pollution Liability (Underground Storage Tank)	Crum & Forester	$1 mil liability; $1 mil aggregate	$5k deductible	STP410572	10/12/20 to 10/12/22
Excess Workers Compensation	Keenan & Associates/Security National	XS work comp, loss control fees; admin fees; broker fees. $25 million limits	$1 mil SIR	SP4063598	07/01/20 to 06/30/21
Excess Health & Medical Coverage	CSAC EIA/PRISM Risk	Healthcare Pooling Program	None		1/1/20 to 12/31/21
SPECIAL COVERAGES					
Aviation Liability	ACE Property Casualty/CHUBB	[illegible] Bodily Injry, Personal and Advertising Injury and Property Damage combined, subject to limitations	None	AAP N10694243 001	7/14/20 to 7/14/21
Contractors Equipment/Mobile Equipment/Fine Arts/Valuable Papers & Records	Markel American Insurance Company	Contractors equip/mobile equip $9,133,263 all covered property, including rented and leased; limit $500 ee tool/$5k per occurrence; Fine arts/Valuable papers & records $500k blanket all locations; Commercial Fine Arts Floater, $85k limit,	$500 deductible	MKLM41M0050755	7/1/20 to 7/1/21
Crime Policy/ Bond - General	Fidelity and Deposit Companies	Commercial Crime Policy; $5,000,000	$100,000 deductible	CCP004781615	4/27/21 to 4/27/24
Crime Policy/Bond - Police	Fidelity and Deposit Companies	Commercial Crime Policy; $5,000,000	$100,000 deductible	CCP612789117	4/27/21 to 4/27/24
Special Events Insurance	Diversified Risk	Liability policy available to citizens holding events in city facilities/parks			
EAP	CuraLink	6 visits per insured member per year			7/1/2019 - 6/30/22
Long Term Disability (LTD)	Sun Life	66% of pre-disability earnings up to $5,000 monthly benefit		234707	1/1/20 to 12/31/21
Life Insurance	Sun Life	City Manager 2X Annual Salary; Department Head Group $75,000; All Other Employees $30,000		234707	1/1/21 to 12/31/21
Dental	Preferred Benefits/Delta Dental	$1,000 maximum annual benefit paid per insured (retirees and their dependents are not eligible for dental)		8244	1/1/21 to 12/31/21
Vision	Vision Service Plan	Annual benefits with VSP provider		ID #00849301	1/1/19 to 12/31/21

Compliance Section

HANFORD | LINDSAY | TULARE | VISALIA

M. GREEN AND COMPANY LLP

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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

City Council
City of Visalia and Citizens Advisory Committee
707 W. Acequia
Visalia, CA 93291-6100

We have performed the procedures enumerated below with respect to the administration, financial management and accounting of the City of Visalia's (City) Visalia Public Safety Sales Tax (Measure T) funds for the fiscal year ended June 30, 2021. The City's management is responsible for the City's administration, financial management and accounting for Measure T.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose, solely to assist the City and the independent Citizens Advisory Committee (CAC) in regards to Measure T. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs to fall users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

(1) We obtained and reviewed the City's Measure T commitments as expressed in the Measure T ballot measure from the March 2, 2004 election, the Enabling Ordinance adopted by the City Council, the Board of Equalization Agreements for implementation and administration of additional sales tax, the City Council approved Program Guidelines and expenditure plans for the current fiscal year and the Annual Recertification Plan for June 30, 2021, as approved by the City Council.

Findings: None

(2) We updated our documentation of the following Measure T compliance provisions, as interpreted by the City Council adopted enabling ordinance, program guidelines and interim progress report reported to City staff:

a. Administrative procedures
b. Accounting control (including budgetary) procedures

Findings: None

(3) We updated our understanding of the City's implementation of the material administrative compliance procedures.

Findings: None

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(4) We updated our understanding of the City's implementation of the material accounting control procedures and determined if the following were implemented or maintained:

a. Establishment of a separate Measure T fund or fund group;
b. Establishment within the Measure T fund(s) of an accountability structure that allows for accountability of the Measure T sales tax proceeds mandated allocations - police (60%) and fire (40%);
c. That reasonable interest allocation methodologies were applied to Measure T fund(s) regarding interest revenue for unexpended net proceeds and interest charged for other City fund advances;
d. Repayment of advances to Measure T fund(s) from other funds within 24 months of the advance;
e. That General Fund support for police and fire services during the fiscal year 2020-21, without regard to Measure T funds based upon budgeted expenditure levels, was not less than General Fund police and fire services support during the fiscal year 2019-20, unless the Council declared an economic emergency by a 4/5th vote;
f. Establishment of a separate "Economic Uncertainty" fund within the Measure T fund(s) of 25% of the budgeted Measure T tax revenues.

Finding:

Measure T calls for the budgeted General Fund support for police and fire services during the fiscal year 2020-21, without regard to Measure T, to be greater than the General Fund police and fire services support during the fiscal year 2019-20, unless the council declares an economic emergency by a 4/5th vote.

General Fund support for police and fire services during the fiscal year 2020-21, without regard to Measure T, was greater than the General Fund police and fire services support during the fiscal year 2019-20; therefore, the City has met the maintenance of effort calculations.

Finding:

The Measure calls for the establishment and funding of an Economic Uncertainty Fund in the amount of 25% of the annually budgeted revenues. The Fire and Police Measure T Economic Uncertainty Fund balances as of June 30, 2021, were $696,369 and $1,022,544, respectively. The amount for the Fire and Police Measure T Economic Uncertainty Funds exceeded the required 25% by $121,869 and $160,519, respectively.

(5) We traced all Measure T monies remitted by the California Department of Tax and Fee Administration to determine whether they were properly deposited into the appropriate Measure T fund.

Findings: None

(6) We performed procedures to verify the summaries of Measure T receipts, disbursements and unexpended funds pertaining to the fiscal year 2020-21 as prepared by the City.

Finding:

Our review indicated that the plan objectives call for 23 police officers and 13 firemen were to be hired during the fiscal year. During the current fiscal year 20 police officers were hired and there were three vacancies. At the end of fiscal year one additional position became vacant and remained vacant as of June 30, 2021. Therefore, as of June 30, 2021, four police officer positions were vacant and are being recruited. During the current fiscal year 13 firemen were hired as called for in the current plan.

Finding:

We found that 2 vehicles were approved for purchase for police officers in March of 2021. However, the purchase has been delayed since the number of police officers hired has been below the 23 planned police officers. Police Measure T funds currently have 21 police officer vehicles and vehicle replacement expenditures are being allocated to Police Measure T Funds for those 21 police officer vehicles.

We also found that allocated expenditures for vehicle replacements were charged to Fire Measure T Funds in error. The item being depreciated was not a Fire Measure T vehicle. Therefore, the charges should have not been charged to Fire Measure T Funds. City staff has made a journal entry to correct the error and our review noted the Fire Measure T Funds were reimbursed in the current fiscal year for the amounts expensed in error for a total of $438.

Recommendation:

We recommend that City staff ensure that allocated expenditures for vehicle replacements are only charged to Fire Measure T Funds for current Fire Measure T vehicles.

Management Response:

City staff has implemented processes to ensure that only allocated expenditures for vehicle replacements are charged to Fire Measure T funds for current Fire Measure T vehicles.

Finding:

We found that the Capital Improvement Program expenditures are generally proceeding in accordance with the Measure T Plan. The City finished construction of the Visalia Emergency Communication Center during the 2017-18 fiscal year. The expenditures made towards the project were not charged to Fire and Police Measure T Funds, as the project was a multi-funded project which was being funded with prior year Certificates of Participation (COP) proceeds. Therefore, expenditures related to the construction of the Visalia Emergency Communication Center, were recorded in another fund where all project expenditures were accounted for. COP in the amount of $17,910,000 were issued in the 2015-16 fiscal year to fund the project. The Measure T Plan was recertified approving the Police Measure T Fund to pay the total debt payment at a reduced amount, which makes Measure T's portion of the COP proceeds and debt service payments 9.577540%. Police Measure T Funds paid $151,477 of debt service payments in the current fiscal year in accordance with approved plan and is budgeted to pay for their reduced percentage of the project through an additional 9 years of debt service payments ending in fiscal year 2029-30.

The plan also calls for contributions towards the construction of a Public Safety Office Building to improve police and fire operations. In August of 2019, the design phase was approved to begin. However, due to COVID-19 interviews with consultants were delayed and an architectural engineer wasn't selected until May of 2021.

(7) We determined if the Measure T allocations were made in accordance with the following required funding priorities:

a. Funding of the current year's budgeted expenditures;
b. Funding of the "Economic Uncertainty" Fund including annual revision;
c. Funding expenditures budgeted for subsequent plan years.

Findings: None

(8) We conducted an exit interview with City staff representatives.

Findings: None

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on administration, financial management and accounting. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council, City management and the CAC and is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Very truly yours,

M. Green and Company LLP

M. GREEN AND COMPANY LLP
Certified Public Accountants

December 13, 2021
Visalia, California

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M. GREEN AND COMPANY LLP

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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

City Council
City of Visalia and Measure N Sales Tax Oversight Board
707 W. Acequia
Visalia, CA 93291-6100

We have performed the procedures enumerated below with respect to the administration, financial management and accounting of the City of Visalia's (City) Visalia Essential City Services Sales Tax (Measure N) funds for the fiscal year ended June 30, 2021. The City's management is responsible for the City's administration, financial management and accounting for Measure N.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose, solely to assist the City and the independent Measure N Sales Tax Oversight Board in regards to Measure N. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs to fall users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

(1) We obtained and reviewed the City's Measure N commitments as expressed in the Measure N ballot measure from the November 8, 2016 election, the Enabling Ordinance including accountability measures adopted by the City Council, the Board of Equalization Agreements for implementation and administration of additional sales tax, and the City Council approved initial expenditure plan, annual expenditure plan and any amendments, as applicable for the current fiscal year.

Findings: None

(2) We identified and documented the following Measure N compliance provisions, as interpreted by the City Council adopted enabling ordinance and interim progress report reported to City staff:

a. Administrative procedures
b. Accounting control (including budgetary) procedures

Findings: None

(3) We updated our understanding of the City's implementation of the material administrative compliance procedures.

Findings: None

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(4) We updated our understanding of the City's implementation of the material accounting control procedures and determined if the following were implemented or maintained:

a. Establishment of an initial spending plan specifying the uses of the proceeds of the sales or use tax for the period between implementation of the sales and use tax and the end of the subsequent fiscal year; and,
b. Establishment of an annual expenditure plan, as part of adoption of an annual City General Fund budget, specifying the uses of the proceeds of the sales or use tax for the coming fiscal year prior to the expiration of the initial expenditure plan; and,
c. That any amendments to the initial expenditure plan and subsequent annual expenditure plan were made by resolution adopted by a majority of the Council following:
    i. Submission for comment and recommendation to the Measure N Sales Tax Oversight Committee and
    ii. Public hearing during at least two regularly scheduled and appropriately noticed meetings of the City Council; and,
d. That the initial expenditure plan, any subsequent annual expenditure plan and any amended expenditure plans were made publicly accessible at all times; and,
e. Establishment of a separate "Economic Uncertainty" fund within the Measure N fund(s) of 10% of the budgeted Measure N sales tax proceeds for the coming plan year; and,
f. Establishment of separate "Maintenance and Emerging Needs" funds within the Measure N fund(s) of (1) 8% of the budgeted Measure N sales tax proceeds for the coming plan year and (2) 2% of the budgeted Measure N sales tax proceeds which shall be used for youth programs; and,
g. That none of the Measure N sales tax proceeds were used to pay annual debt service requirements.

Finding:

The Measure calls for the establishment and funding of an Economic Uncertainty Fund in the amount of 10% of the annually budgeted revenues. The Measure N Economic Uncertainty Fund balance as of June 30, 2021, was $1,158,880. The amount for the Measure N Economic Uncertainty Fund met the required 10%.

The Measure also calls for the establishment and funding of a Maintenance and Emerging Needs Fund in the amount of 10% of the annually budgeted revenues of which 2% of the budgeted revenues shall be used for youth programs. The Maintenance and Emerging Needs Fund and The Maintenance and Emerging Needs Fund - Youth Fund were both funded during the fiscal year June 30, 2021, with the amount of $927,100 and $231,800, respectively which met the required percentages.

(5) We traced all Measure N monies remitted by the California Department of Tax and Fee Administration to determine whether they were properly deposited into the appropriate Measure N fund.

Findings: None

(6) We performed procedures to verify the summaries of Measure N receipts, disbursements and unexpended funds pertaining to the fiscal year 2020-2021 as prepared by the City.

Findings:

<u>Police</u>

The Annual Measure N Plan calls for the hiring of 23 police officers and seven police professional staff during the current fiscal year. Our review indicated that 23 police officers and six police professional staff were hired in accordance with plan objectives. One of the 23 police officers hired resigned prior to June 30, 2021. Therefore one police officer position and one police professional staff position remained open as of June 30, 2021.

Fire

The Annual Measure N Plan calls for the hiring of six firemen (a Battalion Chief, Administrative Capitan, EMS Coordinator and three Paramedics) during the current fiscal year. Our review indicated that six firemen were hired in accordance with plan objectives.

Parks and Recreation

The Annual Measure N Plan calls for the hiring of two parks and recreation maintenance employees, an urban forest employee and a recreation coordinator. Our review indicated that two parks and recreation maintenance employees and an urban forest employee were hired in accordance with the Annual Measure N Plan. Our review indicated that the recreation coordinator was transferred to another fund last fiscal year, due to the pandemic, and the position remained open as of June 30, 2021.

Maintenance and Emerging Needs (Including Youth)

The Measure N Plan for Youth implemented a Clubhouse Networking program in fiscal year 2018-2019 and was shut down in fiscal year 2019-2020 due to COVID -19 restrictions. These restrictions continued through fiscal year 2020-2021 causing the Clubhouse to remain closed. Measure N funded staffing for this program and due to the pandemic, no salaries were charged to the Measure N Fund in the current fiscal year. However, unemployment wages were charged to the Measure N Fund in the current year.

Indings:

We found that the Capital Improvement Program expenditures are generally proceeding in accordance with the Annual Measure N Plan. Measure N Funds include a capital project roll-over policy consistent with all City projects and funds where projects approved and possibly started but not completed in one fiscal year may roll-over into the next fiscal year until completed.

Fire

The Capital Improvement Program expenditures for refurbishment of Station 51 has been delayed due to the advancement of relocating Fire Station 56 within the Annual Measure N Plan. Land was purchased during the 2018-2019 fiscal year and the project is in the design phase. Management anticipates the project to be completed in fiscal year 2022-2023.

The Annual Measure N Plan also calls for the purchase of a squad vehicle and a supervisor vehicle during the previous fiscal year. A squad vehicle was purchased as of June 30, 2020, in accordance with the Measure N Plan. However, there were some remaining project costs that were incurred during the current fiscal year. Our review indicated that the supervisor vehicle had been purchased as of June 30, 2021.

Police

As of June 30, 2021, 18 police officer vehicles and two police professional staff vehicles had been purchased. The Measure N Plan called for the purchase of three additional police officer vehicles and one police professional staff member during the fiscal year 2019-2020 and an additional two police officer vehicles in the current fiscal year 2020-2021. We noted that the purchase of five police officer vehicles had been approved during the current fiscal year and then later delayed due to the pandemic. Additional delays continue due to the current shortage of vehicles. There is currently a purchase order for three vehicles, issued in March 2021, which the City is awaiting to receive. The remaining two vehicles will be purchased in the future as vehicles become available. The department has also determined the purchase of a vehicle for the one police professional staff member hired is not needed at this time as the position filled did not require the use of a vehicle. The professional staff member positions filled each fiscal year vary based on the needs of the department as allowed in the Measure N Plan.

Roads
Various street maintenance projects have been completed in fiscal year 2020-2021 in accordance with the Measure N Plan. $3,425,597 had been expended during the fiscal year ended June 30, 2021.

Parks and Recreation
No Capital Improvement Program expenditure amounts had been included in the Annual Measure N Plan or expended as of June 30, 2021.

Other
The Annual Measure N Plan calls for a Downtown Street Light System. This project is still in the design phase. Management anticipates the project to be completed in fiscal year 2022-2023.

Maintenance and Emerging Needs
Various building maintenance projects have been completed in accordance with the Measure N plan of which, $647,042 had been expended during the fiscal year ended June 30, 2021.

Maintenance and Emerging Needs – Youth
No Capital Improvement Program expenditure amounts had been included in the Annual Measure N Plan or expended as of June 30, 2021.

(7) We conducted an exit interview with City staff representatives.

Findings: None

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on administration, financial management and accounting. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council, City management and the Measure N Sales Tax Oversight Board and is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Very truly yours,

M. Green and Company LLP

M. GREEN AND COMPANY LLP
Certified Public Accountants

December 13, 2021
Visalia, California

CITY OF VISALIA
BOND DISCLOSURE REQUIREMENTS

The City of Visalia (the City) periodically issues tax-exempt debt. Frequently the bond covenants require that the City of Visalia disclose additional information about its operations for the benefit of the bond holder. This disclosure statement provides for those disclosure requirements.

This disclosure statement addresses required disclosures for the following debt issues:

Redevelopment Agency Tax Allocation Bonds

On June 18, 2003, the Visalia Community Redevelopment Agency issued $5,185,000 of 2003 Tax Allocation Refunding Bonds (2003 Bonds) to retire outstanding variable rate 1990 Tax Allocation Bonds and to pay for issuance costs. Due to the variable nature of the refunded debt, the City could not determine the economic gain on the transaction.

Tax increment revenue is pledged for the repayment of the 2003 Bonds. Interest ranges from 2.0% to 4.1% and is due semiannually each July 1 and January 1. Commencing in 2004, principal is payable each July 1 through 2026.

This debt was transferred to the Successor Agency of The City of Visalia on February 1, 2012, as a result of the dissolution of the Visalia Community Redevelopment Agency.

Certificates of Participation

On July 2, 2014, the City issued $7,380,000 of 2014 Refunding Certificates of Participation (the Certificates) to (a) refund all of the City's outstanding 2005 Refunding Certificates of Participation (the Prior Certificates), (b) to purchase a municipal bond debt service reserve insurance policy for deposit into a debt reserve service reserve fund established for the Certificates, and (c) to pay the costs related to the execution and delivery of the Certificates. Of this issue, 84% is allocable to the Convention Center and 16% is considered general long-term debt. Interest represented by the Certificates is payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2014, with the final payment due in the year 2025. The 2014 Certificates advance refunded the outstanding 2005 Refunding Certificates of Participation. The 2005 Certificates were fully called on July 11, 2014.

Certificates of Participation

On September 10, 2015, the City issued $17,910,000 of 2015 Certificates of Participation to (a) construct and equip the Visalia Emergency Communications Center (the VECC), (b) to replace the City's Computer Aided Dispatch and Records Management System (the CAD/RMS), (c) to make certain improvements to the Visalia Convention Center, (d) to purchase a municipal bond debt service reserve insurance policy for deposit into a debt service reserve fund established for the Certificates, and (e) to pay the costs related to the execution and delivery of the Certificates. Of this issue, 27% is allocable to the Convention Center and 73% is considered general long-term debt. Interest represented by the Certificates is payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2015, with the final payment due in the year 2029.

DISCLOSURES

Redevelopment Agency Tax Allocation Bonds

Successor Agency of The City of Visalia (former Visalia Community Redevelopment Agency of The City of Visalia)

On December 29, 2011, the California Supreme Court upheld Assembly Bill IX 26 (Bill) that provides for the dissolution of all redevelopment agencies in the State of California.

The Bill provides that upon dissolution of a redevelopment agency, either the City or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. On January 17, 2012, the City Council elected to become the Successor Agency for the former Visalia Community Redevelopment Agency (RDA) with the Bill as part of City resolution number 12-01.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011), all redevelopment agencies in the State of California were dissolved and ceased to operate as legal entities as of February 1, 2012. The Successor Agency of The City of Visalia took over the affairs of the former RDA of the City of Visalia at that time and is responsible for the wind down of the affairs of the dissolved RDA. It is responsible for fulfilling the obligations of the former RDA and is also responsible for revenue collection, maintaining bond reserves, and disposing of excess property. When the RDA was dissolved, the four project areas of the RDA were combined into one entity. Therefore, some historical information as required by the continuing disclosure is no longer available or applicable.

For FY 2020-21 and future fiscal years, successor agencies will only be allocated revenue in the amount that is necessary to pay the annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the former redevelopment agency have been paid in full and all assets have been liquidated.

The only outstanding bonded debt of the former Visalia Community Redevelopment Agency is the 2003 Tax Allocation Refunding Bonds (2003 Bonds). The 2003 Bonds have been accepted by the California Department of Finance as enforceable obligations. As a result, the County of Tulare will provide former tax increment revenues to the Successor Agency of the City of Visalia for payment of the 2003 Bonds.

The 2003 Tax Allocation Refunding Bonds (East Visalia Redevelopment Project) required continuing disclosures which are now meaningless due to the dissolution of redevelopment agencies. Continuing disclosure covenants ask for the following five tables:

Historical Assessed Valuation (Table 3)
Historical Levy and Receipts (Table 4)
Top Ten Taxpayers (Table 6)
Projected Tax Revenues (Table 8)
Projected Debt Service Coverage (Table 9)
Rating Changes

These tables are presented here as required.

TABLE 3
SUCCESSOR AGENCY OF THE CITY OF VISALIA
EAST SUCCESSOR AGENCY PROJECT AREA
HISTORICAL AND CURRENT ASSESSED VALUATION
LAST FIVE FISCAL YEARS

Fiscal Year Ended June 30	Locally-Assessed Secured Value	Unsecured Value	State-Assessed Value	Total Assessed Value	Incremental Assessed Value
2017	159,202,054	31,905,255	521,796	191,629,105	71,719,119
2018	166,077,971	19,965,433	602,306	186,645,710	71,719,119
2019	172,658,326	23,034,881	602,306	196,295,513	71,719,119
2020	182,187,754	21,343,824	602,306	204,133,884	71,719,119
2021	194,743,023	19,553,714	602,306	214,899,043	71,719,119

Source: County of Tulare and City of Visalia Finance Department

Table 4
Successor Agency of The City of Visalia
East Visalia Redevelopment Project
Historical Levy and Receipts

Fiscal Year	Levy	Total Receipts of Tax Increment Revenue	Percentage of Levy Received
2008-09	$ 1,170	$ 1,389	118.72%
2009-10	1,244	1,336	107.40%
2010-11	1,212	1,339	110.48%
2011-12*	1,177	665	56.50%

* Partial Year due to the dissolution of The Visalia Community Redevelopment Agency on February 1, 2012
The 2003 Bonds have been accepted by the California Department of Finance as enforceable obligations. As a result, the County of Tulare will provide former tax increment revenues to the Successor Agency of the City of Visalia for payment of the 2003 Bonds.

Source: County of Tulare and City of Visalia Finance Department

Table 6
SUCCESSOR AGENCY OF THE CITY OF VISALIA
EAST VISALIA REDEVELOPMENT PROJECT AREA
TOP TEN TAXPAYERS
BASED UPON 2020-21 ASSESSED VALUATION

	Property Owner	Fiscal Year 2020-21 Total Assessed Value	Percentage of Total [1]
1	Hotel Circle GL Holding LLC	$ 16,944,075	7.88%
2	Willow Street Development Co LLC	11,095,018	5.16%
3	Donald John & Shelly Kaye Groppetti	10,516,798	4.89%
4	Kenneth J. Curti (TR)	8,933,564	4.16%
5	Mark Whittlesey (TR)	6,356,953	2.96%
6	Legacy Investments LLC	2,491,240	1.16%
7	Pile Partners #1 LLC	2,229,836	1.04%
8	Dinesh & Diane L Sharma (TRS)	2,156,870	1.00%
9	Pete Vander Poel III	2,130,000	0.99%
10	Family Healthcare Network	2,100,000	0.98%
		$ 64,954,354	

[1] Fiscal Year 2020-21 assessed valuation: $214,899,043

Source: Tulare County Auditor Controller's Office

Table 8
Successor Agency of The City of Visalia
East Visalia Redevelopment Project
Tax Revenues
(000s Omitted)

Fiscal Year	Total Assessed Valuation	Tax Increment	Senior Tax Sharing	Section 33676 Adjustment	County Admin Fees	Housing Set-Aside	Tax Revenues
2008-09	$ 160,739	$ 1,389	$ 550	$ 9	$ 64	$ 278	$ 488
2009-10	171,728	1,336	585	9	41	267	434
2010-11	169,542	1,339	594	9	39	268	429
2011-12*	167,310	665	12	9	22	133	489

* Partial Year due to the dissolution of The Visalia Community Redevelopment Agency on February 1, 2012

Source: County of Tulare and City of Visalia Finance Department

With the dissolution of redevelopment agencies, successor agencies will only receive property tax revenues sufficient to pay debt service. As a result, the County of Tulare will provide the City's successor agency tax increment equal to the debt service for that year. In other words, debt service coverage will be 1.0 and projected receipts will be equal to debt service.

Table 9
Successor Agency of The City of Visalia
East Visalia Redevelopment Project
Projected Debt Service Coverage
(000's Omitted)

Fiscal Year	Tax Revenues	Debt Service	Coverage
2008-09	$ 488	$ 220	222%
2009-10	434	225	193%
2010-11	429	230	187%
2011-12*	489	240	204%
2012-13**	245	245	100%
2013-14**	255	255	100%
2014-15**	260	260	100%
2016-2020**	1,065	1,065	100%
2021-2025**	1,005	1,005	100%
2025-2027**	460	460	100%

* Partial Year due to the dissolution of The Visalia Community Redevelopment Agency on February 1, 2012

**The 2003 Bonds have been accepted by the California Department of Finance as enforceable obligations. As a result, the County of Tulare will provide former tax increment revenues to the Successor Agency of the City of Visalia for payment of the 2003 Bonds.

Source: City of Visalia Finance Department

Rating Changes for **2003 Tax Allocation Refunding Bonds (East Visalia Redevelopment Project)**

- On August 10, 2010, Standard & Poor's upgraded the 2003 Bonds from BBB to A-, the last rating analysis that the City has received.

Certificates of Participation – 2014 Refunding Certificates of Participation

The 2014 Refunding Certificates of Participation required the following continuing disclosures that are not already included as part of the City's Annual Comprehensive Financial Report (CAFR):

Balance of the Reserve Fund as of January 1
Rating Changes

The reserve fund for the 2014 Refunding Certificates of Participation consists of an Assured Guaranty Municipal Bond Insurance Policy. The market value of the bond insurance in place at January 1, 2021 was $797,250.00.

Rating Changes for **2014 Refunding Certificates of Participation**

- On June 12, 2014, Standard & Poor's issued a rating for the 2014 Refunding Certificates of Participation of A+. On January 6, 2021, Standard & Poor's reaffirmed the A+ rating. This is the latest rating analysis that the City has received for this issue.

Certificates of Participation – 2015 Certificates of Participation

The 2015 Certificates of Participation required the following continuing disclosures that are not already included as part of the City's Annual Comprehensive Financial Report (CAFR):

Balance of the Reserve Fund as of January 1
Rating Changes

The reserve fund for the 2015 Certificates of Participation consists of an Assured Guaranty Municipal Bond Insurance Policy. The market value of the bond insurance in place at January 1, 2021 was $1,578,737.50.

Rating Changes for **2015 Certificates of Participation**

- On August 21, 2015, Standard & Poor's issued a rating for the 2015 Certificates of Participation of A+. On January 6, 2021, Standard & Poor's reaffirmed the A+ rating. This is the latest rating analysis that the City has received for this issue.

THE PUN GROUP
ACCOUNTANTS & ADVISORS

December 29, 2021

To the Honorable Mayor and the Members of the City Council
of the City of Visalia
Visalia, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Visalia (the "City") for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 26, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 1 to the basic financial statements, the City implemented the following accounting standards:

New Accounting Standards

GASB Statement No. 84, *Fiduciary Activities*. This statement establishes standards relating accounting and financial reporting for identifying and financial reporting of fiduciary activities. Those provisions are effective for reporting periods beginning after December 15, 2019, as amended by GASB Statement No. 95. Application of this statement was effective starting in fiscal year ending June 30, 2021. See Note 14 of the City's ACFR for details.

GASB Statement No. 98. *The Annual Comprehensive Financial Report*. This Statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. Those provision are effective for fiscal years ending after December 15, 2021. The City has elected early implementation of this statement. Application of this statement did not have a material effect on the City's financial statements for the fiscal year ending June 30, 2021.

No other new accounting policies were adopted and the application of existing policies was not changed during 2021. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

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Tel: 949-777-8800 • Fax: 949-777-8850
www.pungroup.cpa

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the City's financial statements were:

- Management's estimate of the investment fair market value is based on information provided by US Bank for the City's investment in U.S. Treasuries are based on quoted price in the active markets for identical assets, and federal agency securities, corporate medium-term notes, municipal bonds, and money market funds are based on institutional bond quotes. We evaluated the key factors and assumptions used to develop the investment fair market value in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the depreciation on capital assets is based on the industry standard and past experience on actual useful life of the asset groups. We evaluated the key factors and assumptions used to develop the depreciation on capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the net pension liability is based on the actuarial valuation on total pension liability and based on financial statements on fiduciary net position for CalPERS plans. We evaluated the key factors and assumptions used to develop the net pension liability in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements was (were):

- Note 1 – Summary of Significant Accounting Policies
- Note 2 – Budgets and Budgetary Accounting
- Note 10 – Employee Benefits
- Note 14 – Prior Period Adjustments
- Note 15 – Transactions with Related Parties

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 29, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management's Discussions and Analysis ("MD&A"), Budgetary Comparison Schedule, the Schedules of Changes in Net Pension Liability and Related Ratios, and the Schedules of Contributions, which are required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Combining and Individual Nonmajor Fund Financial Statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and Statistical Sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

The Pun Group, LLP

Santa Ana, California

Attachment A

City of Visalia
Uncorrected Journal Entries
For the year ended June 30, 2021

Uncorrected Journal Entries:

No.	Account Numbers	Descriptions	Dr.	Cr.
1	001-05-0000-10-21111	Deferred inflows of resources	61,156.00	
	001-05-0000-10-33905	Fund Balance		(61,156.00)
	261-85-0000-35-21111	Deferred inflows of resources	163,368.47	
	261-85-0000-35-33915	Fund Balance - reserve		(163,368.47)
	241-85-0000-35-21111	Deferred inflows of resources	814,590.41	
	241-85-0000-35-33915	Fund Balance - reserve		(814,590.41)
	221-85-0000-35-21111	Deferred inflows of resources	4,892.14	
	211-85-0000-35-33915	Fund Balance - reserve		(4,892.14)
	105-85-0000-30-21111	Deferred inflows of resources	61,781.18	
	105-85-0000-30-33915	Fund Balance - reserve		(61,781.18)
	106-85-0000-25-21111	Deferred inflows of resources	4,856.32	
	106-85-0000-25-33930	Fund Balance - unassigned		(4,856.32)
	102-85-0000-10-21111	Deferred inflows of resources	100,854.52	
	102-85-0000-10-33915	Fund Balance - reserve		(100,854.52)
	103-85-0000-35-21111	Deferred inflows of resources	16,346.94	
	103-85-0000-35-33915	Fund Balance - reserve		(16,346.94)
	611-20-0000-15-21111	Deferred inflows of resources	6,533.39	
	611-20-0000-15-33915	Fund Balance - reserve		(6,533.39)
	003-85-0000-10-21111	Deferred inflows of resources	133,665.09	
	003-85-0000-10-33920	Fund Balance - committed		(133,665.09)
	To unrecord improper recording of deferred inflows of resources related to notes receivable as of 6/30/21.			
2	001-10-2101-10-20101	Accounts payable		(85,000.00)
	001-10-2101-10-69332	Serv Prov-Legal Out of Scope	85,000.00	
	001-10-2101-10-20101	Accounts payable		(10,000.00)
	001-10-2101-10-69332	Serv Prov-Legal Out of Scope	10,000.00	
	551-10-5521-10-20101	Accounts payable		(15,000.00)
	551-10-5521-10-58150	Serv Prov-Legal Out of Scope	15,000.00	
	To accrue for settlements paid subsequent to 6/30/21.			

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0658 **Agenda Date:** 1/18/2022 **Agenda #:** 3.

Agenda Item Wording:
Review of Annual Measure T Compliance Audit for fiscal year ending 6/30/21.
Deadline for Action: 1/18/2022

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Kari Williams 559-713-4298

Department Recommendation:
That the City Council accepts the Measure T Compliance Audit from M. Green and Company for the Fiscal Year ending June 30, 2021.

Background Discussion:
The City, as part of the voter approved Measure T sales tax override, must have an annual audit of the uses of Measure T funds. M. Green and Company has performed this audit and it is now being presented to Council.

This audit did not include financial management and accounting practices. It is only to ensure that Measure T funds are used in accordance with the Ballot Measure, Program Guidelines and Expenditure Plan for fiscal year ended June 30, 2021. The financial management and accounting practices are included in the City's annual Audit which is also being presented tonight (January 18, 2022).

This is a review of the audit and is not intended as a discussion of plan adjustments or other operational issues. Those adjustments should be considered as part of a separate discussion.

In March of 2004, the voters of Visalia passed a ¼ cent Sales Tax Override, Measure T, to provide additional police and fire personnel and services to protect our community. Program guidelines were implemented as part of the Measure T plan to ensure that the public would be well informed of the progress and process of Measure T. These guidelines are outlined as follows:

<u>Revenue Requirements</u>:

- 60% of revenues received must be deposited into a Measure T Police fund and 40% into the Measure T Fire Fund.
    - An Economic Uncertainty Fund will be established for both Measure T funds. The Economic Uncertainty Funds require 25% of the actual sales tax collected to be deposited to maintain operations if revenues do not cover expenditures.

- Measure T revenues cannot replace General Fund budgeted operating expenditures for police and fire.

Expenditure Requirements:

Annual Audit - Each year, the City shall provide an annual independent audit to account for the tax revenues received and expenditures made to ensure consistency with the program guidelines and expenditure plans. This report is completing this requirement.

Annual Recertification - Each June, as the City's budget is adopted following public hearings, the City Manager will re-certify the Measure T plan by taking it to the City Council, stating what monies have been received, what monies have been spent, and what monies are available. The City Manager will also certify that the monies have not been used for purposes other than Public Safety. The Citizens Advisory Committee will act as an oversight function and review and approve the re-certification report prior to the report being taken to Council. This item was completed June 2021 for fiscal year 2021/22. The next recertification will return June 2022.

Effectiveness Reviews - The ballot measure ordinance requires an effectiveness review every 8 years at the first City Council meeting in January. The last effectiveness review was completed January 2021. During the review, Council will hold a public hearing to review the progress of the Measure T plan and the continuing need for the sales tax measure. To continue the sales tax measure, 4/5ths of the City Council must affirm the tax. During the January 2021 effectiveness review Council reaffirmed the tax. The next effectiveness review will be January 2029.

Measure T Plan

Measure T uses a detailed 20 year plan for, hiring personnel, construction of facilities, and equipment purchases. The original plan included a deficit that would be covered by increased revenues, lower expenditures, and General Fund subsidy. Since 2008, Measure T has been operating on an amended plan due to several years of lower revenues, higher expenditures, and no subsidy from the General Fund due to rising costs.

Even though the plan needed to be amended, the majority of the items accomplished would not have been achieved without Measure T. The progress of the plan components as of June 30, 2021 is shown in Table 1, Measure T Plan Components.

Table 1, Measure T Plan Components

	Plan Components	Component Progress
1.	Hire and equip 28 new police officers.	The City at one time had hired 28 officers but now has 23 officers due to expenditures rising faster than revenues. Three positions were shifted to the General Fund and two positions were left vacant by attrition.
2.	Construct 2 Police Precincts.	Complete.
3.	Improve 911 emergency operations by building a Visalia Emergency Communications Center (VECC).	Complete.
4.	Hire and equip 18 new firefighters.	13 of the firefighters have been hired and equipped. 2 positions have been moved to Measure N and 3 positions have been kept vacant due to Measure T expenditures rising faster than revenues.
5.	Construct 2 new fire stations in northwest and southeast Visalia.	Complete. Council amended the Measure T Plan by directing that the second station be built in the Southwest, as Fire has been able to lease the Lovers Lane station which is located in the Southeast. The leasing is funded by the general fund. Stations built are Stations 53 and 55.
6	Build a new fire training facility.	Complete. Training facility is located at Station 55.
7	Construct a Public Safety Office Building to improve police and fire operations.	In August 2019 Council directed staff to begin the purchasing process to hire a design consultant for the facility. Darden Architect was selected as the consultant for the architectural engineering design on May 17th 2021.

FY 20/21 Financials (ACFR document pg. 122-123)

Measure T Police - As shown in Table 2, Measure T Police Revenue & Expenditure Plan with Actuals - FY 20/21, the Measure T Police fund ended FY 20/21 with a surplus of $1.4 million as revenues came in higher than expenditures. Majority of the surplus is due to a 21% growth in sales tax revenue. This was an increase of $880,500 over the prior year which is partially due to the Federal stimulus money issued which allowed consumers to continue to spend as well as the reopening of establishments.

Table 2, Measure T Police Revenue & Expenditure Plan with Actuals - FY 20/21

	Measure T - Police	
	Final Budget	Actual
REVENUES		
Measure T Sales Tax	$ 3,448,100	$ 5,062,419
Subventions and Grants	6,000	18,496
Interest Earnings + Miscellaneous	59,700	141,740
Total Revenues	3,513,800	5,222,655
EXPENDITURES		
Expenditures	(3,966,700)	(3,696,282)
Revenues Over (Under) Expenditures	(452,900)	1,526,373
OTHER FINANCING SOURCES (USES)		
VECC Debt Payment	-	(151,477)
Total Other Financing Sources (Uses)	-	(151,477)
Net Changes in Fund Balance	$ (452,900)	1,374,896
Fund Balance - Beginning of Year		3,677,302
Fund Balance - End of Year*		$ 5,052,198

*Included in the end of year fund balance is the Economic Uncertainty Fund of $1,022,544 (25% of the annual budgeted revenues).

Measure T Fire - As shown in Table 3, Measure T Fire Revenue & Expenditure Plan with Actuals - FY 20/21, the Measure T Fire fund ended FY 20/21 with a surplus of $686K as revenues came in higher than expenditures. Majority of Fire's surplus is due to sales tax revenue growth of 21% ($587,000) over the prior year.

Table 3, Measure T Fire Revenue & Expenditure Plan with Actuals - FY 20/21

	Measure T - Fire	
	Final Budget	Actual
REVENUES		
Measure T Sales Taxes	$ 2,298,800	$ 3,374,946
Subventions and Grants	-	20
Charges for Current Services	25,000	37,790
Interest Earnings + Miscellaneous	155,800	28,703
Total Revenues	2,479,600	3,441,459
EXPENDITURES		
Operating	(2,941,600)	(2,755,334)
Capital Expenditures	-	-
Total Expenditures	(2,941,600)	(2,755,334)
Revenues Over (Under) Expenditures	(462,000)	686,125
Net Changes in Fund Balance	$ (462,000)	686,125
Fund Balance - Beginning of Year		5,203,645
Fund Balance - End of Year *		$ 5,889,770

*Included in the end of year fund balance is the Economic Uncertainty Fund of $696,369 (25% of the annual budgeted revenues).

This year Measure T there was a total surplus of $2.1 million versus last fiscal of $1.1 million. This large surplus is not expected to continue as vacancies are filled and employee costs increase. In addition, both funds will need to contribute toward a Public Safety building. Staff believes the amendments made in previous years will help sustain these funds for several years.

FY 20/21 Audit

As required by the Ordinance, the City engaged in an auditor to attest that the City has used the money as required in the ballot measure. The outside audit review assures that these funds are handled properly, assisting City management in providing the highest level of accountability for Measure T funds.

The City hired M. Green and Company to perform the audit which is attached. The audit confirmed that the plan is being implemented and adjusted according to the ballot measure, program guidelines and expenditure plan.

The Measure T Compliance Audit was presented and accepted by the Citizens Advisory Committee at their January 5, 2022 meeting.

Fiscal Impact:
N/A

Prior Council Action: June 07, 2021 - Annual Recertification of the 2021/22 Measure T Plan

Other: Citizens Advisory Committee accepted the report at their January 5, 2022 meeting.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
Move to accept the 2020/21 Measure T compliance audit from M. Green and Company.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Measure T Audit and Program Guidelines.

CITY OF VISALIA

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

MEASURE T

FOR THE FISCAL YEAR ENDED JUNE 30, 2021

M. GREEN AND COMPANY LLP
Certified Public Accountants

Page No.

Independent Accountants' Report on Applying Agreed-Upon Procedures 1

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M. GREEN AND COMPANY LLP

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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

City Council
City of Visalia and Citizens Advisory Committee
707 W. Acequia
Visalia, CA 93291-6100

We have performed the procedures enumerated below with respect to the administration, financial management and accounting of the City of Visalia's (City) Visalia Public Safety Sales Tax (Measure T) funds for the fiscal year ended June 30, 2021. The City's management is responsible for the City's administration, financial management and accounting for Measure T.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose, solely to assist the City and the independent Citizens Advisory Committee (CAC) in regards to Measure T. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs to fall users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

(1) We obtained and reviewed the City's Measure T commitments as expressed in the Measure T ballot measure from the March 2, 2004 election, the Enabling Ordinance adopted by the City Council, the Board of Equalization Agreements for implementation and administration of additional sales tax, the City Council approved Program Guidelines and expenditure plans for the current fiscal year and the Annual Recertification Plan for June 30, 2021, as approved by the City Council.

Findings: None

(2) We updated our documentation of the following Measure T compliance provisions, as interpreted by the City Council adopted enabling ordinance, program guidelines and interim progress report reported to City staff:

a. Administrative procedures
b. Accounting control (including budgetary) procedures

Findings: None

(3) We updated our understanding of the City's implementation of the material administrative compliance procedures.

Findings: None

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(4) We updated our understanding of the City's implementation of the material accounting control procedures and determined if the following were implemented or maintained:

a. Establishment of a separate Measure T fund or fund group;
b. Establishment within the Measure T fund(s) of an accountability structure that allows for accountability of the Measure T sales tax proceeds mandated allocations - police (60%) and fire (40%);
c. That reasonable interest allocation methodologies were applied to Measure T fund(s) regarding interest revenue for unexpended net proceeds and interest charged for other City fund advances;
d. Repayment of advances to Measure T fund(s) from other funds within 24 months of the advance;
e. That General Fund support for police and fire services during the fiscal year 2020-21, without regard to Measure T funds based upon budgeted expenditure levels, was not less than General Fund police and fire services support during the fiscal year 2019-20, unless the Council declared an economic emergency by a 4/5^{ths} vote;
f. Establishment of a separate "Economic Uncertainty" fund within the Measure T fund(s) of 25% of the budgeted Measure T tax revenues.

Finding:

Measure T calls for the budgeted General Fund support for police and fire services during the fiscal year 2020-21, without regard to Measure T, to be greater than the General Fund police and fire services support during the fiscal year 2019-20, unless the council declares an economic emergency by a 4/5^{ths} vote.

General Fund support for police and fire services during the fiscal year 2020-21, without regard to Measure T, was greater than the General Fund police and fire services support during the fiscal year 2019-20; therefore, the City has met the maintenance of effort calculations.

Finding:

The Measure calls for the establishment and funding of an Economic Uncertainty Fund in the amount of 25% of the annually budgeted revenues. The Fire and Police Measure T Economic Uncertainty Fund balances as of June 30, 2021, were $696,369 and $1,022,544, respectively. The amount for the Fire and Police Measure T Economic Uncertainty Funds exceeded the required 25% by $121,669 and $160,519, respectively.

(5) We traced all Measure T monies remitted by the California Department of Tax and Fee Administration to determine whether they were properly deposited into the appropriate Measure T fund.

Findings: None

(6) We performed procedures to verify the summaries of Measure T receipts, disbursements and unexpended funds pertaining to the fiscal year 2020-21 as prepared by the City.

Finding:

Our review indicated that the plan objectives call for 23 police officers and 13 firemen were to be hired during the fiscal year. During the current fiscal year 20 police officers were hired and there were three vacancies. At the end of fiscal year one additional position became vacant and remained vacant as of June 30, 2021. Therefore, as of June 30, 2021, four police officer positions were vacant and are being recruited. During the current fiscal year 13 firemen were hired as called for in the current plan.

Finding:

We found that 2 vehicles were approved for purchase for police officers in March of 2021. However, the purchase has been delayed since the number of police officers hired has been below the 23 planned police officers. Police Measure T funds currently have 21 police officer vehicles and vehicle replacement expenditures are being allocated to Police Measure T Funds for those 21 police officer vehicles.

We also found that allocated expenditures for vehicle replacements were charged to Fire Measure T Funds in error. The item being depreciated was not a Fire Measure T vehicle. Therefore, the charges should have not been charged to Fire Measure T Funds. City staff has made a journal entry to correct the error and our review noted the Fire Measure T Funds were reimbursed in the current fiscal year for the amounts expensed in error for a total of $438.

Recommendation:

We recommend that City staff ensure that allocated expenditures for vehicle replacements are only charged to Fire Measure T Funds for current Fire Measure T vehicles.

Management Response:

City staff has implemented processes to ensure that only allocated expenditures for vehicle replacements are charged to Fire Measure T funds for current Fire Measure T vehicles.

Finding:

We found that the Capital Improvement Program expenditures are generally proceeding in accordance with the Measure T Plan. The City finished construction of the Visalia Emergency Communication Center during the 2017-18 fiscal year. The expenditures made towards the project were not charged to Fire and Police Measure T Funds, as the project was a multi-funded project which was being funded with prior year Certificates of Participation (COP) proceeds. Therefore, expenditures related to the construction of the Visalia Emergency Communication Center, were recorded in another fund where all project expenditures were accounted for. COP in the amount of $17,910,000 were issued in the 2015-16 fiscal year to fund the project. The Measure T Plan was recertified approving the Police Measure T Fund to pay the total debt payment at a reduced amount, which makes Measure T's portion of the COP proceeds and debt service payments 9.577540%. Police Measure T Funds paid $151,477 of debt service payments in the current fiscal year in accordance with approved plan and is budgeted to pay for their reduced percentage of the project through an additional 9 years of debt service payments ending in fiscal year 2029-30.

The plan also calls for contributions towards the construction of a Public Safety Office Building to improve police and fire operations. In August of 2019, the design phase was approved to begin. However, due to COVID-19 interviews with consultants were delayed and an architectural engineer wasn't selected until May of 2021.

(7) We determined if the Measure T allocations were made in accordance with the following required funding priorities:

a. Funding of the current year's budgeted expenditures;
b. Funding of the "Economic Uncertainty" Fund including annual revision;
c. Funding expenditures budgeted for subsequent plan years.

Findings: None

(8) We conducted an exit interview with City staff representatives.

Findings: None

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on administration, financial management and accounting. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council, City management and the CAC and is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Very truly yours,

M. Green and Company LLP

M. GREEN AND COMPANY LLP
Certified Public Accountants

December 13, 2021
Visalia, California

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0659 **Agenda Date:** 1/18/2022 **Agenda #:** 4.

Agenda Item Wording:
Review of Annual Measure N Compliance Audit for fiscal year ending 6/30/21.

Deadline for Action: 1/18/2022

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Kari Williams 559-713-4298

Department Recommendation:
It is recommended that the City Council accepts the Measure N Compliance Audit from M. Green and Company for the Fiscal Year ending June 30, 2021.

Background Discussion:
The City, as part of the voter approved Measure N sales tax override, must have an annual audit of the uses of Measure N funds. M. Green and Company has performed this audit and it is now being presented to Council.

This audit did not include financial management and accounting practices. It is only to ensure that Measure N funds are used in accordance with the Ballot Measure, Program Guidelines, and Expenditure Plan for the fiscal year ended June 30, 2021. The financial management and accounting practices are included in the City's annual Audit which is also being presented January 18, 2022.

This is a review of the audit and is not intended as a discussion of plan adjustments or other operational issues. Those adjustments should be considered as part of a separate discussion.

In November of 2016, the voters of Visalia passed a ½ cent Sales Tax Override, Measure N - The Visalia Essential City Services Measure. Sales Tax from Measure N will provide for essential city services such as police and fire, as well as maintenance of parks, trails, roads, and City facilities. As part of the measure, Council adopted an Accountability Ordinance (Ordinance 16-21) to establish accountability measures as outlined below:

Revenue Requirements:

- 10% of budgeted revenues must be deposited in a Measure N Uncertainty Fund. Money can only be accessed from this fund during a fiscal emergency;
- 10% of budgeted revenues must be deposited into the following categories:
  - 2% Youth Programs
  - 8% Maintenance and Emerging Needs

Expenditure Requirements:

- Money shall not be used for debt service payments;
- Annual expenditure plan must be approved by Council after the following has occurred:

- City Manager makes a recommendation to City Council and makes changes as requested;
- Comments and recommendation received by Sales Tax Oversight Board;
- Two Public Hearings are held at regular Council Meetings to consider expenditure plan.

Sales Tax Oversight Board:
Board will consist of 11 members that will serve two-year terms. Members may be reappointed to serve up to two additional two-year terms (total of 3 terms). Members are selected in the following manner:

- Each Council member shall select one member;
- The Citizens Advisory Committee (CAC) shall select two members;
- Visalia Economic Development Corporation shall select one member;
- Hispanic Chamber of Commerce of Tulare/Kings County or Visalia Chamber of Commerce shall select one member;
- Downtown Alliance that represents Property Based Improvement District or Downtown Merchants shall select one member;
- Home Builders Association or Board of Realtors shall select one member.

Annual Audit:
City shall provide an annual independent audit to account for the tax revenues received and expenditures to ensure consistency with the approved expenditure plan. This report is completing this requirement for fiscal year 2020/21.

Effectiveness Reviews:
The ballot measure ordinance requires an effectiveness review every 8 years from the operative date of the ordinance. The operative date is April 1, 2017, thus, the first review will occur on or before April 1, 2025. During the review, Council will hold a public hearing to review the progress of the Measure N plan and the continuing need for the sales tax measure. To continue the sales tax measure, 4/5ths of the City Council must affirm the tax.

FY 20/21 Financials (ACFR document pg. 32)

The approved FY 20/21 expenditure plan and actual expenditures are shown in Table I - Measure N Revenue & Expenditure Summary - FY 20/21. The table is a summary for the four Measure N Funds which are Essential Service, 2% Youth, 8% Maintenance & Emerging Needs, and the Economic Uncertainty Fund. Measure N sales tax revenue grew $3 million (21%) over the prior year. This extremely high growth was due to the Federal stimulus money issued which allowed consumers to continue to spend as well as the reopening of establishments. Total expenditures for the fiscal year was $10.8 million, which was lower than budget due to COVID 19 which resulted in the Club House to be closed and a Recreation Coordinator to be laid off. Lower than expected capital expenditures also contributed to the lower expenses as projects were rolled into the next fiscal year.

Table I - Measure N Revenue & Expenditure Summary - FY 20/21

	Measure N	
	Final	
REVENUES	Budget	Actual
Sales Taxes	$ 11,588,800	$ 16,880,055
Interest Earnings & Miscellaneous	119,200	202,593
Grants - Police	-	29,556
Total Revenues	11,708,000	17,112,204
EXPENDITURES		
General Government	(268,700)	(219,236)
Public Safety:		
Fire	(1,006,100)	(978,595)
Police	(4,100,700)	(4,293,747)
Community Services	(759,448)	(461,573)
Capital Outlay	(5,464,643)	(4,806,242)
Total Expenditures	(11,599,591)	(10,759,393)
Revenues Over (Under) Expenditures	108,409	6,352,811
Net Change in Fund Balance	$ 108,409	6,352,811
Fund Balance Beginning of Year		23,320,803
Fund Balance - End of Year *		$ 29,673,614

* Included in the end of year fund balance is the Economic Uncertainty Fund of $1,158,880 (10% of the annual budgetd sales tax revenue).

Amongst the four Funds, Measure N has a fund balance of $29.7 million which includes the Economic Uncertainty Fund of $1.2 million. The remaining $28.5 million has $15.7 million in committed capital projects that rolled into fiscal year 2021-22 leaving $12.8 million available as shown in Table II - Measure N Fund Balance. It is important to have cash available in each category to be able to advance projects in the plan (if needed) and/or cover higher costs than what was outlined in the plan.

Table II - Measure N Fund Balance

	Beginning Fund Balance	20/21 Revenues	20/21 Expenditures	Ending Fund Balance	CIP Rolled into FY 21/22	Fund Balance Remaining
Essential Services	18,736,153	16,095,203	10,010,804	24,820,553	14,306,902	10,513,651
2 % Youth Programs	447,064	234,883	77,620	604,327		604,327
8% Maint & Emerging Needs	2,820,576	940,248	670,969	3,089,855	1,398,046	1,691,809
Measure N Operating Funds	**22,003,793**	**17,270,334**	**10,759,393**	**28,514,734**	**15,704,948**	**12,809,786**
Economic Uncertainty	1,317,010	(158,130)		1,158,880		1,158,880
Measure N Total	**23,320,803**	**17,112,204**	**10,759,393**	**29,673,614**	**15,704,948**	**13,968,666**

FY 20/21 Audit

As required by the Ordinance, the City engaged an auditor to attest that the City has used the money as required in the ballot measure. The outside audit review assures that these funds are handled properly, assisting City management in providing the highest level of accountability for Measure N funds.

The City hired M. Green and Company to perform the audit which is attached. The audit confirmed that the plan is being implemented and adjusted according to the ballot measure, program guidelines and expenditure plan.

Fiscal Impact:
None

Prior Council Action: June 15, 2020 Measure N Budget adoption.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to accept the 2020/21 Measure N audit from M. Green and Company.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Measure N Compliance Audit.

CITY OF VISALIA

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

MEASURE N

FOR THE FISCAL YEAR ENDED JUNE 30, 2021

M. GREEN AND COMPANY LLP
Certified Public Accountants

Page No.

Independent Accountants' Report on Applying Agreed-Upon Procedures 1

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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

City Council
City of Visalia and Measure N Sales Tax Oversight Board
707 W. Acequia
Visalia, CA 93291-6100

We have performed the procedures enumerated below with respect to the administration, financial management and accounting of the City of Visalia's (City) Visalia Essential City Services Sales Tax (Measure N) funds for the fiscal year ended June 30, 2021. The City's management is responsible for the City's administration, financial management and accounting for Measure N.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose, solely to assist the City and the independent Measure N Sales Tax Oversight Board in regards to Measure N. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs to fall users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

(1) We obtained and reviewed the City's Measure N commitments as expressed in the Measure N ballot measure from the November 8, 2016 election, the Enabling Ordinance including accountability measures adopted by the City Council, the Board of Equalization Agreements for implementation and administration of additional sales tax, and the City Council approved initial expenditure plan, annual expenditure plan and any amendments, as applicable for the current fiscal year.

Findings: None

(2) We identified and documented the following Measure N compliance provisions, as interpreted by the City Council adopted enabling ordinance and interim progress report reported to City staff:

a. Administrative procedures
b. Accounting control (including budgetary) procedures

Findings: None

(3) We updated our understanding of the City's implementation of the material administrative compliance procedures.

Findings: None

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(4) We updated our understanding of the City's implementation of the material accounting control procedures and determined if the following were implemented or maintained:

a. Establishment of an initial spending plan specifying the uses of the proceeds of the sales or use tax for the period between implementation of the sales and use tax and the end of the subsequent fiscal year; and,

b. Establishment of an annual expenditure plan, as part of adoption of an annual City General Fund budget, specifying the uses of the proceeds of the sales or use tax for the coming fiscal year prior to the expiration of the initial expenditure plan; and,

c. That any amendments to the initial expenditure plan and subsequent annual expenditure plan were made by resolution adopted by a majority of the Council following:

   i. Submission for comment and recommendation to the Measure N Sales Tax Oversight Committee and

   ii. Public hearing during at least two regularly scheduled and appropriately noticed meetings of the City Council; and,

d. That the initial expenditure plan, any subsequent annual expenditure plan and any amended expenditure plans were made publicly accessible at all times; and,

e. Establishment of a separate "Economic Uncertainty" fund within the Measure N fund(s) of 10% of the budgeted Measure N sales tax proceeds for the coming plan year; and,

f. Establishment of separate "Maintenance and Emerging Needs" funds within the Measure N fund(s) of (1) 8% of the budgeted Measure N sales tax proceeds for the coming plan year and (2) 2% of the budgeted Measure N sales tax proceeds which shall be used for youth programs; and,

g. That none of the Measure N sales tax proceeds were used to pay annual debt service requirements.

Finding:

The Measure calls for the establishment and funding of an Economic Uncertainty Fund in the amount of 10% of the annually budgeted revenues. The Measure N Economic Uncertainty Fund balance as of June 30, 2021, was $1,158,880. The amount for the Measure N Economic Uncertainty Fund met the required 10%.

The Measure also calls for the establishment and funding of a Maintenance and Emerging Needs Fund in the amount of 10% of the annually budgeted revenues of which 2% of the budgeted revenues shall be used for youth programs. The Maintenance and Emerging Needs Fund and The Maintenance and Emerging Needs Fund - Youth Fund were both funded during the fiscal year June 30, 2021, with the amount of $927,100 and $231,800, respectively which met the required percentages.

(5) We traced all Measure N monies remitted by the California Department of Tax and Fee Administration to determine whether they were properly deposited into the appropriate Measure N fund.

Findings: None

(6) We performed procedures to verify the summaries of Measure N receipts, disbursements and unexpended funds pertaining to the fiscal year 2020-2021 as prepared by the City.

Findings:

Police

The Annual Measure N Plan calls for the hiring of 23 police officers and seven police professional staff during the current fiscal year. Our review indicated that 23 police officers and six police professional staff were hired in accordance with plan objectives. One of the 23 police officers hired resigned prior to June 30, 2021. Therefore one police officer position and one police professional staff position remained open as of June 30, 2021.

Fire

The Annual Measure N Plan calls for the hiring of six firemen (a Battalion Chief, Administrative Capitan, EMS Coordinator and three Paramedics) during the current fiscal year. Our review indicated that six firemen were hired in accordance with plan objectives.

Parks and Recreation

The Annual Measure N Plan calls for the hiring of two parks and recreation maintenance employees, an urban forest employee and a recreation coordinator. Our review indicated that two parks and recreation maintenance employees and an urban forest employee were hired in accordance with the Annual Measure N Plan. Our review indicated that the recreation coordinator was transferred to another fund last fiscal year, due to the pandemic, and the position remained open as of June 30, 2021.

Maintenance and Emerging Needs (Including Youth)

The Measure N Plan for Youth implemented a Clubhouse Networking program in fiscal year 2018-2019 and was shut down in fiscal year 2019-2020 due to COVID -19 restrictions. These restrictions continued through fiscal year 2020-2021 causing the Clubhouse to remain closed. Measure N funded staffing for this program and due to the pandemic, no salaries were charged to the Measure N Fund in the current fiscal year. However, unemployment wages were charged to the Measure N Fund in the current year.

Findings:

We found that the Capital Improvement Program expenditures are generally proceeding in accordance with the Annual Measure N Plan. Measure N Funds include a capital project roll-over policy consistent with all City projects and funds where projects approved and possibly started but not completed in one fiscal year may roll-over into the next fiscal year until completed.

Fire

The Capital Improvement Program expenditures for refurbishment of Station 51 has been delayed due to the advancement of relocating Fire Station 56 within the Annual Measure N Plan. Land was purchased during the 2018-2019 fiscal year and the project is in the design phase. Management anticipates the project to be completed in fiscal year 2022-2023.

The Annual Measure N Plan also calls for the purchase of a squad vehicle and a supervisor vehicle during the previous fiscal year. A squad vehicle was purchased as of June 30, 2020, in accordance with the Measure N Plan. However, there were some remaining project costs that were incurred during the current fiscal year. Our review indicated that the supervisor vehicle had been purchased as of June 30, 2021.

Police

As of June 30, 2021, 18 police officer vehicles and two police professional staff vehicles had been purchased. The Measure N Plan called for the purchase of three additional police officer vehicles and one police professional staff member during the fiscal year 2019-2020 and an additional two police officer vehicles in the current fiscal year 2020-2021. We noted that the purchase of five police officer vehicles had been approved during the current fiscal year and then later delayed due to the pandemic. Additional delays continue due to the current shortage of vehicles. There is currently a purchase order for three vehicles, issued in March 2021, which the City is awaiting to receive. The remaining two vehicles will be purchased in the future as vehicles become available. The department has also determined the purchase of a vehicle for the one police professional staff member hired is not needed at this time as the position filled did not require the use of a vehicle. The professional staff member positions filled each fiscal year vary based on the needs of the department as allowed in the Measure N Plan.

Roads
Various street maintenance projects have been completed in fiscal year 2020-2021 in accordance with the Measure N Plan. $3,425,597 had been expended during the fiscal year ended June 30, 2021.

Parks and Recreation
No Capital Improvement Program expenditure amounts had been included in the Annual Measure N Plan or expended as of June 30, 2021.

Other
The Annual Measure N Plan calls for a Downtown Street Light System. This project is still in the design phase. Management anticipates the project to be completed in fiscal year 2022-2023.

Maintenance and Emerging Needs
Various building maintenance projects have been completed in accordance with the Measure N plan of which, $647,042 had been expended during the fiscal year ended June 30, 2021.

Maintenance and Emerging Needs – Youth
No Capital Improvement Program expenditure amounts had been included in the Annual Measure N Plan or expended as of June 30, 2021.

(7) We conducted an exit interview with City staff representatives.

Findings: None

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on administration, financial management and accounting. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council, City management and the Measure N Sales Tax Oversight Board and is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Very truly yours,

M. Green and Company LLP

M. GREEN AND COMPANY LLP
Certified Public Accountants

December 13, 2021
Visalia, California

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0670 **Agenda Date:** 1/18/2022 **Agenda #:** 5.

Agenda Item Wording:
Consideration and direction regarding an update to the Caltrans Lovers Lane Roadway Rehabilitation and Operational Improvements Project at State Route 198.

Deadline for Action: None.

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:
Rebecca Keenan, Senior Civil Engineer, rebecca.keenan@visalia.city, 713-4541
Frank Senteno, City Engineer, frank.senteno@visalia.city, 713-4331
Nick Mascia, Assistant City Manager, nick.mascia@visalia.city, 713-4323
Hussein Senan, Caltrans Project Manager, hussein.senan@dot.ca.gov, (559) 243-3586

Department Recommendation:
Staff recommends that the City Council receiver the presentation from the California Department of Transportation (Caltrans) regarding the Caltrans Lovers Lane Roadway Rehabilitation (along SR 216) and Operational Improvements at the State Route 198 Interchange.

Summary:
City Staff and Caltrans last updated the City Council regarding the Lovers Lane (SR 216) Roadway Rehabilitation and Operational Improvements project at the May 3, 2021, meeting. Since that meeting, the project has progressed into the Plans, Specifications, and Estimates (PS&E) and Right of Way (R/W) phase. The purpose of this agenda item is to update the Council on progress made, and to follow up on the Council's request that Caltrans consider a hybrid geometric layout at E. Mineral King Avenue and S. Lovers Lane.

Background Discussion:
City staff and Caltrans have worked to identify possible improvements to the Lovers Lane Interchange at State Route 198 since 2015. Ultimate layouts were developed, however, to meet current Caltrans design standards, the ultimate project would require considerable amounts of right of way and would significantly impact the surrounding businesses and residences. The acquisition and improvements would result in exorbitant costs, estimated at over $60 million in 2015 dollars. Therefore, the City Council authorized staff to work with Caltrans to pursue a more cost-effective interim solution; and in October 2015, the City Manager executed a Cooperative Agreement with Caltrans to prepare a Project Initiation Document (PID) for an interim solution to enhance operations at the Lovers Lane Interchange. Operational improvements were (and are) supported by Caltrans because there is a new interchange proposed to be constructed 5000 feet east of Lovers Lane, at the Tower Street alignment (Road 148). Given this, the PID document for the Lovers Lane operational improvements was completed in 2017, and identified three possible near-term alternatives

(Alternative 1A, Alternative 1B, and No Build Alternative) that were presented to the community at a public meeting held on May 26, 2016, at the Mineral King Elementary School.

Following the public meeting and comments received, Caltrans began the Project Approval and Environmental Document (PA&ED) phase to continue the exploration of Alternatives 1A & 1B, and further develop the project in terms of constructability, cost effectiveness, comments received, and other local needs & constraints. Both alternatives would achieve the goal of restoring the facility to a state of good repair, improve traffic flow, address current and future traffic operation needs, and alleviate congestion. However, Alternative 1B would also close the access connecting E. Mineral King Avenue to Lovers Lane and thereby create more storage for traffic at both westbound State Route 198 off and on ramps.

As presented to the City Council on May 3, 2021, the PA&ED phase concluded last year, when Caltrans issued the Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment on March 5, 2021, for public comments. The comment period ended on April 5, 2021, and Caltrans did not receive any comments from the public during that period. Caltrans did receive comments from a resident a few weeks after the update to Council, in June 2021. That resident expressed concern about the possible closure of E. Mineral King Avenue, particularly regarding anticipated impacts to pedestrians and the disabled community. The Caltrans representative took note of the concerns and included them in the team's process to select the project Alternative to be carried into the design phase. Also, at the last City Council update, Caltrans advised that Alternative 1A was less desirable because the analysis indicated that it would fail in 10 years. That factor weighed heavily on the selection of the final alternative because it means that the number of vehicles per lane, per mile, would increase, resulting in spillage onto the freeway, and a back-up on the freeway.

Caltrans reviewed both Alternatives with their various functional units and selected Alternative 1B as the preferred alternative. The functional units considered project elements, such as traffic operations, maintenance, right of way impacts, private property impacts, utility impacts, hydraulic engineering, landscaping, impacts to structures, sustainability, schedule, funding, and complete streets requirements in making the final selection. The process identified some areas of concern with both alternatives, however, the final tally revealed stronger support for the project following Alternative 1B. The process also identified the need to provide connectivity from E. Mineral King Avenue to Loves Lane, in order to meet the State's goal (SB99) of increasing active modes of transportation such as biking and walking.

In addition, at the May 3, 2021, meeting, Council requested that Caltrans consider a hybrid layout to possibly allow limited access to Lovers Lane from E. Mineral King Avenue. From the last City Council meeting through November 2021, Caltrans proceeded with the additional traffic analysis required for the mainline freeway and the on/off ramps. Part of the analysis included the review of a way to create a hybrid layout to allow traffic from E. Mineral King Avenue to continue to access Lovers Lane in the northeast quadrant. Unfortunately, Caltrans was not able to develop a hybrid layout that will allow vehicular traffic to access Lovers Lane from E. Mineral King Avenue because maintaining access from E Mineral King Ave to Lovers Lane, while implementing the proposed scope to the westbound on and off ramps, would result in a larger project footprint well beyond the existing right of way. The changes would be significant enough to require further environmental studies, additional right of way, added time, and extra funding needs. It is expected that a new Environmental Document would add an additional 12-18 months to the current schedule. The additional cost is

estimated at $5.8 million (which is comprised of approximately $1.9 million in construction capital and $3.9 million for right of way). The consequential delays and additional cost would render the project unfeasible within the current SHOPP cycle.

However, Caltrans is exploring means to incorporate a multi-use trail to allow pedestrian, bicyclist, and other non-vehicular traffic access to Lovers Lane. The trail would allow local area residents to continue to access the north/south corridor, despite elimination of the E. Mineral King Avenue vehicular connection.

Next Steps:
Caltrans will continue to work on the Plans, Specifications, and Estimates (PS&E) and the Right of Way (RW) Phase of the project. Those two phases are expected to conclude in 2023, with the project progressing according to the following schedule:

Project Milestone	Milestone Completion Date
Right of Way acquisition complete	04/2023
PS&E Design complete	05/2023
Advertise for Construction	07/2023
Construction to Begin	10/2023
Construction Complete	01/2025

Fiscal Impact:
There is no fiscal impact at this time. This project is currently programmed in the Caltrans 2020 State Highway Operation and Protection Program (SHOPP) for a total of $26,300,000.00, which includes Construction (capital and support) and Right of Way (support). In addition, the Tulare County Association of Governments (TCAG) has committed to contribute up to $1.5M to the construction of the project, as needed.

Prior Council Action:
May 3, 2021 - Council received a presentation and provided comments regarding the Caltrans Lovers Lane Roadway Rehabilitation and Operational Improvements Project concluding the Project Approval and Environmental Document (PA&ED) phase at the State Route 198 Interchange.

Other:
None

Alternatives:
None

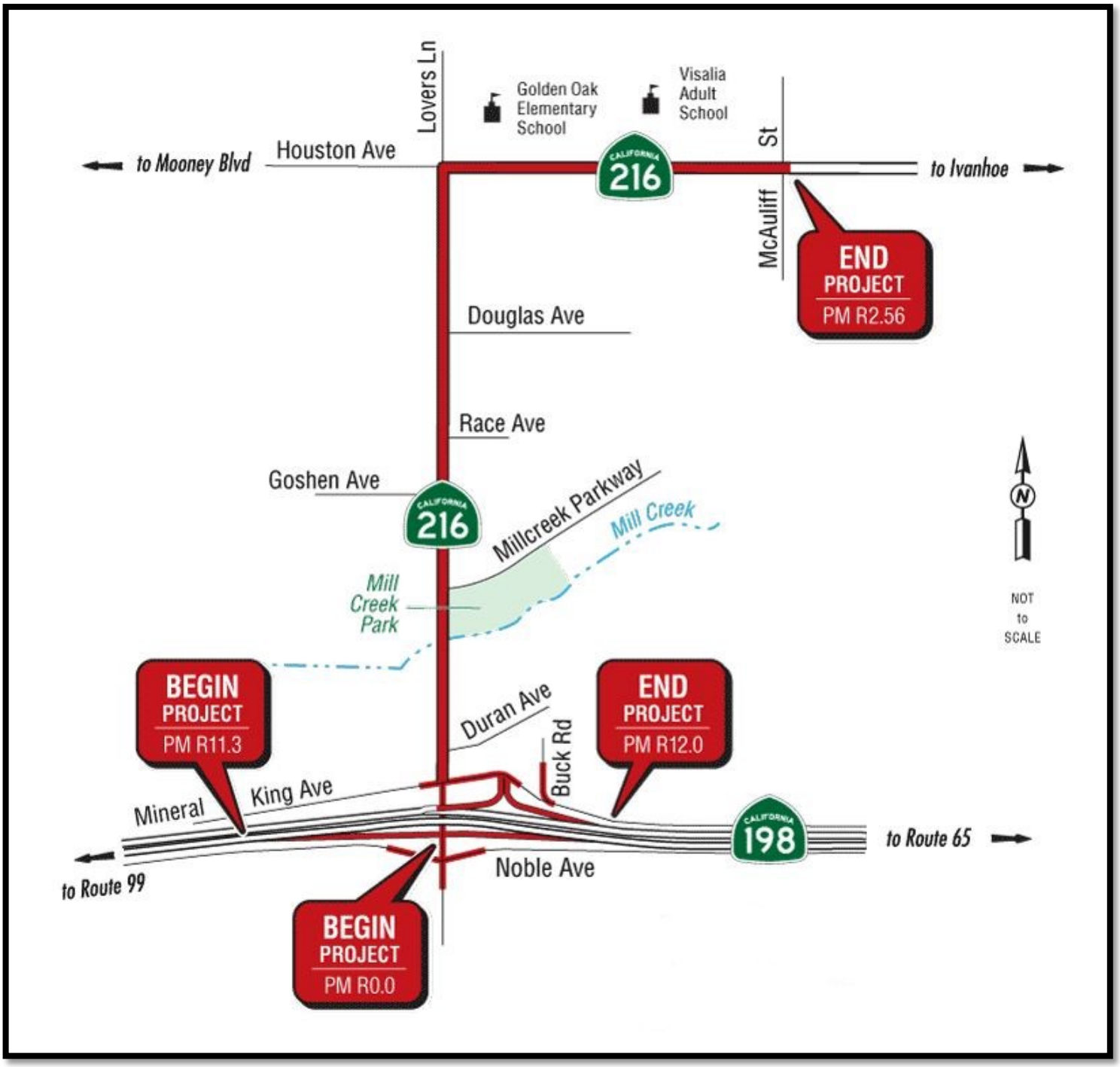
Recommended Motion (and Alternative Motions if expected):
No motion required.

Environmental Assessment Status:
None

CEQA Review:
Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment prepared by the State of California Department of Transportation, dated March 2021.

Attachments:

1. Location Map
2. Presentation



Lovers Lane
Operational Improvements and Rehabilitation Project
LOCATION MAP
ATTACHMENT 1

Lovers Lane Rehabilitation Project

Presentation to
City of Visalia City Council
January 18, 2022

Caltrans Project 06-0W900

Your Project Team Is:

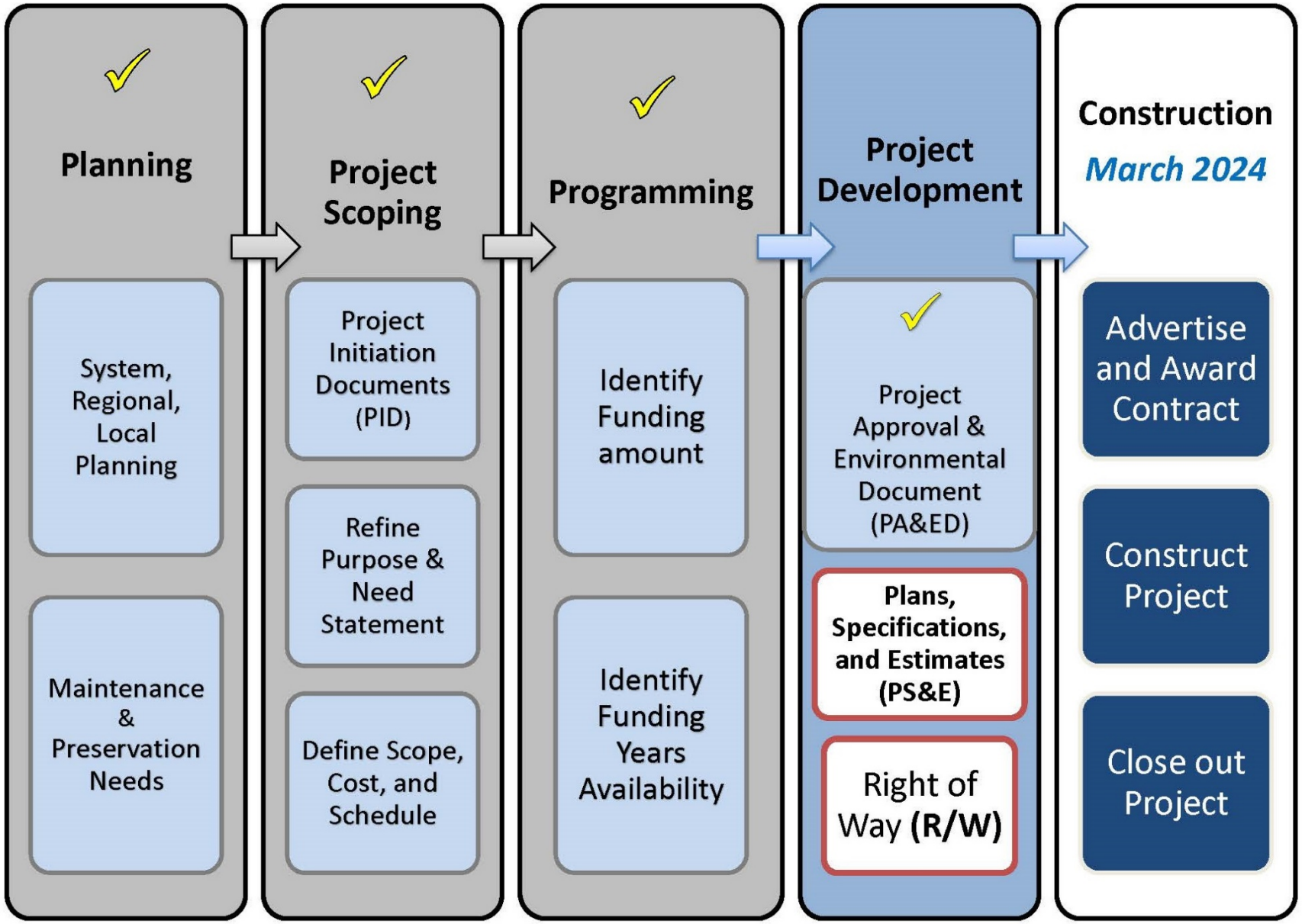
- **CITY OF VISALIA:**
  - Nick Mascia, Assistant City Manager
  - Frank Senteno, City Engineer
  - Rebecca Keenan, Senior Civil Engineer
- **CALTRANS:**
  - Hussein Senan, Project Manager
  - Ernie Penuna, Design Office Chief
  - Irene Lee, Design Manager
  - Yeshi Amente, Design Project Engineer

Today's Agenda:

- **CITY OF VISALIA:**
  - Caltrans Process & Brief Project Review to PA&ED phase.
- **CALTRANS:**
  - Project Approval & Environmental Document (PA & ED) Phase close-out update
  - Review of Hybrid Analysis
  - PS&E and RW updates
  - NEXT STEPS

QUESTIONS

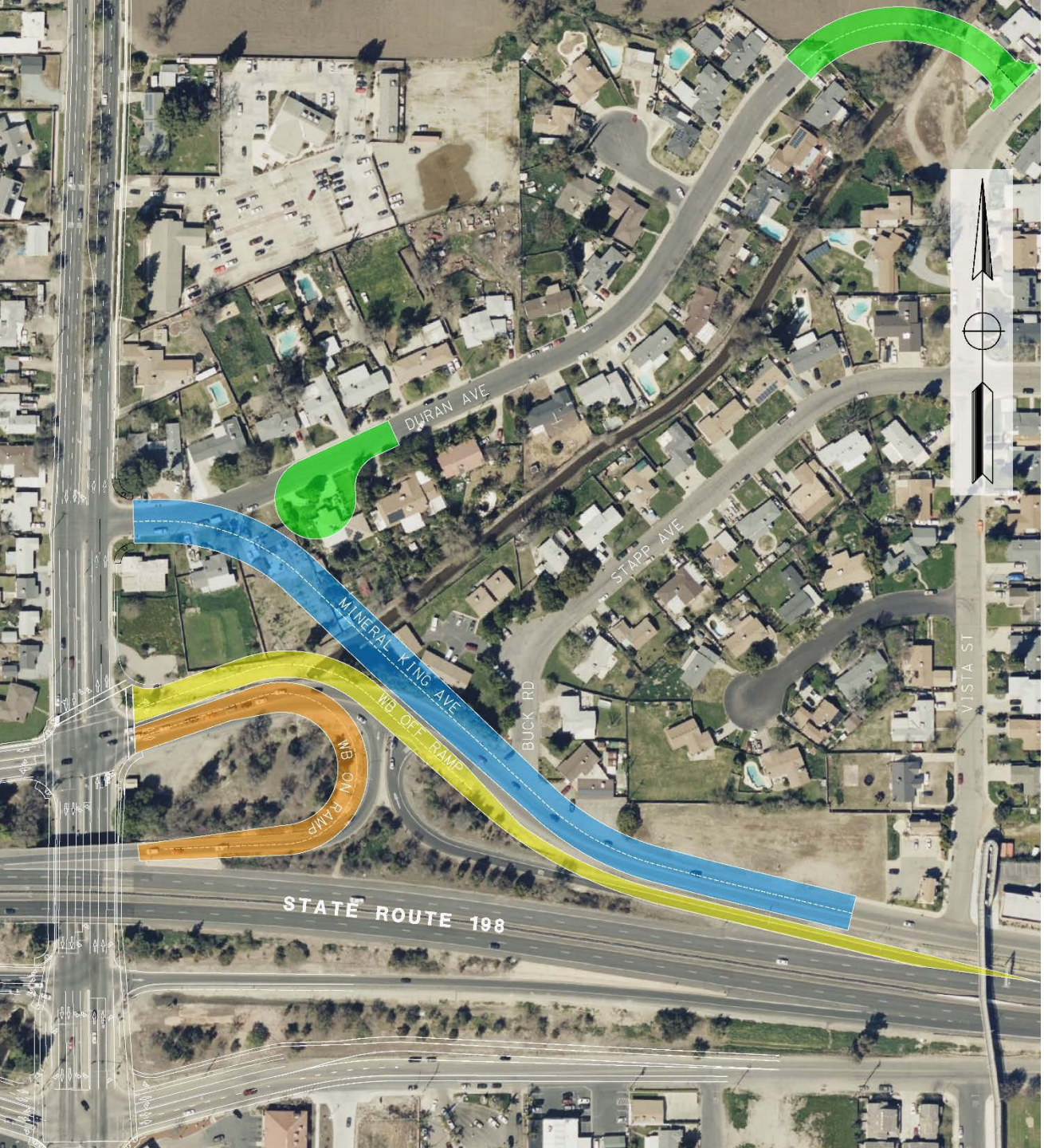
Caltrans Process



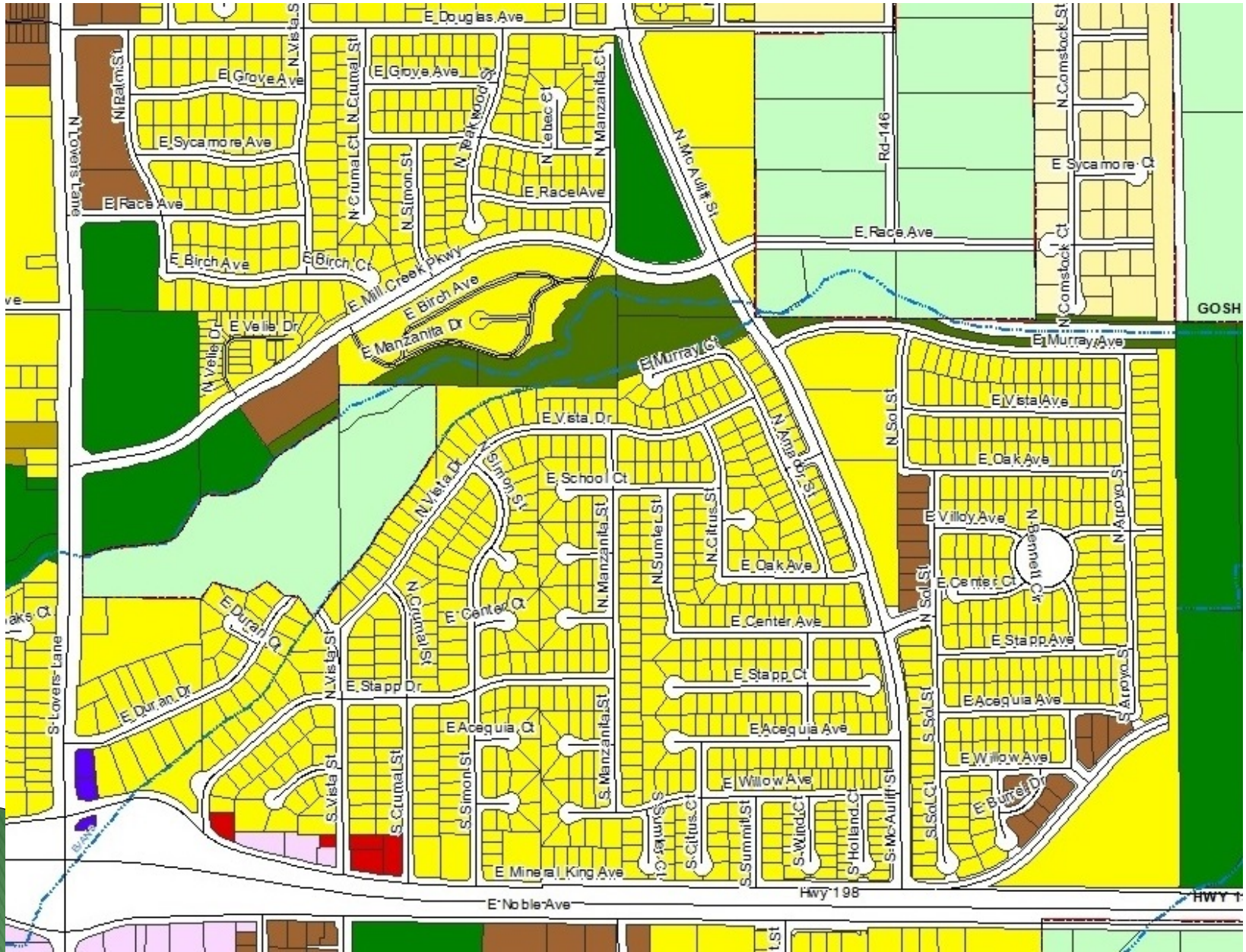
WB On/Off Ramp - Mineral King Ave.

- Widen to standard lane width and shoulders.
- Remove stop control at off ramp
- Close Mineral King at Buck Rd.
- Extend storage length for both ramps.

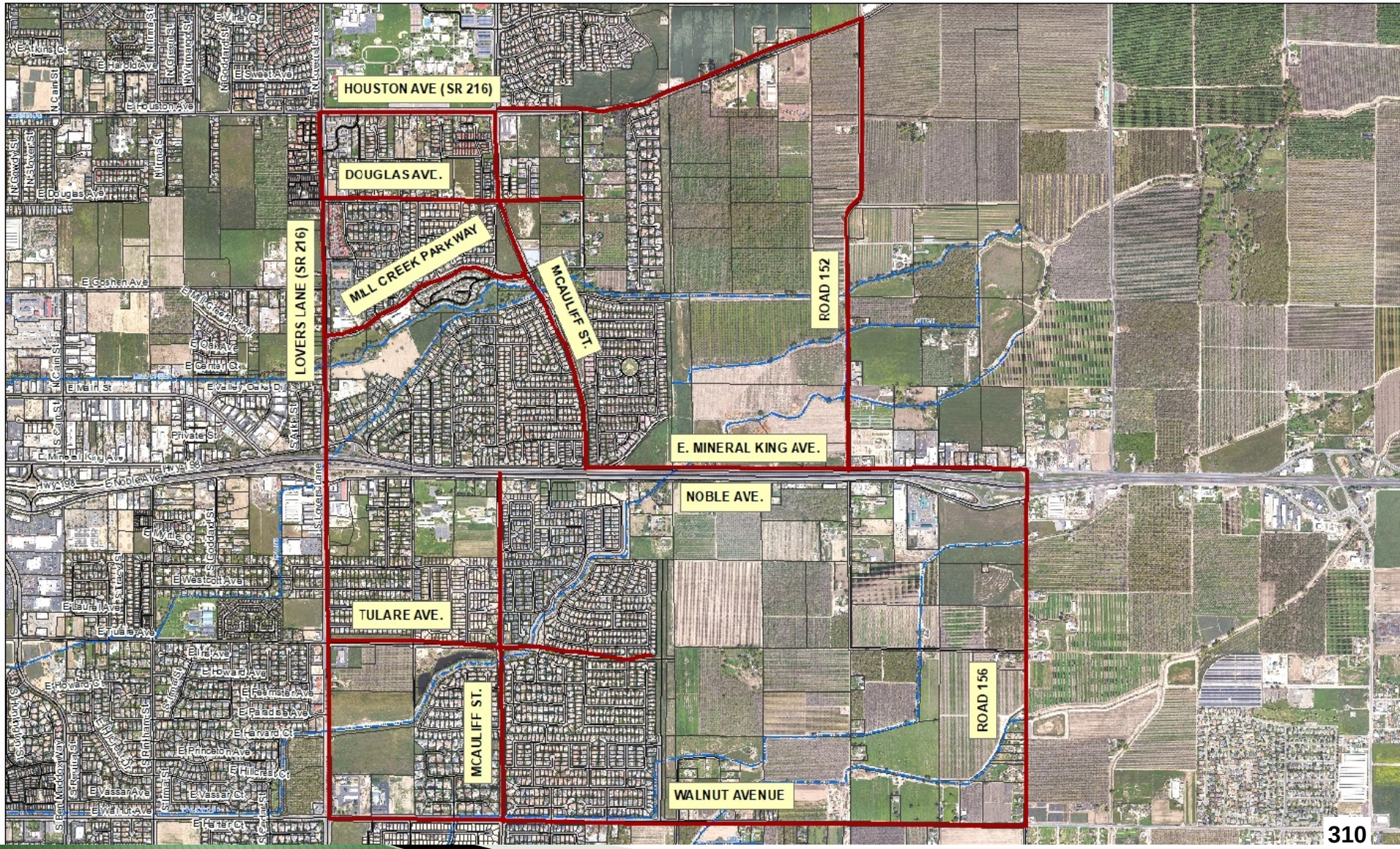
Hybrid Analysis



Vicinity Map



Area Map


HOUSTON AVE (SR 216)
DOUGLAS AVE.
MILL CREEK PARKWAY
LOVERS LANE (SR 216)
MCAULIFF ST.
ROAD 152
E. MINERAL KING AVE.
NOBLE AVE.
TULARE AVE.
MCAULIFF ST.
ROAD 156
WALNUT AVENUE

Cost and Schedule

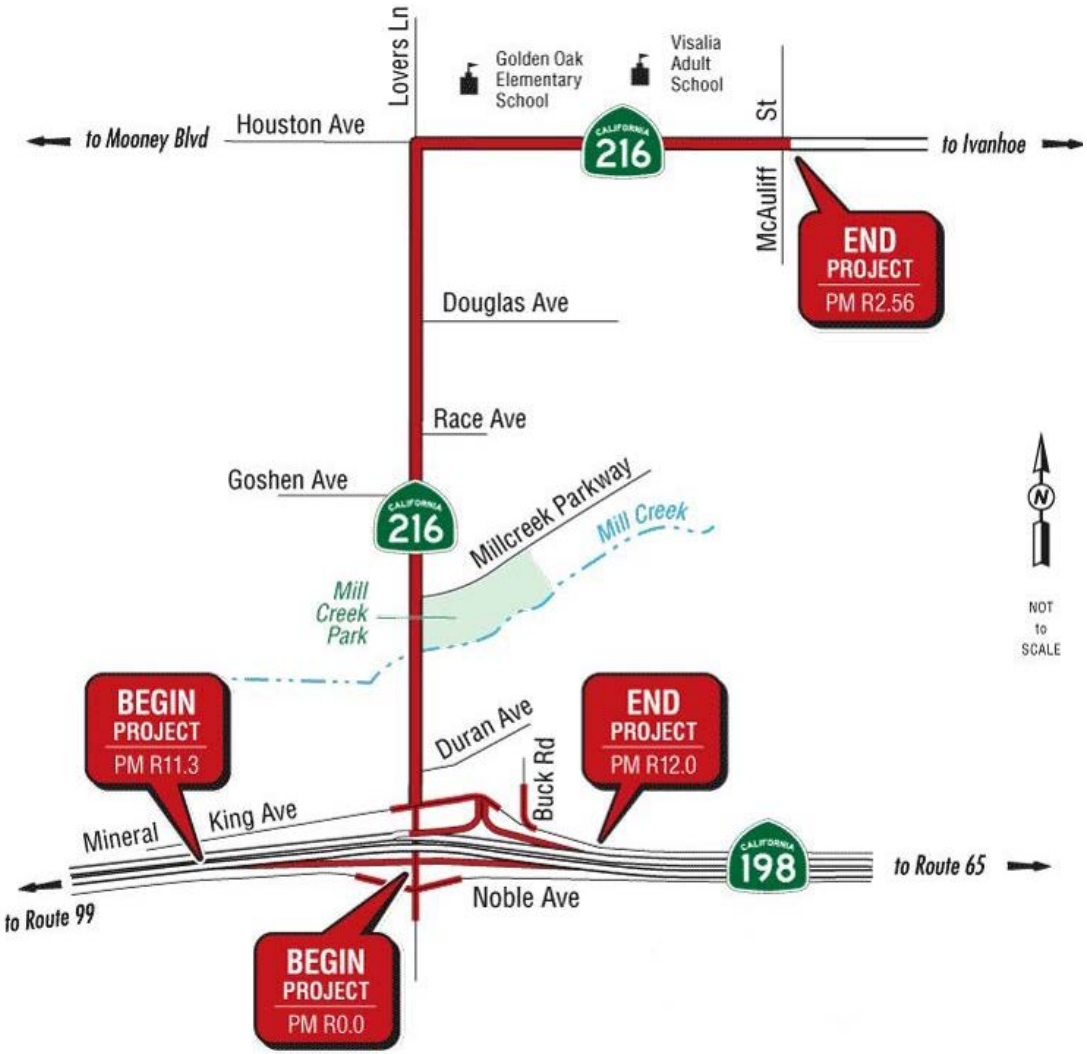
Estimated Construction Costs
$19,700,000

Project Milestone	Milestone Completion Date
Right of Way acquisition complete	April 2023
PS&E Design complete	May 2023
Advertise for Construction	July 2023
Construction to Begin	October 2023
Construction Complete	January 2025

QUESTIONS?

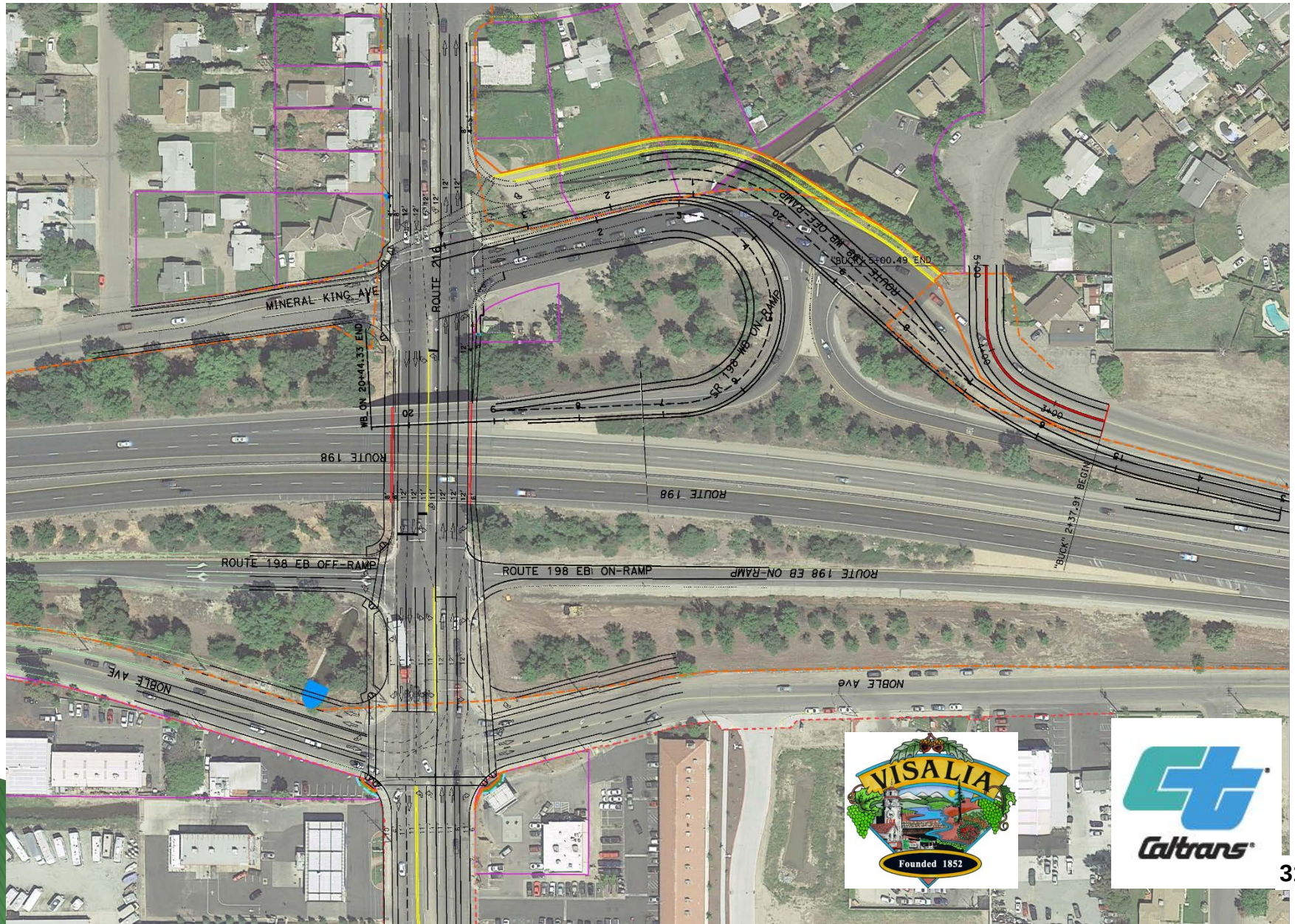
Recommended Motion:

"I move to accept the presentation from staff and Caltrans on the Lovers Lane Roadway Rehabilitation and Operational Improvements Project."



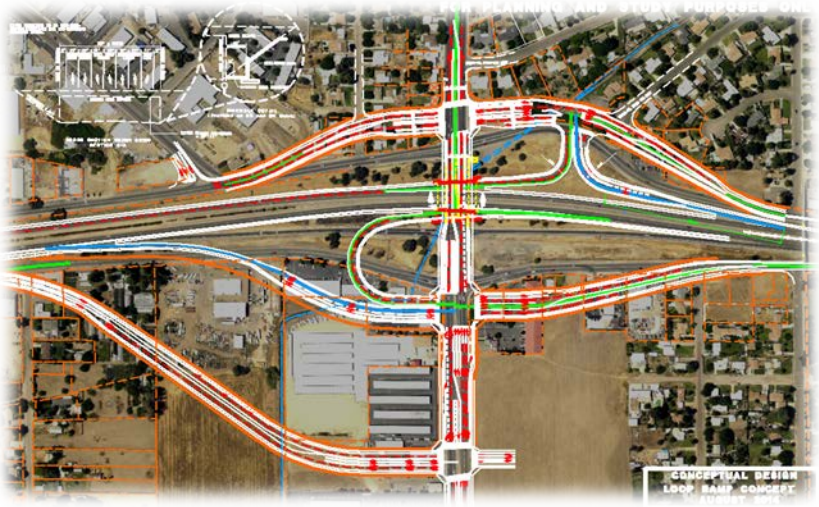
END

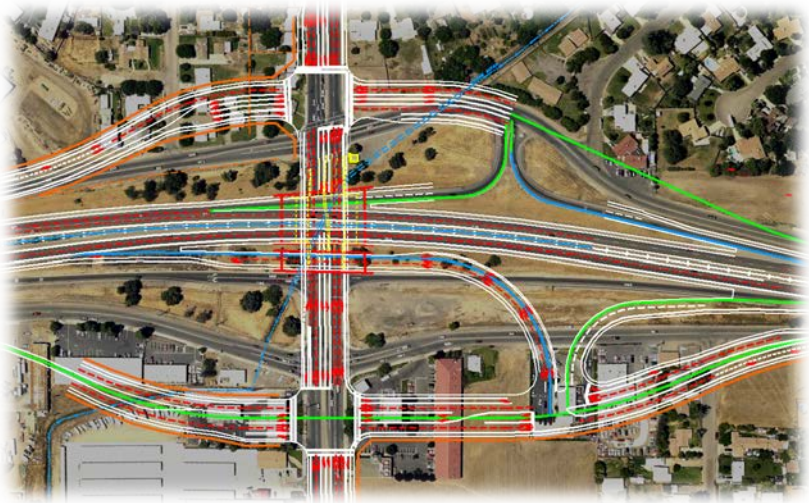
Geometric Layout

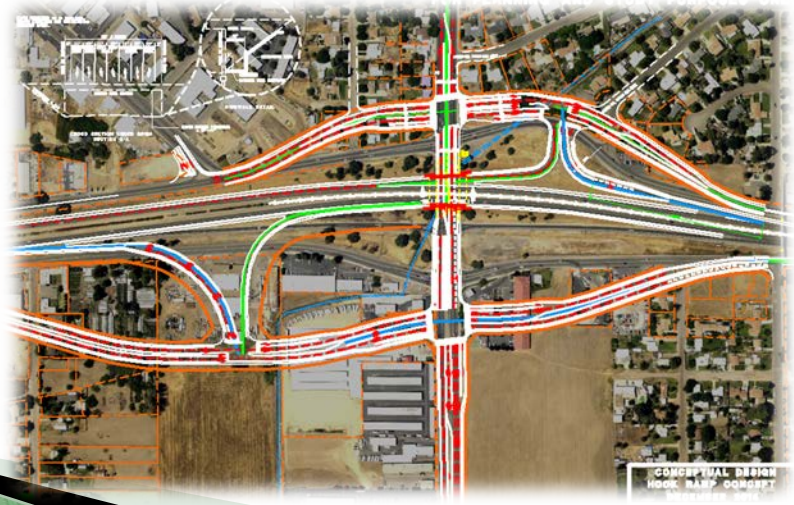


LONG TERM PRELIMINARY

DRAFT Alternatives







City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0677 **Agenda Date:** 1/18/2022 **Agenda #:** 6.

Agenda Item Wording:
Presentation by representatives from the California Department of Transportation (Caltrans) for consideration and direction regarding Caltrans State Route 198 east bound offramp modification project at Watson Street/Noble Avenue.

Deadline for Action: None

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:
Eric Bons, Senior Civil Engineer, eric.bons@visalia.city, 713-4350
Frank Senteno, City Engineer, frank.senteno@visalia.city, 713-4331
Hussein Senan, Caltrans D6 Program Project Management, Hussein.senan@dot.ca.gov, 365-0694
Eltahir Ataelgeed, Caltrans Design Project Engineer, Eltahir.ataelgeed@dot.ca.gov, 383-5459
Nick Mascia, Assistant City Manager, nick.mascia@visalia.city, 713-4323

Department Recommendation:
Staff recommends the City Council consider the presentation from Caltrans on the State Route 198 (SR-198) east bound offramp at Watson Street/Noble Avenue project and provide input and comments regarding the proposed traffic modifications prior to Caltrans finalizing the construction documents.

Background Discussion:
Caltrans is currently working on the Project Approval and Environmental Document (PA&ED) phase, as well as the Plans, Specifications, and Estimate (PS&E) phase of the project to address traffic queuing backing on to the eastbound SR-198 travel lane from the offramp at Watson Street. Caltrans staff will be presenting the proposed roadway improvements to the City Council and community at-large at this meeting. Caltrans welcomes input, comments, and suggestions for consideration regarding the proposed roadway improvements.

The SR-198 east bound offramp at Watson Street has experienced increased traffic volumes during the morning peak hour of travel, which has led to vehicles stacking beyond the capacity of the offramp and spilling into the east bound SR-198 travel lanes. Caltrans is moving forward with this improvement project to enhance the east bound SR-198 offramp at Watson Street to provide for the projected increase in the traffic volume.

This project is to relieve the traffic impacts to the east bound traffic flow on SR-198. Caltrans is the lead agency for this project and the City of Visalia is a participating agency due to the physical location within the City limits and the proposed changes in the traffic patterns that will impact motorists, adjacent intersections, parking, and roadways controlled by the City of Visalia.

In 2012, Caltrans completed a project that widened this east bound offramp from SR-198 to Watson Street and added a traffic signal at the intersection of the offramp and Noble Avenue. Caltrans initiated a Project Concept Report in 2017 to address the increased congestion at the SR-198 east bound offramp at Watson Street. Traffic has been monitored since the completion of that project and, the traffic volumes have significantly increased such that the capacity of the offramp is not sufficient to store vehicles within the offramp footprint and without impacting the east bound through lanes on SR-198. Caltrans developed two alternative designs which were presented to City of Visalia staff for review and input.

These two alternatives were refined and presented to City Council in May 2020 where City Council provide input and direction regarding these two alternatives. The City Council agreed with the approach to providing the improvements to aide with the flow of traffic at the SR-198 east bound offramp which will provide a traffic solution with an estimated life of 15 years. Caltrans will be monitoring the traffic flow to determine what additional improvements may be needed to meet the future traffic needs. Several Council members opposed the installation of a raised island in Noble Avenue which would prevent traffic from the offramp making a south bound right turn to Watson Street. As indicated in the plan discussed below, the current Caltrans design does have a raised island in Noble Avenue to minimize any traffic “weaving” in Noble Avenue between the SR-198 offramp and Watson Street. City Council also noted that there needs to be a public outreach component to this project to address the changes to the traffic patterns and other construction related impacts.

The recommended alternative proposed by Caltrans is to remove the existing traffic signal at the end of the east bound offramp to provide more vehicle storage, reduce Noble Avenue (SR-63) from three lanes to two lanes to install a raised island between the two offramp lanes and the two through lanes on Noble Avenue between Willis Street and Watson Street. The traffic lanes on Noble Avenue will be reduced from three lanes to two lanes to accommodate the width of the new median island. The on-street parking along the south side of Noble Avenue between Johnson Street and Watson Street will be restricted to accommodate the shifting of the lanes on Noble Avenue. The local transit bus stop located at the southeast corner of Watson Street and Noble Avenue will be relocated to the corner of Encina Street and Noble Avenue to accommodate the shift of the traffic lanes. Caltrans Traffic Operations will then be reviewing and modifying the traffic signal timing on the Caltrans owned and operated traffic signal to match the modifications associated with this project. At this time, Staff is not aware of the extent of public outreach performed by Caltrans regarding their design; particularly the immediately surrounding business district (i.e. Kaweah Health, residents, and businesses along Noble, etc.,)

Fiscal Impact:
The funding for this project is to be provided by Caltrans and the Tulare County Association of Government (TCAG). The construction costs are to be shared between Caltrans and TCAG. The City has not created a Capital Improvement Program project for this project, but staff time has been tracked for budgeting purposes. The construction cost will be provided by Caltrans and TCAG. The City of Visalia’s cost will be for staff time associated with the coordination with Caltrans in the project design phase of this project.

Prior Council Action:
May 18, 2020, Work Session Item No. 3, Review and discussion of a presentation regarding State

Route 198 offramp at Watson Street/Noble Avenue project and provide direction regarding the proposed traffic modifications.

Other:
None.

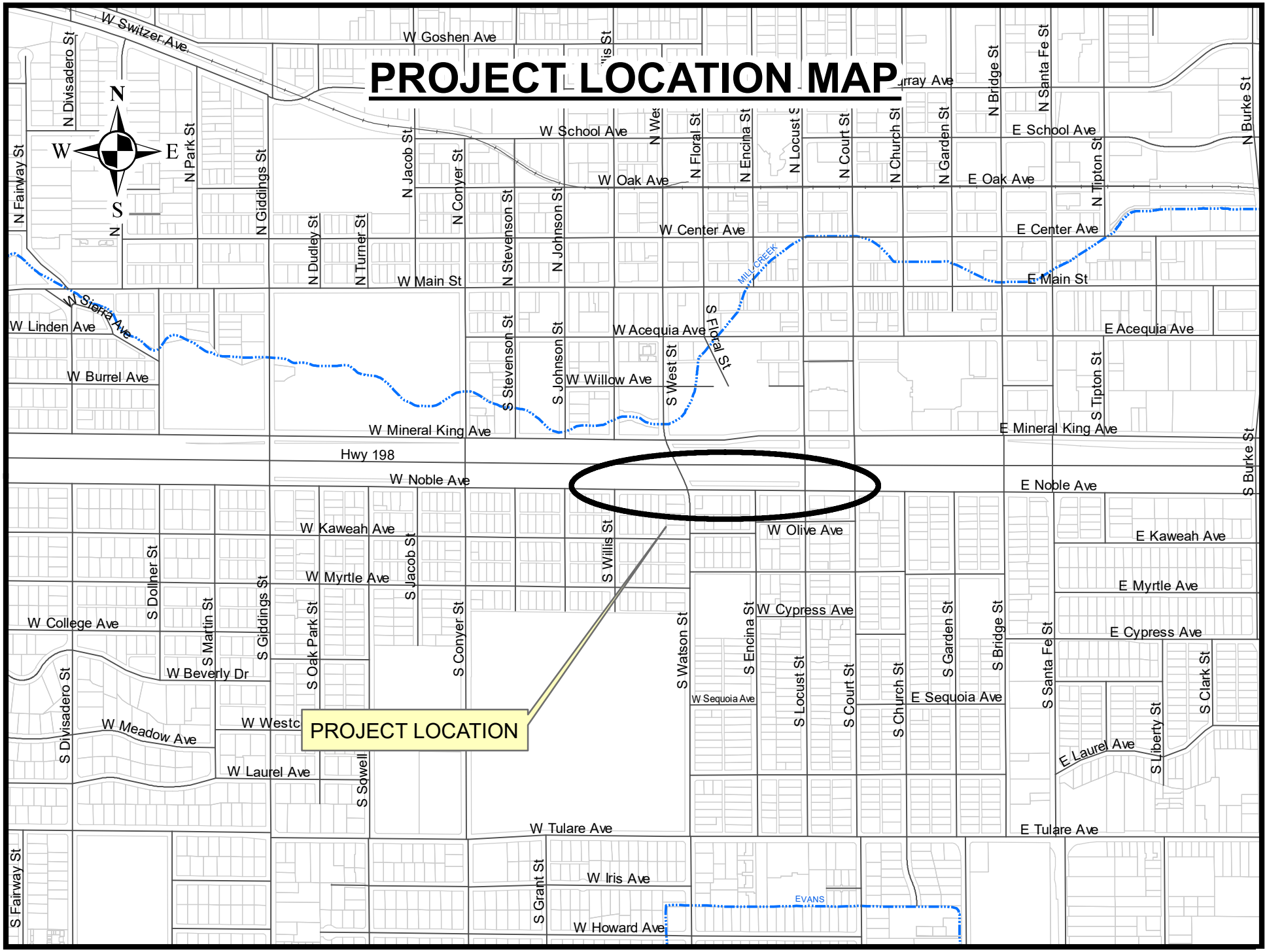
Alternatives:
None.

Recommended Motion (and Alternative Motions if expected):
No motion is required; Council may choose to provide input to Cal Trans regarding the project plan and processing

Environmental Assessment Status:
None.

CEQA Review:
This project is Categorically Exempt under the California Environmental Quality Act (CEQA) and Categorically Excluded under the National Environmental Policy Act (NEPA). The environmental documents were approved on October 15, 2020.

Attachments:
Project Location Map
Presentation by Caltrans Staff


PROJECT LOCATION MAP
PROJECT LOCATION
N
S
E
W
W Switzer Ave
W Goshen Ave
W School Ave
W Oak Ave
W Center Ave
W Main St
W Sierra Ave
W Linden Ave
W Burrel Ave
W Acequia Ave
W Willow Ave
W Mineral King Ave
Hwy 198
W Noble Ave
W Kaweah Ave
W Myrtle Ave
W College Ave
W Beverly Dr
W Meadow Ave
W Laurel Ave
W Tulare Ave
W Iris Ave
W Howard Ave
W Olive Ave
W Cypress Ave
W Sequoia Ave
E School Ave
E Oak Ave
E Center Ave
E Main St
E Acequia Ave
E Mineral King Ave
E Noble Ave
E Kaweah Ave
E Myrtle Ave
E Cypress Ave
E Sequoia Ave
E Laurel Ave
E Tulare Ave
N Divisadero St
N Fairway St
N Park St
N Giddings St
N Dudley St
N Turner St
N Jacob St
N Conyer St
N Stevenson St
N Johnson St
N Floral St
N Encina St
N Locust St
N Court St
N Church St
N Garden St
N Bridge St
N Santa Fe St
N Tipton St
N Burke St
S Dollner St
S Martin St
S Giddings St
S Oak Park St
S Jacob St
S Conyer St
S Willis St
S Stevenson St
S Johnson St
S West St
S Floral St
S Watson St
S Encina St
S Locust St
S Court St
S Church St
S Garden St
S Bridge St
S Santa Fe St
S Tipton St
S Burke St
S Clark St
S Liberty St
S Divisadero St
S Fairway St
S Sowell
S Grant St
MILL CREEK
EVANS

Watson Street Operational Improvement Project

PRESENTATION TO

CITY OF VISALIA CITY COUNCIL

JANUARY 18, 2022

Caltrans Project 06-0W390

Your Project Team

- CITY OF VISALIA:
  - Eric Bons, Senior Civil Engineer
  - Frank Senteno, City Engineer
- CALTRANS:
  - Hussein Senan, Project Manager
  - Eltahir Ataelgeed, Design Project Engineer

Purpose

- Project Background
- Selected Alternative
- Current Status
- Cost and Schedule
- Council Input/Questions

W MINERAL KING AVE
WB SR 198
EB SR 198
WATSON STREET
NOBLE AVE
WILLIS ST

Existing

Watson Street Operational Improvement Project

Cost and Schedule

Estimated Construction Costs
$820,000

Project Milestone	Milestone Completion Date
PS&E Design complete	February 2022
Advertise for Construction	March 2022
Construction to Begin	June 2022
Construction Complete	August 2022

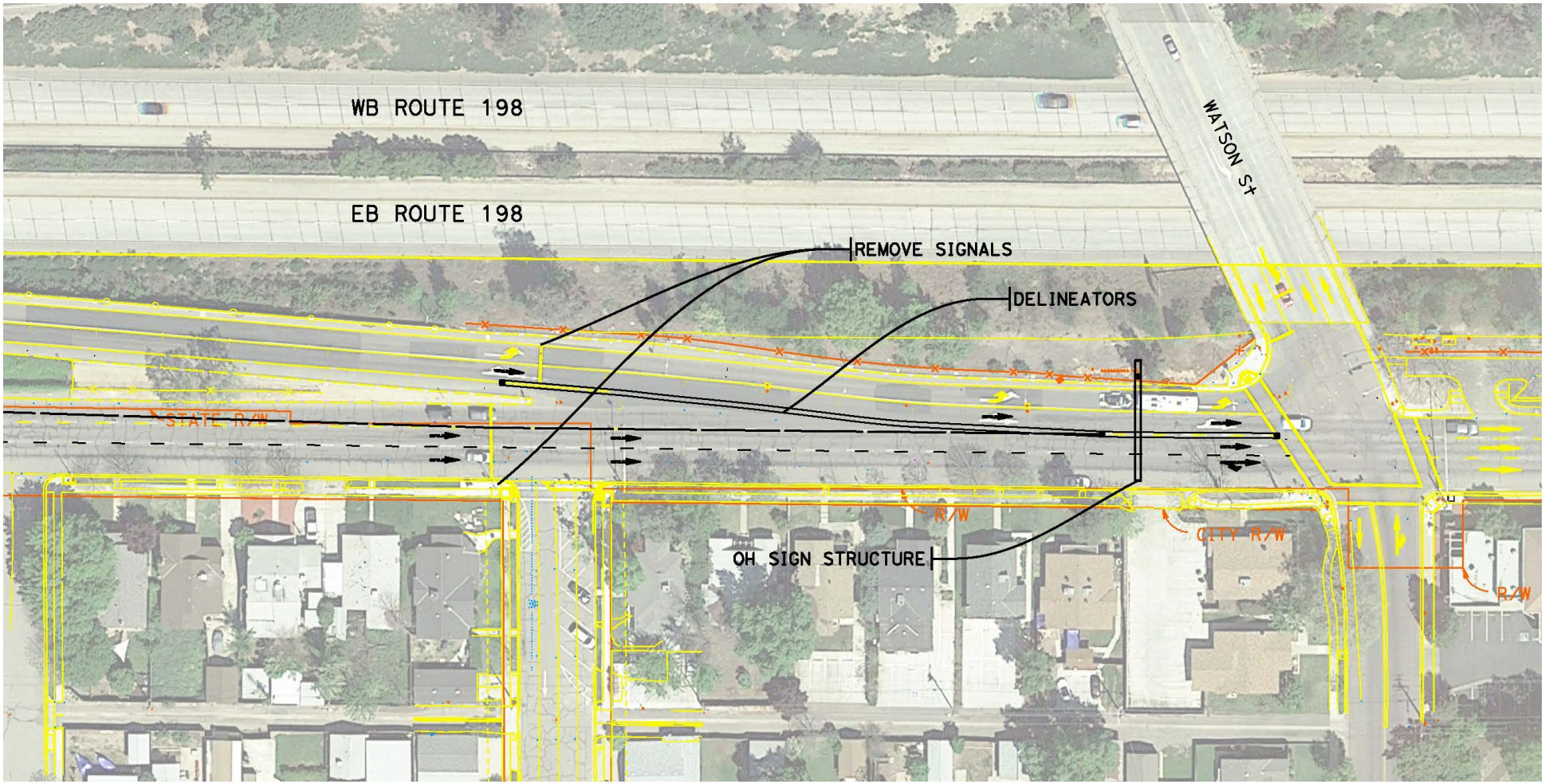
Questions?

Project Location Map

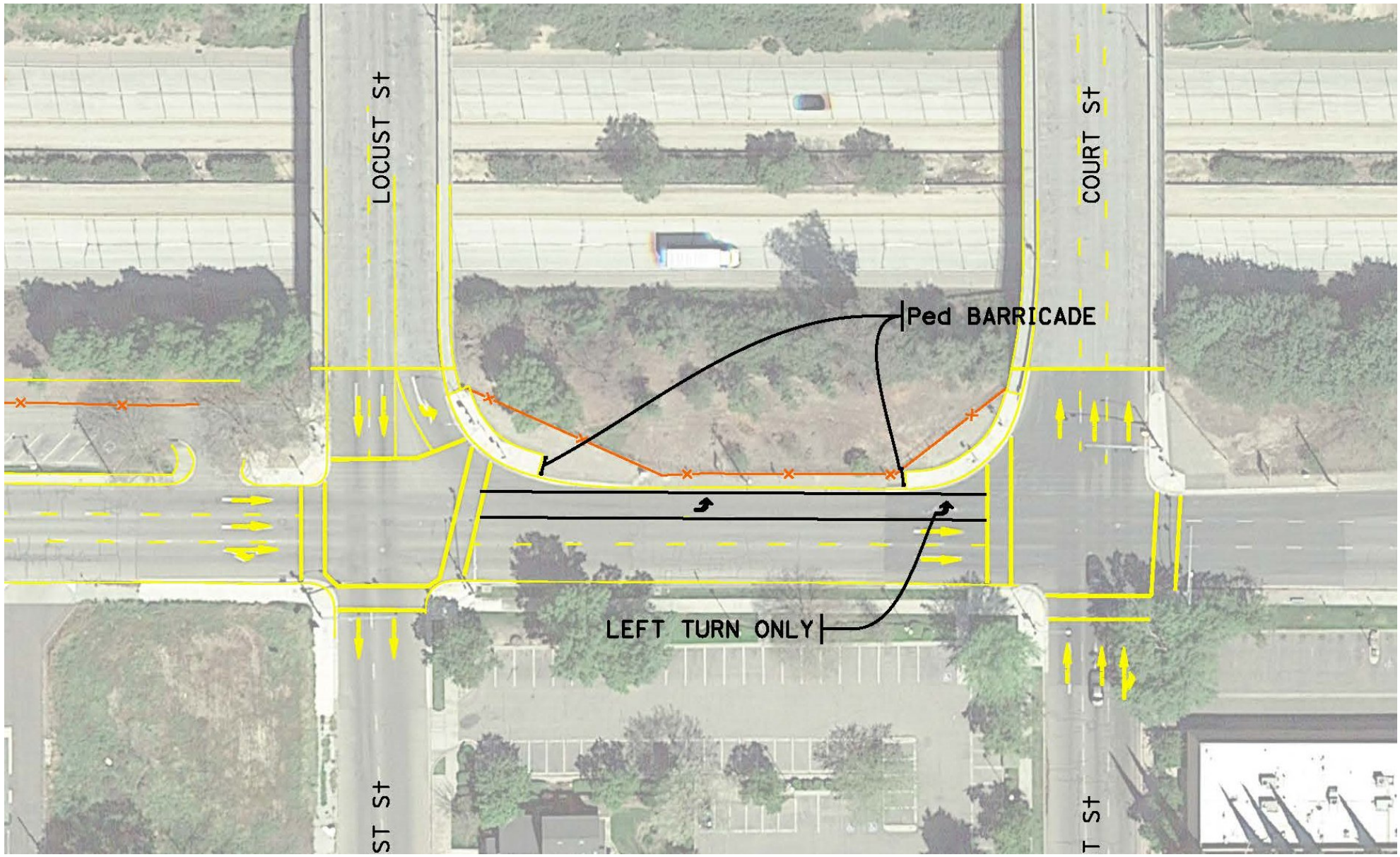
Hwy 198 Mooney-Watson

Project background

- 2012 - Caltrans widens existing Highway-198 east bound off ramp at Watson Street.
- 2017 – Caltrans initiates a Project Conceptual Report to improve the Highway 198 east bound off ramp at Watson Street traffic issues.
- 2018 – Caltrans presents an amended Project Conceptual Report which presented two alternatives.
- 2020 – Caltrans refined the two alternative designs incorporating City comments and presents alternatives to City of Visalia City Council for input and support.

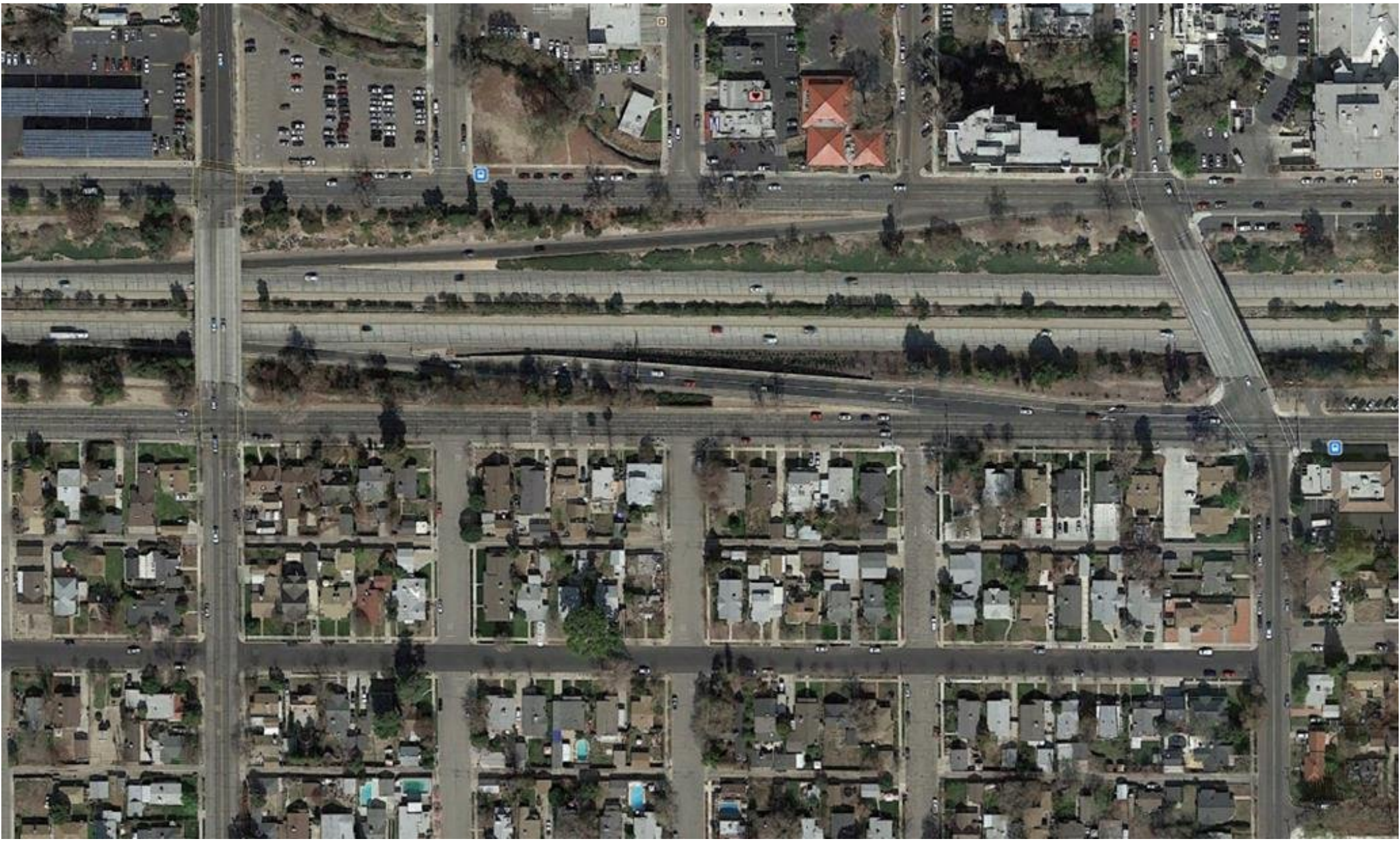

WB ROUTE 198
EB ROUTE 198
WATSON St
REMOVE SIGNALS
DELINEATORS
STATE R/W
R/W
CITY R/W
OH SIGN STRUCTURE
R/W

Phase No. 1



Phase1(cont'd)

East Bound Off-Ramp 2011



East Bound Off-Ramp 2014

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0496 **Agenda Date:** 1/18/2022 **Agenda #:** 1.

Agenda Item Wording:
Authorization to read ordinances by title only.

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0582 **Agenda Date:** 1/18/2022 **Agenda #:** 2.

Agenda Item Wording:
Authorize the City Manager to award RFP #20-21-49 Annual Community Forest Maintenance Contract to West Coast Arborist, Inc. of Fresno, CA in an amount not to exceed $1,000,000 per year to perform tree maintenance services per specifications of RFP #20-21-49.
Deadline for Action: 1/18/2022

Submitting Department: Community Services

Contact Name and Phone Number: Joel Hooyer, Parks and Urban Forestry Supervisor, 713-4295, joel.hooyer@visalia.city <mailto:joel.hooyer@visalia.city> Alvin Dias, Parks and Facilities Manager, 713-4564, alvin.dias@visalia.city <mailto:alvin.dias@visalia.city> Jeremy Rogers, Community Services Director, 713-4340, Jeremy.rogers@visalia.city <mailto:Jeremy.rogers@visalia.city>

Department Recommendation:
That the City Council authorize the City Manager to award an annual contract for tree maintenance services to West Coast Arborist, Inc. of Fresno, CA in the amount of and not to exceed $1,000,000.00 annually, per specifications of RFP #20-21-49.

Background Discussion:
City wide growth, Visalia's planting program of new trees, and the citywide use by multiple departments has increased the tree inventory (community forest) to more than 50,000 trees that are owned and/or maintained by the City. The most significant growth is in the new subdivisions where the maintenance is covered by lighting and landscape maintenance districts. West Coast Arborist Incorporated has been contracted with the City for the last fifteen years to maintain Visalia's community forest, and for each of their contracted five-year terms, West Coast Arborist has never requested any CPI adjustments during their contractual periods, therefore the contract pricing remained the same each year, only seeing an increase each time a Request for Proposals was solicited. Their contract ended August 18, 2021, and in accordance with the City's Purchasing Policy, the contract was re-bid after the fifth year.

On July 27, 2021, proposals were solicited and on August 10, 2021, and August 12, 2021, two mandatory pre-bid meetings were held in the City Hall West Conference Room. Seven (7) tree maintenance companies attended these meetings, Avila's Tree Service, Rising Green, Inc., West Coast Arborists, Visalia Tree Service, General Tree, JC's Lawn Service, and Rancho Tree Service. On August 31, 2021, West Coast Arborist Incorporated was the only contractor to submit a proposal.

The Request for Proposals (RFP) had many different job task costs that were requested in the proposed fee structure with only a hand full that are used on a regular basis. Several of the tasks are not used or expected to be used during the contract term but were added if the need arose and there was adequate funding staff would have contracted costs to perform the work. The tasks that are used on a regular basis and have increased from the previous contract are crew rental and tree removal. Much of the work done for the City is based on the hourly rate for crew rental with West Coast Arborist, Inc. Crew rental includes either a three (3) person, two (2) person, or one (1) person crew and equipment. Staff has found it to be more cost effective to

use the crew rental, as opposed to pruning based on individual tree D.B.H. (Diameter at Breast Height). Other areas that crew rental is used is the removal of playground shade tarps for repair, and a one (1) person crew rental for the hand watering of approximately 900 trees in the Downtown area. These cost increases are associated with prevailing wage increases, fuel costs and consumer price index. (Please see attachment with frequency of use for each area in the proposed fee structure)

Bid Analysis

Before the proposals were opened, staff developed evaluation criteria for the submitted proposals. Because this is a service contract, State law does not require the City to award a contract solely on low bid. The criteria were developed to ensure that the bidder that is selected by the City is the "best value" for the community. Staff identified eight categories by which the proposals would be evaluated. The categories along with assigned value for each are:

Criteria	Maximum Value	West Coast Arborist
1. Quality and Completeness of proposal	10 pts.	10 pts.
2. Corporate Capability	20 pts.	20 pts.
3. Reference Evaluation	20 pts.	20 pts.
4. Customer Service Evaluation	5 pts.	5 pts.
5. Information Management	15 pts.	15 pts.
6. Pruning Program	10 pts.	10 pts.
7. Community Forest Study	5 pts.	5 pts.
8. Fee Schedules	10 pts.	10 pts.
9. Local Vendor	5 pts.	0 pts.
	100 pts.	95 pts.

1. **Quality and Completeness of proposal:** (a) - Relevance & Conciseness of Bid Proposal and Statement of Qualifications. (b) - Work Statement and Quality Control Plan.
2. **Corporate Capability:** (a) - Qualifications and experience of staff. (b) - Quantity and types of equipment. (c) - The ability of the firm to provide the proper insurance coverage. (d) - Financial ability of the firm to provide services to the City of Visalia. (e) - Experience in the management of electronic tree inventory databases. (f) - Internal training program for employees. (g) - Green waste recycling capabilities and the firm' plan to recycle generated green waste from tree maintenance activities.

3. **Reference Evaluation:** (a) - Customer Service Record. (b) Performance record of the firm relating to the Project Schedule of similar scale. (c) - Quantity and Quality of work previously performed. (d) - References.

4. **Customer Service Evaluation:** (a) - The firm's customer service program and response to Citizen Complaints.

5. **Information Management:** (a) - Inventory software provided to the City. (b) - Technical support for software and data management. (c) - Quantity and types of inventory equipment. (d) - The ability to provide accurate inventory updates, for all trees serviced, compatible with the City's tree inventory

database. (e) - Geographic Information System (GIS) capabilities.

6. **Pruning Program:** (a) - Ability to recommend and meet Project Schedules. (b) - Pruning ability.
7. **Community Forest Study:** (a) - An evaluation of the firm's ability to conduct a comprehensive study of the current condition of Visalia's Community Forest.
8. **Fee Schedule:** (a) - An evaluation of the firm's Fee Schedule.
9. **Local Vendor Preference:** (a) - Proposals submitted by Businesses with a business address in Tulare Count, CA will receive 5 percentage points.

Request for Proposals (RFP):

On July 27, 2021, proposals were solicited by advertising in the Visalia Times delta and by mailing RFP notices to several contractors. In addition, the RFP was posted on Bid-Net.

On August 10, 2021, and August 12, 2021, two mandatory pre-bid meetings were held in the City Hall West Conference Room. Contractors that did not attend at least one of these meetings were ineligible to submit proposals for this contract. A total of seven tree maintenance companies attended these meetings, Avila's Tree Service, Rising Green, Inc., West Coast Arborists, Visalia Tree Service, General Tree, JC's Lawn Service, and Rancho Tree Service.

During the pre-bid meetings, staff reviewed the bid specifications, the Community Forest Maintenance Program, tree inventory, Arborist requirements, the mandatory requirements imposed by the State of California Department of Industrial Relations, evaluation criteria, and answered questions.

Request of Proposals, Response:

On August 31, 2021, West Coast Arborist Incorporated was the only contractor to submit a proposal. Their proposal was reviewed, and the current bid pricing reflected increases due to prevailing wage and consumer price index.

After careful review and evaluation, we recommend that the contract be awarded to West Coast Arborist Incorporated. The contractual agreement is for a one-year period but can be extended annually thereafter for four (4) one-year periods with the consent of the Contractor provided satisfactory performance is provided by West Coast Arborist Incorporated.

West Coast Arborist Incorporated, an Anaheim based tree service, with a regional office in Fresno are experienced in pruning, tree inventory, GIS capabilities, safety training and safety documentation of their personnel. They provide Certified Arborists as project managers and require that all tree trimming staff be certified tree workers. They specialize in municipal right of way tree maintenance and the employees of West Coast Arborist fulfilling this contract all live in the Tulare County area.

While West Coast Arborist Incorporated provides a broad spectrum of tree related services, the City will be using the company primarily for tree trimming services and maintaining our citywide Urban Forest. With staff ideally maintaining Parks, Trails, and L&L Districts on a 4 to 5 year pruning cycle, or as funding allows, while other areas are pruned on as needed basis.

Fiscal Impact:

The fiscal impact for RFP #20-21-49 Annual Contract for Community Forest Maintenance will be allocated to

several City Departments that use the services of the forest maintenance contract. With each Department using their approved operational budgeted amount in each division's tree maintenance budget line. The budget funding sources for the Community Forest Maintenance Contract are mainly, but not limited to 001 General Fund (Parks, Streets, and Trails), 1412 Measure N, 2530 Waterways Riparian, 4881 Storm and Sewer Maintenance, and 2731 Landscape and Lighting Districts. (Please see attachment with previous fiscal year expenditures by division.)

Prior Council Action: None

Other: N/A

Alternatives: Do not award contract and re-bid.

Recommended Motion (and Alternative Motions if expected):
Move to authorize the award of an Annual Contract for annual tree maintenance, to West Coast Arborist, Inc. of Fresno, CA not to exceed $1,000,000.00 annually per specifications of RFP #20-21-49.

Environmental Assessment Status: N/A

Attachments: RFP #20-21-49, Previous Fiscal Costs Citywide, West Coast Arborist Proposal, Frequency of use

CITY OF VISALIA
REQUEST FOR PROPOSAL
RFP #20-21-49

Request for Proposal (RFP) for
Annual Contract for Community Forest Maintenance

Proposer Conference: Two mandatory conferences will be held at City Hall, 707 West Acequia, Visalia, CA, in the City's Council Chambers. Conferences have been scheduled as follows:

August 10, 2021 @ 10:00 a.m. and
August 12, 2021 @ 2:00 p.m.

Attendance at one of these meetings is required in order to submit a proposal in response to this RFP. This is an opportunity to ask questions regarding the program and the Request for Proposal requirements.

Submittal: One (1) unbound original and four (4) copies must be received on or before**: 2:00 p.m. on August 31, 2021.**

Addressed to: Purchasing Division
707 W. Acequia
Visalia, CA 93291

Addressed from: Proposer's Name & Mailing Address

Mark envelope: RFP No. 20-21-49
Community Forest Maintenance

Inquiries: Please direct questions for clarification of this bid document to the Purchasing Division by phone at (559) 713-4334, Fax (559) 713-4802, or email purchasing@visalia.city. All questions must be received on or before **August 20, 2021.**

PUBLIC WORKS PROJECT: Notice is hereby given that this is a Public Works Project. In compliance with SB854 and Labor Code Section 1725.5, all contractors and subcontractors ***(including Consultants and Sub-Consultants)*** bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations (DIR) and furnish electronic payroll records to the Labor Commissioner.

CITY OF VISALIA, CALIFORNIA
REQUEST FOR PROPOSAL
RFP 20-21-49

SEALED PROPOSALS will be received by the Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until 2:00 P.M., August 31, 2021 for:

Annual Contract for Community Forest Maintenance

Mandatory proposal conferences will be held on Tuesday, August 10, 2021 @ 10:00 a.m. and Thursday, August 12, 2021 @ 2:00 p.m. Both conferences will be held at City Hall, located at 707 West Acequia, Visalia, California 93291, in the City Council Chambers. **Attendance at one of these meetings is required in order to submit a proposal in response to this RFP.**

Contract documents may be obtained by contacting the office of the Purchasing Division at (559) 713-4334, by FAX (559) 713-4802 or visiting the website at visaliapurchasing.org.

Notice is hereby given that this is a Public Works Project. In compliance with SB854 and Labor Code Section 1725.5, all contractors and subcontractors ***(including Consultants and Sub-Consultants)*** bidding and performing work on Public Works Projects must:

1. Be currently registered with the California Department of Industrial Relations (DIR)
2. Furnish electronic payroll records for new projects to the Labor Commissioner.

Consultant will be required to furnish the City of Visalia with their DIR registration number. No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids submitted by unregistered contractors or list unregistered subcontractors will be rejected as non-responsive.

Consultant must comply with State and Federal Regulations that apply to this contract, including Prevailing Wage requirements as applicable. Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations. The standard that results in greater wages and benefits shall prevail.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates: July 27, 2021
August 3, 2021

TABLE OF CONTENTS

TITLE **PAGES**

I. Definitions **4**
II. Introduction **4**
A. Information 4
B. Purpose and Objective 4
C. RFP/Agreement Schedule 5
III. Scope of Services **5**
A. Required Product 5
B. Services of the Consultant 5
C. Consultant Responsibilities 5
D. City Responsibilities 12
IV. Proposal Content and Format Requirements **12**
A. General Information 12
B. Proposal Project Approach 12
C. Staff Qualifications and Related Experience 12
D. Proposed Fee Structure and Schedules 14
E. Conflict of Interest 15
V. Consultant Selection Procedure **15**
A. Criteria 16
B. Background Check 17
C. Award of Contract 17
VI. Examination of Contract Requirements & Acceptance of Proposal Content **17**
A. Withdrawal of Proposals 18
B. Rejection of Proposals 18
C. Evaluation/Award of Contract 18
VII. Measurement & Payment **19**
A. Billing & Payments 19
B. City's Right to Withhold Certain Amounts 19
C. Contract Price Adjustments 19
VIII. General Conditions **19**
A. Important Notice 19
B. DIR Requirements, Public Works Contractor Registration Program & Project Labor Agreements 20
C. City of Visalia Labor Compliance Manual 20
D. Legal Responsibilities 20
E. Permits and Licenses 20
F. Bonds 21
G. Insurance 21
H. Assignment of Contract 22
I. Documents/Data 22
J. Termination of Contract 23
K. Right To Require Performance 24
L. Ethics in Public Contracting 24
M. Independent Contractor 24
N. Equal Employment Opportunity 24
O. Venue 25
P. Proprietary Information 25
Q. Incurring Costs 25
R. Firearms Prohibited 25

Non-Collusion Affidavit
Workers Compensation Insurance Certificate
Equal Employment Opportunity Compliance Certificate
Bidder's Statement on Previous Contracts Subject to EEO Clause
Ownership Disclosure
Americans With Disabilities Act Compliance Certificate
Drug-Free Workplace Certificate
Sample Contract
Attachment #1: Prevailing Wages
Attachment #2: Labor Compliance Manual

I. DEFINITIONS

For the purposes of this RFP NO. 20-21-49, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. 20-21-49.

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals from qualified contractors holding C-27 and C-61/D-49 contractor's licenses to provide all labor, tools, materials and supplies for annual services for maintenance, removal and replacement of trees as needed.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods.

To encourage local vendor participation, five (5) points will be given to proposals submitted by local vendors. A local vendor is any business whose physical business address has been located in Tulare County for the past six months. A P.O. Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

Mandatory proposal conferences will be held on Tuesday, August 10, 2021 at 10:00 a.m. and Thursday, August 12, 2021 @ 2:00 p.m. Both conferences will be held at City Hall, located at 707 W. Acequia, Visalia, CA 93291, in the Council Chambers. Attendance at **one** of these meetings is required in order to submit a proposal in response to this RFP. This is an opportunity for Proposers to ask questions about the program and the Request for Proposal requirements.

One (1) unbound original and four (4) copies of the proposal are to be submitted to the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, on or before **August 31, 2021 at 2:00 p.m.**

This Request for Proposals is being issued by the City of Visalia Purchasing Department on behalf of the Parks and Urban Forestry Division. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division at (559) 713-4334 or fax (559) 713-4802. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.city.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposals.

B. Purpose, Objective and Services to be Provided

Visalia is located east of State Highway 99 and along State Highway 198. The City's population is approximately 139,000. Its incorporated area covers approximately 36 square miles. The purpose of this maintenance contract is to provide the City of Visalia with the best possible tree care to maintain the City's Community Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firm will work closely with the Project Manager and other City staff to insure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City of Visalia, it's residents and visitors.

C. RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	July 27, 2021
Proposer Conference at 707 W. Acequia Ave. @ 10:00 a.m.	August 10, 2021
Proposer Conference at 707 W. Acequia Ave. @ 2:00 p.m.	August 12, 2021
Deadline for Written Questions	August 20, 2021
RFP due at 2:00 pm at 707 W Acequia	August 31, 2021
Short list established and vendors notified	*September 10, 2021*
Interviews/Presentations with short-listed vendors (if required)	*September 17, 2021*
Award of Contract @ City Council Meeting	*September 20, 2021*
Contract Begins	October 1, 2021

Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.

III. SCOPE OF SERVICES

A. Required Product

A healthy Community Forest maintained to City standards per the Scope of Work as noted in this RFP.

B. Services of the Consultant

The City of Visalia will require the consultant to perform the tasks detailed below and in the Introductory Section so that the contract will be completed by the end of the twelve (12) month contract period.

C. Consultant Responsibilities

The proposal submitted in response to this RFP shall include a detailed scope of work and schedule consistent with the purpose and objective of the project identified in the Introduction Section and as follows.

1. It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. It is the responsibility of the Contractor to provide storage for all materials, tools, equipment and vehicles. Contractor shall be required to perform the following tree maintenance activities at various sites throughout the City:

    a. Update Tree Inventory
    b. Tree trimming
    c. Tree removal
    d. Tree planting
    e. Clean up and disposal and/or recycling of generated green waste
    f. Root pruning and root barrier installation
    g. Milling of lumber from removed trees when directed
    h. Tree inventory update and management
    i. Software installation (if directed) – specifics on # users, type, etc.
    j. Small tree care
    k. Arborist Tree Evaluation Report
    l. Project Manager Meetings
    m. Traffic Control Plans
    n. Equipment Rental
    o. Tree Watering

2. Project Initialization
    Upon contract award, the successful bidder shall be required to provide a complete update of the City's tree inventory. The tree inventory data shall confirm the existing tree inventory database and include but not be limited to the following data fields:

a. Species.
b. Size, including DBH, canopy height and canopy spread.
c. Condition.
d. No Parking dates and times (where applicable).
e. Presence of overhead power lines.

3. Annual Pruning Program

Contractor shall submit a recommended annual pruning program. Bid proposal shall provide suggested time schedules, personnel and vehicles that would be required to complete the annual pruning schedules. Depending on the City's current and future pruning needs the recommended pruning schedule may require multiple crews to perform concurrently within the same time constraints.

4. Community Forest Study

The study will provide information on the overall health of the Community Forest and focus on the following areas of concern.

a. The impact of the City's root pruning and hardscape repair program has had on existing street trees.
b. The long-range impact that poor or improper pruning practices, which has been conducted in previous years, and its effect on city trees in today's environment.
c. An evaluation of the City's mature and over-mature trees and the projected impact of removals and replacements that may be necessary in the next 10 years.
d. Projected requirements for the release of beneficial insects.
e. A hazard evaluation study of all park trees.

5. Special Provisions

a. Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Visalia is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.

b. All tree trimming shall comply with good arboreal practice for the particular species of trees being trimmed and shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018. The Project Manager shall determine if the Contractor has met all trimming requirements and payment shall not be made for trimming that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the aforementioned standards.

c. Prior to beginning the work, the Contractor shall review with the Project Manager various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree trimming shall include but not be limited to accepted pruning activities.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the Project Manager for determination.

d. The use of lopping shears shall be specifically approved by the Project Manager.

e. Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 5:00 PM.

f. Limbs one inch (1”) in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1’) to two feet (2’) from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one inch (1”) to three inches (3”) further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 ½”) or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the Project Manager. All debris resulting from tree trimming operations shall be removed from the work site on a daily basis.

g. Removal of all vines entwined in the tree or around its trunk, and the removal of sucker growth on tree trunks.

h. Tool Sanitation - On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

6. General Trimming and Shaping of Conifers
Two basic classes of conifers can be found in Visalia, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, no more than thirty percent (30%) of the live foliage may be removed.

a. Contractor shall avoid damaging the central leader on all conifers. In specific cases the Project Manager may direct the contractor to remove the central leader in an effort to limit the height of specific trees.

b. At the time of pruning, the Project Manager shall determine which trees shall have the new growth pinched back in an effort to control canopy size.

c. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.

d. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

7. General Trimming and Shaping of Broadleaf Trees
Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the Project Manager and in accordance with the following:

a. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) but no more than fifty percent (50%).

b. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

c. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

d. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

8. Trimming for Traffic Clearances

a. The minimum clearance under trees within the street right-of-way shall be sixteen feet (16') over the traveled road, and ten feet (10') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

9. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, pruning, and re-staking when necessary. The maintenance of small trees shall begin as soon as each individual tree has been planted.

10. Tree Removals

a. During the course of trimming activities for a specified street, contractor shall notify the Project Manager of any trees which may be dead, hazardous or in need of removal for any reason. The Project Manager shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

b. All wood from removed trees is the property of the City and shall be disposed of at the direction of the Project Manager. No wood shall be left along public right-of-way unless approved by the Project Manager. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

c. Contractor shall be required to call Underground Service Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of 1½ feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

d. Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal. All stumps are to be ground within 48 hours of tree removal. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2) inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

11. Pest Control

Contractor shall take precautions and necessary actions to alleviate any pest damage to trees in the Community Forest with prior approval of Project Manager.

12. Crew Rental Services

Contractor shall provide when specifically requested a standard crew of 3 persons, one (1) chipper truck, one (1) chipper, one aerial tower truck and all necessary saws and hand tools. Crew make up should also be capable of modification in order to perform miscellaneous tree care tasks. The Project Manager shall provide a description of the work and recommended tools required to complete the assignment in an efficient and timely manner.

13. Emergency Response Service

a. The contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The contractor will be informed of locations and work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

b. Contractor shall be required to provide 24-hour emergency phone numbers and the names of at least five (5) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within 2 working days.

c. Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the contractor shall be required to notify the responsible utility company.

e. Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools, equipment, disposal fees and necessary materials.

f. Evening, weekends and holiday call-out service.

14. Traffic Control

a. Contractor shall be required to supply the necessary equipment to provide adequate traffic control measures during tree trimming operations. This shall include but not be limited to high visibility arrow boards where appropriate. City Engineering Traffic Control must approve all traffic control measures prior to implementation. Should an Encroachment Permit be required, it will be the responsibility of the Contractor to obtain.

b. Tree trimming operations may be conducted on one side of the street at a time and at no time may streets be closed. During all tree trimming operations adequate provisions shall be made by the contractor to accommodate normal traffic flow over public streets. Means of ingress and egress shall be provided for occupants of adjacent property with convenient access to driveways, buildings, businesses or private residences. Pedestrian traffic shall be accommodated on adjacent sidewalks.

c. Contractor shall be required to provide and maintain barriers, guards, and lights whenever and wherever necessary in order to effectively protect the public from the dangers associated with the tree trimming operations. Contractor shall be required to post proper notices and signals for the public regarding detours and the conditions of work currently in progress.

15. Public Noticing of Tree Trimming Operations

a. Contractor shall be required to notify residents and/or businesses of scheduled tree trimming operations at least seven calendar days prior to the work being performed. Notifications shall be made in the form of door hangers, or letters mailed through the US Postal system.

b. City approved “No Parking” signs shall be posted on individual trees scheduled for trimming 24 hours prior to the work being performed.

16. Disposal of Debris

a. Green waste that is transported to an off-site facility for grinding into mulch shall be documented and submitted to the Project Manager on a monthly basis. Weight slips shall be required as proof of disposal and shall be included in the monthly Green Waste Report.

b. Wood chips generated from trimming operations within the City of Visalia may be dumped and spread at a City designated site, or as otherwise directed by the Program Manager.

c. At the direction of the Project Manager, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City.

d. At the direction of the Project Manager, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

17. Invoice

Contractor shall be required to submit invoices on a twice monthly basis. Invoice format shall include but not be limited to a list of each street that trimming operations took place, the address of each individual tree trimmed, the species and its current condition, height, trunk diameter and canopy spread of each individual tree that was trimmed. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

18. Inspections

a. The Project Manager shall be furnished with every reasonable facility for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each week, the Contractor shall be required to submit a complete working schedule of all tree maintenance operations including but not limited to trimming, planting, removals, stump grinding and watering.

b. Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this document. Contractor will correct any deficiencies found, even if found after the initial inspection.

c. Any work found to be unacceptable will be noted in writing. Upon receipt of notice of deficiencies, the Contractor shall make a reasonable good faith effort to correct the deficiencies within ten (10) calendar days. If unacceptable conditions are not corrected within this time period, the City shall have the right to take corrective measures including payment deduction and up to termination of the contract.

19. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed, or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make proper payments to subcontractors or for materials or labor,
4. A reasonable doubt that the contract can be completed for the balance unpaid.

20. Minor Modifications and/or Additional Work

a. The City may modify these specifications with the joint approval of the Contractor and the City of Visalia Purchasing Division. All modifications shall be in writing.

b. In the event that the City of Visalia should require additional work outside the terms of the contract specifications or not priced in the contract, the Contractor shall perform all work at a competitive price.

c. Additional work covered by the contract specifications and pricing may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

21. Clarification of Specifications

a. If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall direct questions or concerns to the Visalia Purchasing Division, 707 W. Acequia Avenue, Visalia, CA 93291, email to purchasing@visalia.city or by fax at 559-713-4802 for corrections, clarification, or interpretation of the points in question. Questions must be submitted by August 20, 2021.

b. In the event that the City of Visalia Purchasing Division receives a request, and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will issued. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum. It is the responsibility of the Proposer to ensure they have received all Addenda.

22. Bond Requirements

Ensure Performance Bond at 100% is included in the proposed Contract.

23. Arborist Tree evaluation and report

Follow ISA evaluation standards

1. Resistograph testing when necessary
2. Root Crown excavation when necessary

24. Project Manager Meetings

a. Meet bi-weekly to review and receive invoices.
b. Review and inspect.
    1. Inspect completed work.
    2. Inspect upcoming work.

25. Traffic control plans

a. Encroachment permit required.
b. Traffic Control plan required on major arterials to be filed and approved by City of Visalia Traffic Engineering.

26. Equipment Rental

When requested by City of Visalia Project Manager:

1. Crane
2. 95-foot aerial tower
3. Loader

27. Tree Watering

Contractor will be responsible for obtaining a water meter from Cal Water at Contractor's expense.

1. Watering Downtown trees not on irrigation
2. Done before hours of 7:00 am
3. Berm repair for watering holding capacity.
4. Report dead or dying trees.
5. Re-staking trees as needed.
6. Weeding of tree basins
7. Basil sucker removals.

28. Tree Planting

Plant in accordance with ISA Standards, ANSI a300 Standards and City of Visalia Standards and specifications.

29. Software

a. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.
b. A statement describing the firm's ability to provide data for the City's Geographic Information System (GIS). Data shall be compatible with the City's current tree inventory database.

c. A written description of the firm's plan to report green waste generated and the method for its disposal.
d. A written description of the firm's internal tree maintenance and arboricultural training program.

The City reserves the right to accept or reject any of the individual components of the work proposed.

D. City Responsibilities

- Compensate the consultant as provided in the contract agreement.
- Provide a "City Representative" who will represent the City and who will work with the consultant in carrying out the provisions of the RFP.
- Examine documents submitted to the City by the Consultant and timely render decisions pertaining thereto.
- Give reasonably prompt consideration 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.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Firm name, address, telephone number, fax number and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, fax number and email address if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
  a. Small Business.
  b. Disadvantaged Business.
  c. Minority and/or Women-Owned Business.
- Provide your Federal Tax ID Number and City of Visalia Business Tax Certificate Number.
- Names of company's owners / officers.
- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- References and Referrals
- Provide surety information for all sureties – General and Auto Liability, E/O and Worker's Compensation

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract.
Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

Firms wishing to have their bid proposals considered for this project shall submit the following, as a minimum:

1. A statement of firm's qualifications applicable to this project, including the following:

    a. State of California Contractor's License number and expiration date, C-27 & C61/D-49.
    b. Names, qualifications and proposed duties of staff to be assigned to this project. The firm shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of the project as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborists, capable of communicating with any City representative and be authorized to act on behalf of the firm.
    c. List of staff qualifications including but not limited to:

        1) All Certified Arborists employed by the firm.
        2) All Certified Tree workers employed by the firm.

    d. All Certified Utility Arborists employed by the firm.
    e. All Utility Line Clearance Specialists employed by the firm.
    f. California State Licensed Pest Control Advisor employed by the firm.
    g. California State Licensed Pest Control Applicator employed by the firm.
    h. American Society of Consulting Arborists (ASCA) Registered Consulting Arborist employed by the firm to consult on tree health issues.
    i. Technicians providing technical support for inventory software.
2. Technical ability and experience similar in scope to this project.
3. Statement of past project disqualification(s) and litigation.
4. Quality Control Plan.
5. Customer Service Program.
6. Safety Training Program.
7. Industrial Safety Record.
8. Letters of Reference.
    a. A description of previous experience, including projects of similar nature.
    b. A detailed description of the proposed services to be performed along with schedules, list of personnel, and vehicles that would be required to complete this project.
    c. Affirmative statement of compliance with indemnity and insurance.
    d. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.
    e. A statement describing the firm's ability to provide data for the City's Geographic Information System (GIS). Data shall be compatible with the City's current tree inventory database.
    f. A written description of the firm's plan to report green waste generated and the method for its disposal.
    g. A written description of the firm's internal tree maintenance and arboricultural training program.
    h. A complete list of machinery and equipment, including year, serial number and license number, to be used for this project and all available equipment in reserve to allow for breakdowns.
    i. A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the City).
    j. The firm must submit a proposed Quality and Cost Control Plan to enhance the service and responsiveness to the City. It should include the following:

        - The methodology in which the firm will handle complaints from the public and damage to public & private property.
        - Effective means to correct problems.
        - The means the firm will use for completing the project.
        - Corporate and Financial Capability
        - A written statement describing the firm's ability to acquire and purchase trees for the City's planting program. Also describe the facility, which the trees are to be stored.

D. Proposed Fee Structure

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

SCHEDULE OF COMPENSATION

DESCRIPTION	UNIT	UNIT PRICE
Annual Tree Trimming on District/Zone basis	per tree	$
SERVICE REQUESTS – Work performed on an individual basis		
FULL TRIM		
0-6” dbh	per tree	$
7-16” dbh	per tree	$
17-24” dbh	per tree	$
25-36” dbh	per tree	$
37” dbh & over	per tree	$
TREE REMOVAL		
Tree and stump removal	per diameter inch	$
Tree removals over 36” dbh	per diameter inch	$
Stump only removal	per inch	$
PLANTING		
15-gallon tree	per tree	$
24-inch box tree	per tree	$
36-inch box tree	per tree	$
48-inch box tree	per tree	$
TREE WATER MONITORING	per tree	$
CREW RENTAL		
3-man crew with equipment	per hour	$
2-man crew with equipment	per hour	$
1-man crew with equipment	per hour	$
EMERGENCY RESPONSE		
1-man crew with equipment	per hour	$
TREE INVENTORY AND SOFTWARE PACKAGE	per tree site	$
GPS INVENTORY (40,000 trees)	Total	$
TREE INVENTORY UPDATES	per tree site	$
TREE MASTER PLAN	Lump Sum	$
ARBORIST TREE EVALUATION REPORT	per tree site	$
MEETING WITH PROJECT MANAGER	per hour	$
PREPARING TRAFFIC CONTROL PLAN	per plan	$
EQUIPMENT RENTAL	per hour	$

ADDITIONAL SERVICES

DESCRIPTION	UNIT	UNIT PRICE
PALM TREE TIRMMING (Service Request)		
Coco palm, any size	per tree	$
Washingtonia palm, any size	per tree	$
Canary Island Date Palm, any size	per tree	$
ROOT PRUNING	linear foot	$
ROOT BARRIER INSTALLATION	linear foot	$

CONTRACTOR agrees to allow any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) to have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

The CITY, at its option and with CONTRACTOR concurrence, may renew this contract for additional five-year periods, in one-year increments, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior five-year contract term, assuming all of the annual renewal options were awarded.

- Proposers should review the requirements of this RFP and address all services that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., unit or hourly costs.
- This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule as the City will not include compensation in the contract for items not addressed.
- Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.
- The fee proposal submitted under separate, sealed cover, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Vendors in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.* The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of three or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and the Administrative Services Department, and may include a representative knowledgeable in green waste services from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a contractor based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a contractor to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms. Additionally, 5 percentage points (Local Preference Points) will be given to any Proposer who has an established business address in the County of Tulare as outlined in Section II Introduction Item A.

Criteria	As Demonstrated By	Weight of Criteria
Quality & Completeness of Proposal	-Relevance & Conciseness of Bid Proposal and Statement of Qualifications -Work Statement and Quality Control Plan	10 pts.
Corporate Capability	-Qualifications and experience of staff -Quantity and types of equipment -The ability of the firm to provide the proper insurance coverage -Financial ability of the firm to provide services to the City of Visalia -Experience in the management of electronic tree inventory databases -Internal training program for employees -Green waste recycling capabilities and the firm's plan to recycle generated green waste from tree maintenance activities.	20 pts.
Reference Evaluation	-Customer Service Record -Performance record of the firm relating to the Project Schedule of similar scale -Quantity and Quality of work previously performed -References	20 pts.
Customer Service Evaluation	-The firm's customer service program and response to Citizen complaints.	5 pts.
Information Management	-Inventory software provided to the City -Technical support for software and data management -Quantity and types of inventory equipment -The ability to provide accurate inventory updates, for all trees serviced, compatible with the City's tree inventory database -Geographic Information System (GIS) capabilities	15 pts.
Pruning Program	-Ability to recommend and meet Project Schedules -Pruning ability	10 pts.
Community Forest Study	-An evaluation of the firm's ability to conduct a comprehensive study of the current condition of Visalia's Community Forest.	5 pts.
Fee Schedule	-An evaluation of the firm's Fee Schedule	10 pts.

Criteria (*Cont'd)*	As Demonstrated By	Weight of Criteria
Local Vendor Preference	-Proposals submitted by Businesses with a business address in Tulare County, CA will receive 5 percentage points.	5 pts.

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposers must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. Rejection of Proposals

The City of Visalia reserves the right to reject any or all proposals; to waive any requirements, both the City's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer's past performance and the City's assurance that each proposer will provide service as proposal, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or; the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's proposal submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made solely in the exercise of the City's sound discretion. The City expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses or other moneys due to the City of Visalia.

C. Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. The City reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

The award, if made, will be made within ninety (90) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

2. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.

3. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor**,** anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

4. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

VII. MEASUREMENT AND PAYMENT

A. Billing and Payments

Vendor is fully responsible for assuring that all services arising from the agreement are billed the correct and applicable contract rate. The vendor is required to establish and maintain a process to monitor its billing practices and will refund all over-charges that may occur.

In connection with any cash discount offered, time will be computed from the date of complete delivery of the service as specified, or from the date correct invoices are received, if that date is later than the date of delivery. For the purposes of earning the discount, payment is deemed to be made on the date of the mailing of the City's check.

B. City's Right to Withhold Certain Amounts

The City may withhold a sufficient amount of any payment otherwise due to the contractor to cover:

- Work required in the specifications which is not performed or is incomplete or for defective work not remedied.
- The cost of having the required work done by City forces or others will be charged to the vendor.
- The City reserves the right to assess a $100 penalty per incident over and above the cost to correct the unsatisfactory condition for failure to perform any part of the work covered in this contract.

C. Contract Price Adjustments

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager within the thirty (30) calendar day period prior to the annual anniversary date of the agreement as specified in the General Conditions of RFP 20-21-49.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

VIII. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have

secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

B. Department of Industrial Relations Requirements, Public Works Contractor Registration Program and Project Labor Agreements

Notice is hereby given that this is a Public Works Project. All contractors and subcontractors ***(including Consultants and Sub-Consultants)*** bidding and performing work on Public Works Projects must:

1. Be currently registered with the California Department of Industrial Relations (DIR).
2. Furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids submitted by unregistered contractors or list unregistered subcontractors will be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term “project labor agreement” is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

C. City of Visalia Labor Compliance Manual

Consultant shall fulfill requirements of Department of Industrial Relations and California Labor Codes by complying with the *City of Visalia Labor Compliance Manual* which is incorporated into his RFP and subsequent contract by reference and available at **visaliapurchasing.org**. Executed contract will include a hard copy of this document.

D. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations.

E. Permits and Licenses

1. Business Tax Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. *However, Contractor shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* For additional information, contact the City of Visalia Business Tax Division at (559) 713-4326.

A. Professional License

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

B. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

F. Bonds

Required Bonds

The Bidder(s) awarded contract(s) pursuant to this RFP will be required to provide to the City of Visalia a "Performance Bond" in the amount of 100% of the contract amount within ten (10) days of receipt of a "Notice of Award" and shall remain in force for one year after the date of completion.

G. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, VENDOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of Vendor's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.

CITY agrees to indemnify and hold harmless VENDOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, VENDOR agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Vendor's (or Vendor's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

Without limiting CITY's right to indemnification, it is agreed that VENDOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers' Compensation insurance as required by California statutes.
- Commercial general liability insurance with a combined single limit of not less that One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
- Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City of Visalia, Purchasing Division, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days' notice shall be given."

In addition, the Commercial general liability policy required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should Consultant cease to have insurance as required during any time, all work by Consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
3. Terminate this Agreement.

H. Assignment of Contract

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet or transferred.

I. Documents/Data

A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

J. Termination of Contract

The nature of this services contract requires that the City and the consultant must work closely as a mutually supporting team without conflict. Also, the City needs to be able to terminate this agreement at any time the City may feel this working relationship has been impaired or should the City no longer have complete confidence and satisfaction in the quality and performance of services by the proposer. Therefore:

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Should the contract be terminated for convenience, the proposer shall be paid for all authorized services provided, including reasonable charges for de-mobilization. However, the proposer shall not be paid any anticipated profit or fees for services not provided.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the proposer shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part.

2. Any assignment, subletting or transfer of the interest of the Consultant, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.

3. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies,

services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

K. Right to Require Performance

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

L. Ethics in Public Contracting

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

M. Independent Contractor

In the performance of the services herein provided for, the Consultant shall be, and is, an independent contractor and is not an agent or employee of the CITY. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder. The Consultant shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

N. Equal Employment Opportunity

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.

2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

O. Venue

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

P. Proprietary Information

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as “Trade Secrets”, “Confidential” or “Proprietary” shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

Q. Incurring Costs

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

R. Firearms Prohibited

Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

NON-COLLUSION AFFIDAVIT

To Accompany Proposal

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: _____
Business Address: _____
Signature: _____
Name of Signing Official: _____
Title of Signing Official: _____
Date: _____

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On this _____ day of _____before me, _____, a Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official:_____

Title of Signing Official: _____

Date: _____

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

6. The vendor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities and not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

_____	_____	_____
Name of Firm	Authorized Signature	Date

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11426)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has_____ has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants
To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm Address: _____

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Submitted by: Name _____

Date _____

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.10-2019)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ( )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

    (a) The dangers of drug abuse in the workplace,

    (b) The person's or organization's policy of maintaining a drug-free workplace,

    (c) Any available counseling, rehabilitation and employee assistance programs, and

    (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

    (a) Will receive a copy of the company's drug-free workplace policy statement, and

    (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

SAMPLE CONTRACT

ANNUAL CONTRACT FOR COMMUNITY FOREST MAINTENANCE
(City of Visalia RFP No. 20-21-49)

This Agreement, entered into and effective this _____ day of _____, 2021, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "VENDOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, VENDOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires services for Community Forest Maintenance, which was let to bid on _____ as evidenced by RFP No. 20-21-49, Annual Contract for Community Forest Maintenance; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for Community Forest Maintenance; and

WHEREAS, VENDOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and VENDOR agree as follows:

1. TERM:
The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:
The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFP 20-21-49, Annual Contract for Community Forest Maintenance
Attachment 4	Vendor's proposal in response to RFP No. 20-21-49
Attachment 5	City of Visalia Labor Compliance Manual

3. VENDOR SCOPE OF SERVICES and COMMITMENTS*:
CONTRACTOR shall provide the following services for the stated compensation ("Scope of Services"):

A. The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in RFP 20-21-49, for the cost identified in Attachment 2.

B. Additional Services: Incidental work related to the PROJECT and not described in RFP 20-21-49, may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in Attachment 2 - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

4. CITY COMMITMENTS:

CITY shall perform all tasks described in RFP 20-21-49.

5. COMPENSATION:

CITY shall pay VENDOR compensation for services requested; however, CITY shall pay not more than the following amount under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on the monthly report and similar documents presented by VENDOR to CITY. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

Cost	$
Source of Funds:	Local Revenues
Payment Schedule:	As invoices are received

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager within the thirty (30) calendar day period prior to the annual anniversary date of the agreement as specified in the General Conditions of RFP 20-21-49.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

VENDOR

Dated: _____ By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for VENDOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By: _____

City Manager

Dated: _____ By: _____

City Attorney

Dated: _____ By: _____

City of Visalia Risk Manager

Dated: _____ By: _____

City of Visalia Project Manager

Attachment 1
GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	_____
707 W. Acequia Ave.	_____
Visalia, CA 93291	_____
Attention: City Clerk/Purchasing	Attention: _____

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. ONE YEAR GUARANTEE: Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.

3. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

J. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

K. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

Attachment 2
INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts.

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury
      (2) personal injury
      (3) broad form property damage
      (4) contractual liability
      (5) cross-liability
      (6) products and completed operations liability

4. **Other Insurance Provisions.**
   If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**
   All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

   a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

   b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. <u>Proof of Coverage</u>.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

ORIGINAL

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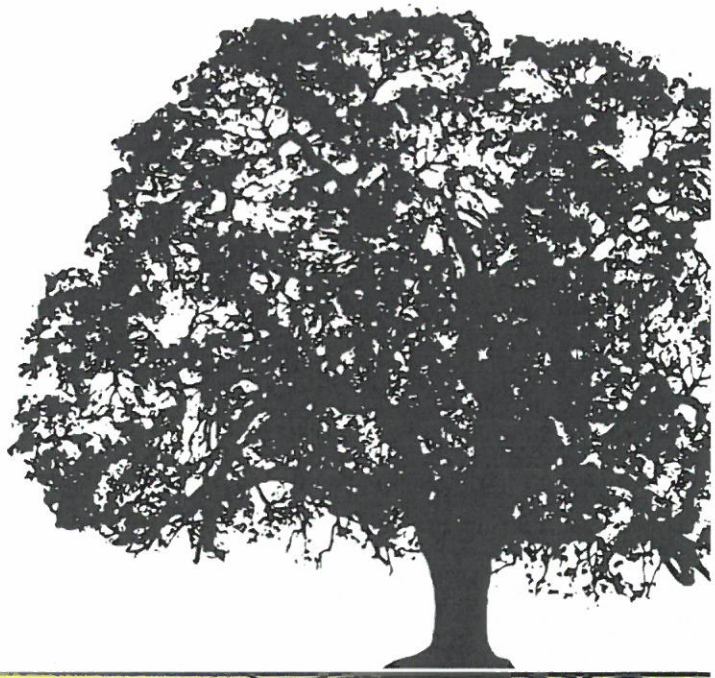
City of Visalia

RFP #20-21-49 Annual Contract for Community Forest Maintenance



GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
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West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #1000000956

West Coast Arborists, Inc.

Table of Contents

LETTER OF OFFER 3

A. GENERAL INFORMATION 4

Company Introduction 4

Executive Summary 6

Client References 9

Scope of Services 13

Community and Environment 18

B. PROPOSED PROJECT APPROACH 22

Implementation, Quality Control and Safety 22

Complete Equipment List 31

Technology and Information 34

Letters of Reference 37

C. STAFF QUALIFICATIONS 38

August 27, 2021

City of Visalia
Attn: Purchasing Division
707 W. Acequia
Visalia, CA 93291

RE: RFP #20-21-49: Annual Contract for Community Forest Maintenance
Due: Tuesday, August 31, 2021 at 2:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal tree removal services for the City of Visalia. WCA is a family-owned and operated company employing over 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 49-year track record of working for more than 330 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31 (Traffic Control). We currently employ over 90 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Fresno office located at 5424 N. Barcus Street, Fresno, CA 93722. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Steve Hunt, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (559) 351-6060 or shunt@wcainc.com.

Sincerely,

Patrick Mahoney
President

D. Proposed Fee Structure

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

SCHEDULE OF COMPENSATION

DESCRIPTION	UNIT	UNIT PRICE
Annual Tree Trimming on District/Zone basis	per tree	$ 100.00
SERVICE REQUESTS – Work performed on an individual basis		
FULL TRIM		
0-6" dbh	per tree	$ 50.00
7-16" dbh	per tree	$ 100.00
17-24" dbh	per tree	$ 200.00
25-36" dbh	per tree	$ 500.00
37" dbh & over	per tree	$ 700.00
TREE REMOVAL		
Tree and stump removal	per diameter inch	$ 49.00
Tree removals over 36" dbh	per diameter inch	$ 69.00
Stump only removal	per inch	$ 19.00
PLANTING		
15-gallon tree	per tree	$ 175.00
24-inch box tree	per tree	$ 225.00
36-inch box tree	per tree	$ 400.00
48-inch box tree	per tree	$ 800.00
TREE WATER MONITORING	per tree	$ 20.00
CREW RENTAL		
3-man crew with equipment	per hour	$ 300.00
2-man crew with equipment	per hour	$ 200.00
1-man crew with equipment	per hour	$ 100.00
EMERGENCY RESPONSE		
1-man crew with equipment	per hour	$ 145.00
TREE INVENTORY AND SOFTWARE PACKAGE	per tree site	$ 5.00
GPS INVENTORY (40,000 trees)	Total	$ 100,000.00
TREE INVENTORY UPDATES	per tree site	$ 5.00
TREE MASTER PLAN	Lump Sum	$ 35,000.00
ARBORIST TREE EVALUATION REPORT	per tree site	$ 500.00
MEETING WITH PROJECT MANAGER	per hour	$ -0- No Cost
PREPARING TRAFFIC CONTROL PLAN	per plan	$ 600.00
EQUIPMENT RENTAL	per hour	$ 100.00

ADDITIONAL SERVICES

DESCRIPTION	UNIT	UNIT PRICE
PALM TREE TIRMMING (Service Request)		
Coco palm, any size	per tree	$ 50.00
Washingtonia palm, any size	per tree	$ 100.00
Canary Island Date Palm, any size	per tree	$ 200.00
ROOT PRUNING	linear foot	$ 20.00
ROOT BARRIER INSTALLATION	linear foot	$ 20.00

CONTRACTOR agrees to allow any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) to have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

The CITY, at its option and with CONTRACTOR concurrence, may renew this contract for additional five-year periods, in one-year increments, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior five-year contract term, assuming all of the annual renewal options were awarded.

- Proposers should review the requirements of this RFP and address all services that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., unit or hourly costs.
- This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule as the City will not include compensation in the contract for items not addressed.
- Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.
- The fee proposal submitted under separate, sealed cover, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Vendors in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.* The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of three or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Award contract

NON-COLLUSION AFFIDAVIT

To Accompany Proposal

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

Patrick Mahoney, being first duly sworn, deposes and says that he or she is President of WCA, Inc. the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company:	West Coast Arborists, Inc. (WCA, Inc.)
Business Address:	2200 E. Via Burton, Anaheim, CA 92806
Signature:	
Name of Signing Official:	Patrick Mahoney
Title of Signing Official:	President
Date:	8/27/21

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On this 27th day of August 2021 before me, Amelia Menzel, a Notary Public, personally appeared Patrick Mahoney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~/her/their~~ authorized capacity(~~ies~~), and that by his ~~/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

AMELIA MENZEL
Notary Public - California
Orange County
Commission # 2284387
My Comm. Expires Apr 5, 2023

WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: West Coast Arborists, Inc.

Business Address: 2200 E. Via Burton, Anaheim, CA 92806

Signature:

Name of Signing Official: Patrick Mahoney

Title of Signing Official: President

Date: 8/27/21

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause
Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

6. The vendor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities
The contractor hereby certifies that it does not or will not maintain segregated facilities and not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

West Coast Arborists, Inc.		8/27/21
Name of Firm	Authorized Signature	Date

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11426)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has X has not ____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has X has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERs will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: West Coast Arborists, Inc.

Business Address: 2200 E. Via Burton, Anaheim, CA 92806

Signature:

Name of Signing Official: Patrick Mahoney

Title of Signing Official: President

Date: 8/27/21

Company Seal:

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants
To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: West Coast Arborists, Inc.

Firm Address: 2200 E. Via Burton, Anaheim, CA 92806

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Patrick Mahoney, President

Richard Mahoney, Secretary

Rose Epperson, Treasurer

Submitted by: Name Patrick Mahoney, President

Date 8/27/21

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company:	West Coast Arborists, Inc
Business Address:	2200 E. Via Burton, Anaheim, CA 92806
Signature:	
Name of Signing Official:	Patrick Mahoney
Title of Signing Official:	President
Date:	8/27/21
Company Seal:	

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.10-2019)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME West Coast Arborists, Inc.	FEDERAL ID NUMBER 95-3250682
BY (Authorized Signature)	DATE EXECUTED 8/27/21
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick Mahoney, President	TELEPHONE NUMBER (Include Area Code) (714) 991-1900
TITLE President	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 2200 E. Via Burton, Anaheim, CA 92806	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until 8/27/24 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

City of Visalia, CA
707 West Acequia Ave., Visalia, CA 93291

Purchasing Division
Tel: (559) 713-4334 Fax: (559) 713-4801

REQUEST FOR PROPOSALS RFP 20-21-49
Annual Contract for Community Forest Maintenance

ADDENDUM NO. 1

Issued: August 13, 2021

Proposals Due: **Tuesday, August 31, 2021 @ 2:00 pm**

This Addendum is being issued to provide responses to questions that have been submitted regarding this project and to provide additional information regarding the requests for copies of the current contract and city maps. This addendum becomes part of the RFP 20-21-49 document and must be signed and submitted with proposal.

ITEM 1: QUESTIONS/RESPONSES

1. Is there a Master Plan in place; if not, would you like it to be incorporated?
   Response: There is currently not a Master Plan in place and the City would like to keep it as a separate item.
2. How many trees are located in the City?
   Response: Approximately 40,000
3. Will the City buy the trees for planting?
   Response: The contractor should purchase and install the tree and the City will reimburse the contractor for the expense.
4. Is trimming of date palms included in this contract?
   Response: Yes, trimming of date palms is included.
5. Does the contractor need to have a Certified Arborist on staff?
   Response: The awarded contractor will identify at least two ISA Certified Arborists who will be responsible for providing project management for this project.
6. Is the C-27 contractor's license a requirement?
   Response: Yes, all proposers for this contract must hold a current C-27 California State Contractor's License.
7. Will encroachment permits be needed?
   Response: Yes, the awarded contractor should be able to obtain a blanket encroachment permit.
8. What contractor currently holds this contract?
   Response: West Coast Arborists, Inc.
9. Is there a requirement for stump grinding depth?
   All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered.

ITEM 2: CURRENT CONTRACT

Per the Proposers' request for a copy of the current contract with West Coast Arborists, Inc., the documents are attached.

ITEM 3: MAP OF THE CITY PARKS

Per the Proposers' request for maps of the City Parks, the documents are attached..

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

PROPOSER to sign and submit with PROPOSAL

Firm: West Coast Arborists, Inc. Date: 8/27/21

By: _____
Proposer's Signature

West Coast Arborists, Inc.

COMPANY INFORMATION
President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union: LiUNA!

CORPORATE OFFICE
2200 E. Via Burton St.

Anaheim, CA 92806

REGIONAL OFFICES
Fresno, CA

Indio, CA

Phoenix, AZ

Riverside, CA

Sacramento, CA

San Diego, CA

San Jose, CA

San Francisco, CA

Stockton, CA

Ventura, CA

CONTRACT ADMINISTRATION
Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT
Steve Hunt, Area Manager

5424 N. Barcus Street

Fresno, CA 93722

Phone (559) 275-2086

Fax (559) 275-7865

Email: shunt@wcainc.com

EMERGENCY RESPONSE 24/7

A. GENERAL INFORMATION

Company Introduction

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,000 full-time employees providing tree maintenance and management services. We are proudly serving over 300 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality, and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.

West Coast Arborists, Inc.

Corporate Capabilities

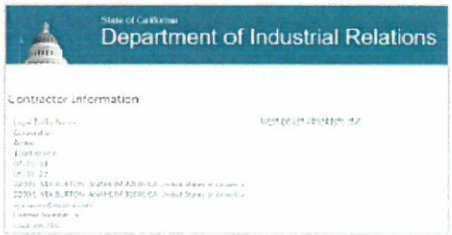
West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, C21, A & B
- Over $8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,000+ employees
- 300+ contracts with public agencies
- 85+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 675,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 18,500 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to $10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over $120 million annually
- Fleet of approximately 1,500 pieces of equipment
- No history of disqualification

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities | –Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE
366764 CORP
WEST COAST ARBORISTS INC
C61/D49 C27 A C21 B C31
12/31/2022 www.cslb.ca.gov


State of California
Department of Industrial Relations
Contractor Information

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
LICENSE

Executive Summary

West Coast Arborists, Inc.'s goal as a professional tree maintenance and management company is to educate our clientele and provide them with our expertise and knowledge to ensure their urban forest is healthy and thriving for years to come. This goal helps protect and maintain the integrity of our states tree canopy, to prevent and properly manage pests and disease as well as ensuring the 'right tree is planted in the right place,' to reduce liability and to protect our citizens, city property and the trees themselves. Proper maintenance and management go hand in hand and starts with a clear, concise understanding of the condition of an urban forest, the client's goals, and a plan for long term care.

our growth as an industry leader can be seen by our qualified employees, advancement in industry certifications, professional affiliations, and sustainable business practices. We take pride in providing communities with gold standard tree services. What started in 1972 as a local residential tree company with only four employees has grown into a statewide corporation with over 1,000 employees. WCA is still a family-owned and operated business with headquarters in Anaheim, California.

As a result of the recent budget issues, municipalities are being stretched to their financial limits. City and County administrators are faced with budget reductions leading to staff cutbacks, decreased levels of service, and antiquated equipment. The resulting trend of lower service levels needs to be turned around. We believe in an Interactive Partnership with the community, where municipalities can confidently rely on WCA to assist them with any of their tree care needs. Our staff, fleet and financial capabilities make us the best candidate. WCA has never been a

Our goals in urban tree care are to extend the life of all trees, safeguard public safety, and produce a reliable source of shade, beauty and the other non-commercial benefits that result from healthy trees in parks and City right-of-way. Obviously, this cannot be accomplished without the City's valued input or without community involvement.

Benefits of Contracting with West Coast Arborists Inc.

- Complete, current GPS tree inventory database capabilities
- Service history, per each county-owned tree maintained by WCA, Inc.
- Use of ArborAccess tree inventory software program at no additional cost
- Emergency response available within 24 hours, usually within 2 hours
- Daily notifications indicating where work is being performed within the county
- Timely, punctual work scheduling
- ISA Certified Arborists available to ensure proper tree care
- ISA Certified Arborist services available for as needed 3 hazard assessment and report writing
- Unlimited resources (equipment and personnel) to respond to various client projects
- Provide the client with the latest info on tree industry standards and recommendations
- In-house Plant Healthcare Division to diagnose and recommend treatment(s)
- Designated project team assigned to each Maintenance District
- In-house Grant division available to assist the client with grant funding opportunities
- Modern Fleet of equipment that is CARB compliant with the SCAQMD
- Excellent customer relations

Community

The community consists of everyone that cares about trees. They include residents, business owners, community groups, consumers, schools, and citizen arborists. We believe the community is the actual customer. We strive to provide the highest level of service in the safest manner possible in an effort to create a beautiful environment. In addition, as a valuable resource within the community we are able to offer extraordinary services to the public including, but not limited to, arboricultural education, participation in Arbor Day and other County events, and special community projects.

City Administration

City staff has the very important task of managing trees as an ecosystem, taking into consideration specific biological, social and economic conditions. They must ensure that the best methods of tree care are practiced in the community, that the lives of the trees are extended beyond average, and that the taxpayers receive the most from their investment in trees.

WCA, Inc. specializes in tree care for municipalities and public agencies. It does not provide residential service or sub-contract.

West Coast Arborists, Inc. (WCA)

We have the challenge of meeting the community's needs, not only in tree care, but also in other aspects. However, unlike most firms, we believe to be a valuable resource in that we have the qualifications and corporate capabilities to meet the community's needs and beyond. Our Certified personnel ensure the community that the work performed will be in accordance with to-day's standards. The collection of equipment allows us to dedicate specific pieces to the City. Our support staff aids the field team with information management, which provides communities with a complete, comprehensive urban tree care program.

Client References

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

COUNTY OF FRESNO **SINCE 2008**

WCA provides the County of Fresno with tree maintenance and hazard tree reduction by pruning, removal, cabling and bracing. We also prune trees along recreation trails, playgrounds, camp and picnic sites, parking areas and Park facilities. Plant Health Care services such as tree spraying are used as-needed.

Contact: Gabriela Rodriguez-Noland
2200 Tulare Street, Fresno, CA 93721 ~ (559) 600-4240 ~ grodrigueznoland@fresnocountyca.gov

ANNUAL BUDGET: $450,000

CITY OF MADERA **SINCE 2006**

The City of Madera has been averaging a 3-5 year maintenance cycles for their lighting and landscape districts. The City has collaborated with the merchants in the downtown area to allow them to pay a fee to have more regular pruning performed in this high traffic areas. The City's urban forest consists of over 9,000 trees valued at over $16 million dollars.

Contact: John Scarborough, Admin Analyst
1030 S. Gateway Drive, Madera, CA 93637 ~ (559) 661-5495 ~ jscarborough@cityofmadera.com

ANNUAL BUDGET: $115,000

CITY OF CHOWCHILLA **SINCE 2007**

WCA performs tree maintenance and management services for the City of Chowchilla on an as-needed basis.

Contact: Joe Roman, Parks & Facilities Director
130 S. 2nd Street, Chowchilla, CA 93610 ~ (559) 665-8615 x202 ~ jroman@citychowchill.org

ANNUAL BUDGET: $50,000

CITY OF FRESNO **SINCE 1992**

WCA has been working in and operating a satellite office in the City of Fresno for over 20 years. WCA maintains the City's 'frontage parkways' (sub-streets and median islands). Service request pruning, hazardous pruning and removals are also performed for the varying entities of the City including the Fire, Water, Airport and other departments. Fresno consists of over 35,000 city-owned trees.

Contact: Hilary Kimber, Park Supervisor I
2101 G Street, Fresno, CA 93706 ~ (559) 621-1345 ~ hilary.kimber@fresno.gov

ANNUAL BUDGET: $800,000

COUNTY OF TULARE **SINCE 2010**

WCA performs tree maintenance and removal as determined by the Tulare County Parks and Recreation Department on an annual as-needed basis. We also complete tree pruning projects at County facilities and parks as needed. Work records are maintained in ArborAccess and are available to the County.

Contact: Neil Pilegard, Parks Division Manager
5953 South Moony Blvd., Visalia, CA 93277 ~ (559) 624-7000 ~ Npilegar@co.tulare.ca.us

ANNUAL BUDGET: $275,000

CITY OF VISALIA **SINCE 2008**

WCA performs tree maintenance and management services for the City of Visalia. Throughout the years, we have continuously updated the City's tree inventory as work is completed. In addition to tree pruning and removals we also provide the City of Visalia with tree planting services and arborist services.

Contact: Joel Hooyer, Urban Forestry Supervisor
336 N. Ben Maddox Way, Visalia, CA 93292 ~ (559) 799-1652 ~ joel.hooyer@visalia.city

ANNUAL BUDGET: $880,000

West Coast Arborists, Inc.

EXPERIENCE: CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY OF AGOURA HILLS
CITY OF ALAMEDA
CITY OF ALHAMBRA
CITY OF ANAHEIM
CITY OF ARTESIA
CITY OF AZUSA
CITY OF BALDWIN PARK
CITY OF BELL
CITY OF BELLFLOWER
CITY OF BEVERLY HILLS
CITY OF BREA
CITY OF BRENTWOOD
CITY OF BUENA PARK
CITY OF BURBANK
CITY OF CAMARILLO
CITY OF CARLSBAD
CITY OF CARMEL-BY-THE-SEA
CITY OF CARPINTERIA
CITY OF CARSON
CITY OF CERES
CITY OF CHINO HILLS
CITY OF CHOWCHILLA
CITY OF CHULA VISTA
CITY OF CITRUS HEIGHTS
CITY OF CLAREMONT
CITY OF COACHELLA
CITY OF CONCORD
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DAVIS
CITY OF DEL MAR
CITY OF DIAMOND BAR
CITY OF DUARTE
CITY OF EL CAJON
CITY OF EL CERRITO
CITY OF ENCINITAS
CITY OF FILLMORE
CITY OF FONTANA
CITY OF FRESNO
CITY OF FULLERTON
CITY OF GARDEN GROVE
CITY OF GARDENA
CITY OF GILROY
CITY OF GLENDALE
CITY OF GLENDORA
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF INDIO
CITY OF IRWINDALE
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA MESA
CITY OF LA MIRADA
CITY OF LA PALMA
CITY OF LA PUENTE
CITY OF LA VERNE
CITY OF LAGUNA BEACH
CITY OF LAGUNA HILLS
CITY OF LAGUNA NIGUEL
CITY OF LAKE ELSINORE
CITY OF LAKEWOOD
CITY OF LODI
CITY OF LOMITA
CITY OF LOMPOC
CITY OF LONG BEACH
CITY OF LOS ALAMITOS
CITY OF LOS ALTOS
CITY OF LOS ANGELES
CITY OF MADERA
CITY OF MANHATTAN BEACH
CITY OF MAYWOOD
CITY OF MENLO PARK
CITY OF MILPITAS
CITY OF MISSION VIEJO
CITY OF MONROVIA
CITY OF MONTCLAIR
CITY OF MONTEBELLO
CITY OF MONTEREY
CITY OF MONTEREY PARK
CITY OF MOORPARK
CITY OF MORENO VALLEY
CITY OF MORGAN HILL
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NEWARK
CITY OF NORCO
CITY OF NORWALK
CITY OF OAKLEY
CITY OF OCEANSIDE
CITY OF ONTARIO
CITY OF ORANGE
CITY OF OXNARD
CITY OF PALO ALTO
CITY OF PARAMOUNT
CITY OF PERRIS
CITY OF PLACENTIA
CITY OF PLEASANTON
CITY OF POMONA
CITY OF PORTERVILLE
CITY OF POWAY
CITY OF RANCHO PALOS VERDES
CITY OF REDLANDS
CITY OF RIALTO
CITY OF RIVERSIDE
CITY OF ROSEMEAD
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN DIEGO
CITY OF SAN DIMAS
CITY OF SAN FERNANDO
CITY OF SAN GABRIEL
CITY OF SAN JACINTO
CITY OF SAN JOSE
CITY OF SAN JUAN CAPISTRANO
CITY OF SAN MARCOS
CITY OF SAN RAMON
CITY OF SANTA ANA
CITY OF SANTA BARBARA
CITY OF SANTA CLARA
CITY OF SANTA FE SPRINGS
CITY OF SANTA MARIA
CITY OF SANTA MONICA
CITY OF SANTA PAULA
CITY OF SANTEE
CITY OF SIERRA MADRE
CITY OF SIGNAL HILL
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SAN FRANCISCO
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TEMECULA
CITY OF TEMPLE CITY
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY
CITY OF TULARE
CITY OF TUSTIN
CITY OF UNION CITY
CITY OF UPLAND
CITY OF VENTURA
CITY OF VICTORVILLE
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
CITY OF WEST SACRAMENTO
CITY OF WHITTIER
CITY OF WOODLAND
CITY OF YORBA LINDA
COUNTY OF ALAMEDA
COUNTY OF COLUSA
COUNTY OF CONTRA COSTA
COUNTY OF FRESNO
COUNTY OF LOS ANGELES
COUNTY OF MONTEREY
COUNTY OF ORANGE
COUNTY OF RIVERSIDE
COUNTY OF SAN BERNARDINO
COUNTY OF SAN DIEGO
COUNTY OF SAN JOAQUIN
COUNTY OF TULARE
COUNTY OF YOLO
TOWN OF ATHERTON
TOWN OF LOS GATOS

FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over $1,000,000 annually.

Customer	Since	Annual Contract Amount
City of Alameda	2010	$1,043,000
City of Anaheim / Anaheim Utilities	2007	$1,750,000
City of Beverly Hills	2000	$2,236,000
City of Chino Hills	2000	$1,036,000
City of Corona	2010	$1,000,000
City of Fontana	1994	$1,050,000
City of Fullerton	1998	$1,300,000
City of Glendale/ Glendale Water & Power	2015	$2,500,000
City of Huntington Beach	2008	$1,300,000
City of Long Beach	2016	$2,900,000
City of Lodi/Lodi Utilities	2006	$1,500,000
City of Oxnard	2000	$1,032,000
City of Palo Alto	2016	$1,400,000
City of Sacramento	2015	$1,290,000
City of San Diego	2015	$2,000,000
City of Santa Ana	2015	$1,400,000
City of Santa Clarita	2008	$2,770,000
City of Santa Monica	2011	$1,723,000
City of Tustin	2006	$1,122,000
City of Ventura	1999	$1,000,000
County of LA	2015	$5,500,000
County of Orange	2013	$2,800,000
Riverside Public Utilities	2016	$2,000,000

EXPERIENCE (SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage prestigious Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

Scope of Services

Grid Tree Pruning

Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and in its entirety. This includes pruning all trees (small, medium, and large-sized.) Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

Special Request Tree Pruning

Special Request Tree Pruning includes tree maintenance services on designated tree(s) as ordered by the City's Arborist or designee. This category of pruning may include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Trees that are identified for a Special Request Tree Prune shall have approximately 25% of the live foliage removed at a given time.

Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the City's primary objective is to maintain or improve tree health and structure and will be charged at the Crew Rental rate as agreed upon by the City and WCA.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care (Optional)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength, and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

Palm Trunk Skinning (Optional)

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue. This is performed under the hourly rate.

Root Pruning

We strongly recommend against any root pruning, however, should the City elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away. This is performed under the hourly rate.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Tree removal and stump removal are to be charged separately in accordance with the contract.

Tree Planting (Optional)

We can replace trees that have been removed and plant new trees in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering (Optional)

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll-free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

WCA provides the technology, management, and civic experience that makes it the preferred tree management partner across the West.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues

- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

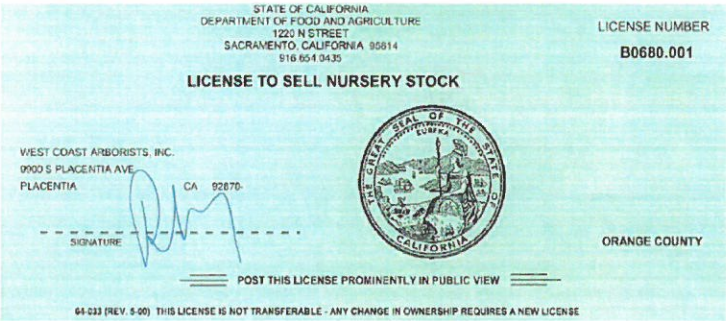
Shot Hole Borer

They Polyphagous Shot Hole Borer (PSHB) is a new pest in Southern California. This boring beetle drills into trees and brings with it a pathogenic fungus (Fusarium euwallacea), as well as other fungal species. When heavily infested, the resulting Fusarium causes the decline and death of trees. Over 120 different tree species are affected in Southern California and over 30 reproductive hosts are of high concern. As tree care professionals, we have a responsibility to understand and report when we see a tree we are working on infested with PSHB.

Ability To Acquire, Purchase & Stage Trees

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.


STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
1220 N STREET
SACRAMENTO, CALIFORNIA 95814
916 654 0435

LICENSE NUMBER
B0680.001

LICENSE TO SELL NURSERY STOCK

WEST COAST ARBORISTS, INC.
9900 S PLACENTIA AVE
PLACENTIA CA 92870-

SIGNATURE

ORANGE COUNTY

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

64-033 (REV. 5-00) THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the City of Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the workday. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Community and Environment

Wildlife Protection

We have a full-time Biologist, Lissette Rios, on staff whose responsibilities include writing reports, pre-work bird assessments, and training crews on current bird nesting laws as well as BMPs for tree maintenance. The protection of birds, especially during nesting season, is critical to providing responsible tree maintenance and her experience, training and skilled eye have proven to be a great asset to our team. Our safety and training department has committed to working with wildlife preservation associations and played a key role in the establishment of the Tree Care for Birds and Other Wildlife BMP that is used in the tree care industry.

Green Waste

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard, and these are then chopped into usable firewood.

Arbor Day Advocates

WCA participates in over 100 Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come.

Grant Services

Cities can improve the management of their urban forest through a grant project. Our grant team is experienced in partnering with various agencies to obtain funding for activities that help their urban forest thrive.

We've managed over **$9,000,000** in grants to date. These grants, completed and new, will result in **14,100 more trees planted.**

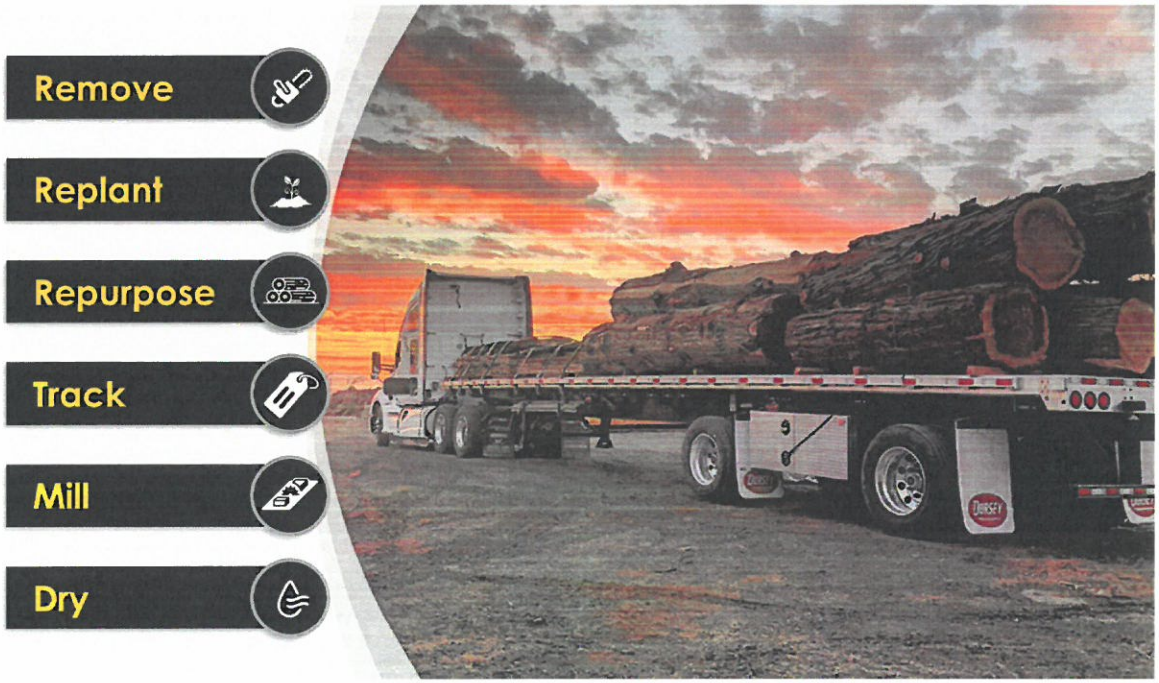
Services include:

- Grant writing
- Application review
- Greenhouse gas calculations
- Partnership development
- Volunteer training
- Community events
- Project management
- Project reporting
- Development of education/outreach material
- Match tracking
- Media & outreach
- Canvassing logistics
- Volunteer training
- Urban Forestry community workshops

Street Tree Revival

STREET TREE REVIVAL, our wood recycling program has become an important component of our approach to urban forest management. 25 years ago, we started our urban wood recycling program in collaboration with the California Department of Forestry and Fire Protection (CDF). Since a number of trees require removal, it was important to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand of trees from natural forests.

All trees have a life cycle, so we are making every effort to save the trees we can from ending up in landfills. When trees need to be removed from the Urban Forest, we preserve their natural beauty and also limit carbon emissions by salvaging trees lost during storms, disease, or normal senescence and recycling this wood into usable raw lumber.



Community Involvement

WCA participates in Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come. WCA has a designated "Grants Team" to work with agencies to obtain grants for tree planting and growing the urban forest.

Partnering with the Arizona Sustainability Alliance to engage K-12 educators in urban forestry.

Community Campaigns

WCA has partnered with *Invest From the Ground Up* and the *Western Chapter International Society of Arboriculture* to plant trees across California under their newest initiative – Cool Parks. With a generous grant from CAL FIRE, the Cool Parks team is working alongside partner cities and nonprofits to bring 2500 trees to California's disadvantaged and low-income communities, organize a CA Tree Team workshop, and engage residents to learn and care about the trees in their city.

Prior to the "Cool Parks" campaign, WCA participated in the CIRCLE (California Initiative to Reduce Carbon and Limit Emissions) campaign since its launch in October of 2016. Each round of tree planting events has provided thousands of trees to communities across California. The trees planted have the potential to sequester millions of pounds of CO_2.

These events are valuable to California communities by generating thousands of volunteers, improving air quality, and educating the local community about proper tree planting techniques. Together, we can grow the urban forest for a more sustainable future.

B. PROPOSED PROJECT APPROACH

Implementation, Quality Control and Safety

Implementation Plan

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Steve Hunt
ISA Certification #: WE-1044AT

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manger will provide overall field supervision and crew management.

Daily Management
Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

- Weekly management will consist of, but is not limited to:
- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress

- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary, and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

West Coast Arborists, Inc.

Workflow Timelines

GRID PRUNING FLOWCHART

(30-day Completion)

- Work request received from Customer
- CSR creates a work order & gives to Area Manager
- Area Manager schedules the work & informs the Agency
- Work order is given to the Foreman
- Foreman posts public notices
- Crew performs work
- Foreman completes work order & inventory; then submits to office
- CSR closes work order; Billing Department prepares invoice

REMOVAL FLOWCHART

(15-day Completion)

- Customer marks trees for USA & notifies resident
- Work request received from Customer
- CSR creates work order & contacts USA 48 hours in advance of work
- Work order is given to the Area Manager
- Area Manager schedules work, informs the Agency & gives work order to Foreman
- Crew performs work
- Foreman completes work order & inventory; then submits to office
- CSR closes work order; Billing Department prepares invoice

PLANTING FLOWCHART

(15-day Completion)

- Work request received from Customer
- CSR prepares work order & orders tree(s) from Nursery Manager
- CSR gives work order to Area Manager to schedule work & inform the Agency
- Work order is given to the Foreman
- Crew performs work & hangs tree care door hanger
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Department prepares invoice
- Billing Department processes & prepares invoice

SERVICE REQUEST FLOWCHART

(15-day Completion)

- Work request received from Customer
- CSR creates a work order & gives to Area Manager
- Area Manager schedules the work & informs the Agency
- Work order is given to the Foreman
- Foreman posts public notices
- Crew performs work
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Department prepares invoice

EMERGENCY FLOWCHART

(1-hour Response / 24-hour Completion)

- Emergency request received from Customer
- On-Call Supervisor dispatches Emergency Crew
- Supervisor creates work order & sends to Foreman
- Crew performs necessary work to ensure safety
- Crew sends notification & photos to Agency & Supervisor that work is complete
- If applicable, crew return to site next day to complete work
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Department prepares invoice

Emergency Contacts

In case of emergency AFTER normal business hours:

866.546.2369

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

Jorge Jiminez, Foreman
714.863.1559

Jose Luis Delreal, Supervisor
714.231.3342

Gonzalo Regalado, Area Manager
626.255.7618

Rob Thompson, Area Manager
714.240.1645

AFTER confirmation from on-call Manager, you can email multiple locations to:

LimbDown@WCAInc.com

Normal Business Hours
714.991-1900

Sample Planting Door Hanger

Project Site Maintenance

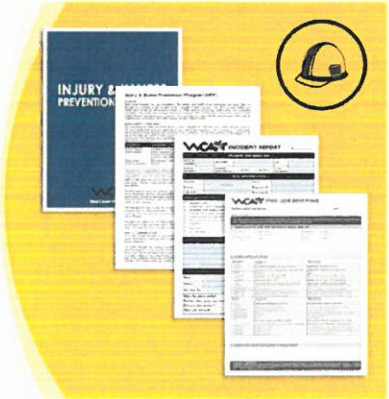
Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

Quality Control

Employee Training Program

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

Our Training and Safety team members are tasked with completing field evaluations of crews and members are on-site to coach and train employees on safe practices. Employees receive performance evaluations at 90 days, 6 months, then annually (or as-needed) after their first year. All employees are provided copies of WCA's Injury & Illness Prevention Program.



Feedback

WCA regularly receives and tracks feedback from customers and residents as a means to acknowledge good performance and provide prompt resolution for any negative comments. Every month, a summary of the feedback is then reviewed by the management team.

Nicole Angene

From: Valerie Ferchaw <VFERCHAW@santa-clarita.com>
Sent: Tuesday, July 21, 2020 5:58 PM
To: Nicole Angene; Herminio Farrillo; Gerardo Perez
Cc: Andy Trotter; Pat Mahoney; Victor Gonzalez
Subject: Thank you, WCA!

Herminio, Nicole, & Gerardo,

A big THANK YOU for the beautiful trimming of the City of La Canada 'street tree' (coast live oak) at the frontage of my residence today.

From start to finish, you all provided top notch service. Albeit I know here "**awesome**" you are from our professional collaboration, experiencing it all first hand as a resident, provides a new vantage point. I was absolutely impressed by the customer service experience your team provided. Just as importantly, I know that the beloved oak was in the best hands. Stellar!

With much appreciation,
Valerie

Valerie Ferchaw
Urban Forestry Administrator
City of Santa Clarita

Phone: (661) 294-2569
Email: vferchaw@santa-clarita.com
Web: http://www.santa-clarita.com

City of SANTA CLARITA

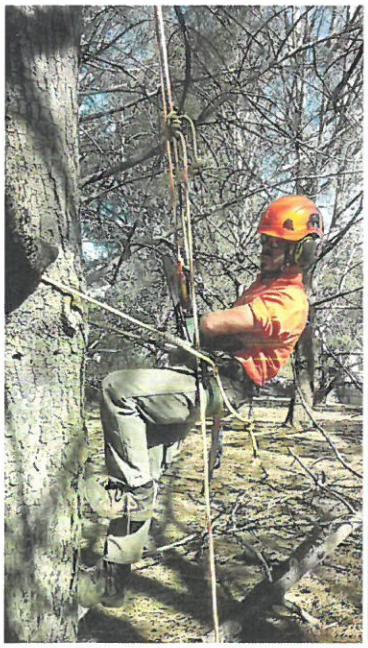
Safety

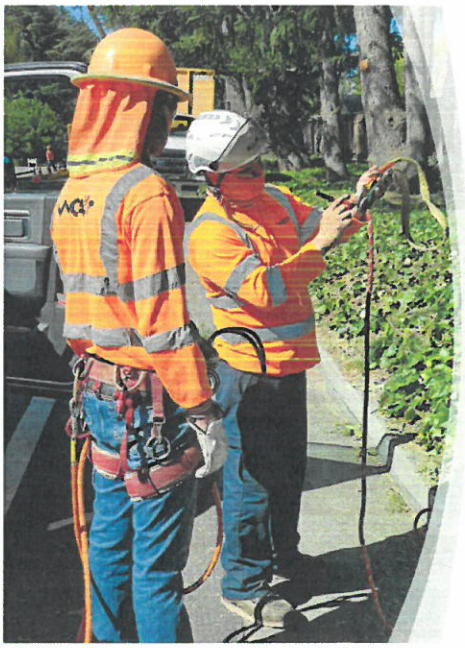
Safety Program

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of -the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts.

We have a full time Safety & Training Manager, Dane Jensen, that is professionally trained in the field of horticulture. As WCA's Training Manager, Dane is responsible for staying up to date on all tree-related industry standards as related to safety and the wellness of our employees and the public in which we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction and hands on experience needed to perform their day-to-day activities safely and efficiently. Training topics include a full circle from proper pruning techniques, arboriculture, to customer service and everything in between.

- ISA Certified Utility & Municipal Arborist #WE-12014A
- ISA Kills Test Evaluator—TW Climber
- TCIA Certified Treecare Safety Professional #3303
- ISA Tree Risk Assessment Qualification #E4068
- American Heart Association BLS and First Aid Instructor





Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees.

Industrial Safety Record

The Experience Modification Rating (EMR) is issued to Contractors by the California State Worker's Compensation Insurance Rating Bureau (WCIRB). Below are the ratings issued to West Coast Arborists for each of the calendar years 2018, 2019, and 2020.

Year 2018 – EMR: 85

Year 2019 – EMR: 98

Year 2020 – EMR 113

The EMR rating is a numeric representation of a business's claims history and safety record as compared to other business in the same industry, with the same state. Proof by insurance carrier can be provided upon request. WCA has experienced a higher-than-normal frequency-cy rate in the past several years due to the demand of tree trimmers and the lack of professionals in this field. Growth demand has caused an increase for hiring personnel that lack experience in the industry causing an up rise in first aid claims in turn increasing our frequency. WCA continues to improve our safety & health programs thus reducing our accidents and injuries.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

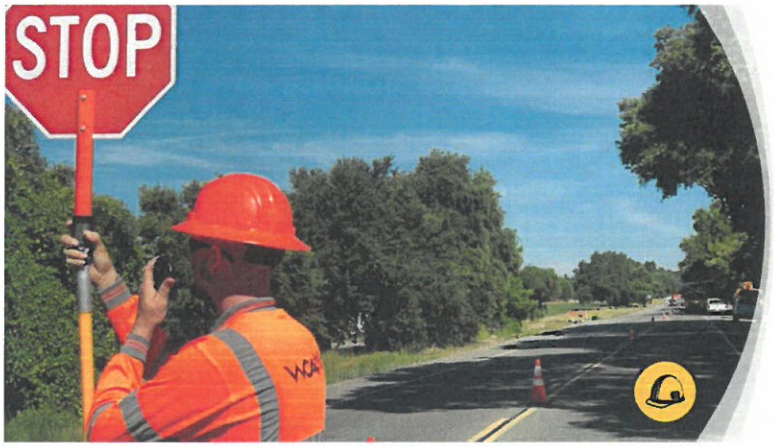
Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency (excluding emergency services).

Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

ATSSA
SAFER ROADS SAVE LIVES



WCA is dedicated to health and safety for trees, employees, and the community.

Complete Equipment List

Equipment

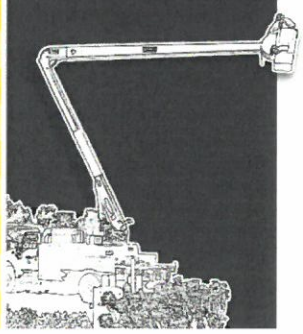
Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

Equipment List Summary	
Pick Up Trucks	338
Aerial Lift Devices	321
95ft Aerial Devices	18
Dump Trucks	192
Flat Beds	42
Field Service Trucks	19
Arrowboards	73
ATVs	4
Stump Grinders	59
Loaders	81
Rubber Track Loader	1
Root Pruners	2
Roll off Trucks	51
Saw Mill	3
Log Skidder	1
Back Hoes	1
Brush Chippers	184
Cranes	6
Toyota Prius	7
Toyota Yaris	8
Ford CMAX	4

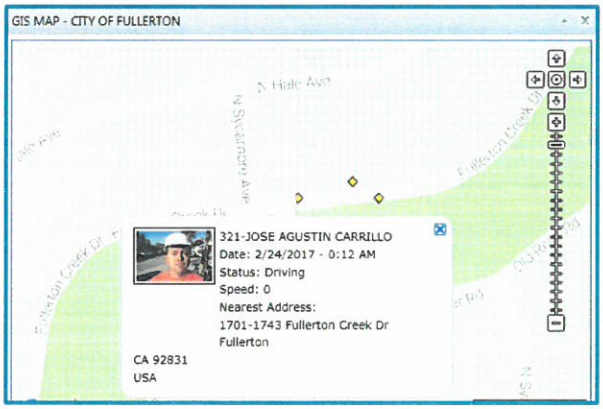
Modern fleet consisting of **1500+** pieces of equipment.



Telematics (GPS)

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers



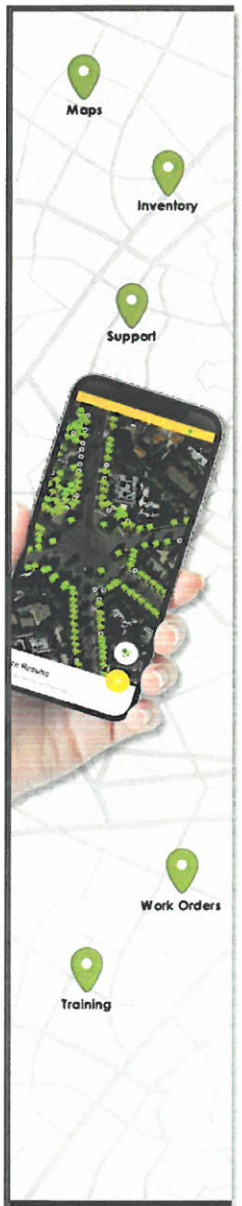
West Coast Arborists, Inc.

Type	Make/Model	License Plate #	VIN
Aerial Tower	1999 GMC	C6500 W/HI-RANGER 5FB-55	1GDJ7H1DXYJ508557
Aerial Tower	2019 FORD	F550 / TEREX LT 40	1FDUF5GY2KDA04857
Aerial Tower	1999 GMC	C6500 W/HI-RANGER 5FB-55	1GDJ6H1D8XJ507845
Aerial Tower	2000 GMC	C6500 W/HI-RANGER 5FB-55	1GDJ7H1D7YJ512582
Aerial Tower	2001 GMC	C6500 W/HI-RANGER 5FC-60	1GDJ7H1E71J504853
Aerial Tower	2017 FORD	F750W/TEREX XTPRO 60-70	1FDPF7AY6HDB07063
Aerial Tower	1999 GMC	C6500 W/HI-RANGER 5FB-55	1GDJ6H1DXXJ510763
Aerial Tower	2018 FORD	F750W/TEREX XTPRO 60-70	1FDPF7AY6JDF03354
Chipper	2012 VERMEER	BC1500 BRUSH CHIPPER	1VR2161VXD1005161
Chipper	2021 VERMEER	BC1500 BRUSH CHIPPER (GAS)	1VR2181V2M1012374
Chipper	2006 VERMEER	BC1800 BRUSH CHIPPER	1VRY131Z461001331
Chipper	2016 VERMEER	BC1500 BRUSH CHIPPER	1VR2181V1H1008404
Chipper	2012 VERMEER	BC1000-49	1VRY11198D1018815
Dump Truck	2013 FORD	F250	1FTBF2A64DEA50656
Dump Truck	2016 FORD	F650 CHIPPER TRUCK	1FDNF6AY6HDB05184
Dump Truck	2009 GMC	C7500 CHIPPER TRUCK	1GDJ7C1G19F408655
Dump Truck	2000 GMC	C6500 CHIPPER TRUCK	1GDJ7H1DXYJ508526
Dump Truck	2019 FORD	F650 CHIPPER TRUCK	1FDNF6AYXKDF11816
Dump Truck	2000 GMC	C6500 CHIPPER TRUCK	1GDJ7H1D1YJ508057
Dump Truck	2000 GMC	C6500 CHIPPER TRUCK	1GDJ7H1D7YJ508211
Dump Truck	1999 FORD	F550 STUMP TRUCK	1FDAF56S9XEE78936
Flatbed	1999 FORD	F450 FLATBED	1FDXF46S7XEC10519
Loader	2005 BOBCAT	S185 SKID STEER LOADER	525022994
Loader	2011 CATERPILLAR	908H WHEEL LOADER	CAT0908HKLMD01982
Pickup	2016 DODGE	RAM 5500 HI-RANGER LT40	3C7WRMAJ9GG227419
Pickup	2020 DODGE	RAM 1500	3C6JR6ET4LG210799
Pickup	2020 DODGE	RAM 1500	3C6JR6ET5LG210794
Pickup	2020 DODGE	RAM 2500 PICKUP	3C6MR4AJ1KG551193
Pickup	2018 DODGE	RAM 2500 PICKUP	3C6LR4AT7JG387752
Pickup	2017 DODGE	RAM 2500 PICKUP	3C6LR4AT6HG536565
Pickup	2015 DODGE	RAM 1500 PICKUP	3C6JR6DT1FG651716

West Coast Arborists, Inc.

Type	Make/Model	License Plate #	VIN
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT7GG280272
Roll-off	2013 FREIGHTLINER	108 SD ROLL OFF	1FVHG5BS5DHBZ9989
Stump Grinder	2011 VERMEER	SC802 STUMP GRINDER	1VR2151J9C1001091
Stump Grinder	2017 VERMEER	SC802 STUMP CUTTER	1VR2151JXH1003052
Trailer	2019 DIAMOND C TRAILER	19LPXL18X82 TRAILER	46UFU1826K1206342
Trailer	2003 CARSON	FRESNO BOBCAT TRAILER	4HXHD18263C064145
Water Trailer	2008 KISCO	WATER TRAILER	1K9AK12258B025034

Technology and Information



West Coast Arborists has completed **300+** GPS tree inventories.

ArborAccess

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

ArborAccess Features

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

Software Training

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

List Tracking System

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

Billing

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

Sample Management Tools: Detailed Tree Site Characteristics

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

Maintenance Records

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

Sample: Species Frequency Report

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

	Botanical	Common	Total
	Magnolia grandiflora	SOUTHERN MAGNOLIA	4,256
	Ulmus parvifolia	CHINESE ELM	3,857
	Lagerstroemia indica	CRAPE MYRTLE	2,638
	Jacaranda mimosifolia	JACARANDA	1,927
	Cinnamomum camphora	CAMPHOR TREE	1,456
	Pinus canariensis	CANARY ISLAND PINE	1,401
	Schinus terebinthifolius	BRAZILIAN PEPPER	1,129
	Quercus ilex	HOLLY OAK	1,077
	Cupaniopsis anacardioides	CARROTWOOD	905
	Lophostemon confertus	BRISBANE BOX	836
	Other	OTHER	14,330
	Total Trees		**33,812**

Detailed Reporting Options		
Inventory	**Work History**	**District Frequency**
View Invoices	**Work Type by District**	**Species Frequency** (sample above)
Job Balances	**DBH Frequency**	**All Tees at an Address**
Green Waste	**Height Frequency**	**Estimated Tree Value**

WCA helps agencies understand and manage their canopy by sharing inventories, insight, and data.

Letters of Reference

STEVEN ZUCKERMAN
Mayor
FRANK V. ZERUNYAN
Mayor Pro Tem
BRITT HUFF
Council Member
JUDY MITCHELL
Council Member
VELVETH SCHMITZ
Council Member
DOUGLAS R. PRICHARD
City Manager

CITY OF
ROLLING HILLS ESTATES
4045 PALOS VERDES DRIVE NORTH • ROLLING HILLS ESTATES, CA 90274
TELEPHONE 310.377.1577 FAX 310.377.4468
RollingHillsEstatesCA.gov

September 26, 2016

TO WHOM IT MAY CONCERN:

The City of Rolling Hills Estates has been fortunate to have a 14-year contractual services relationship with West Coast Arborists, who has provided a variety of tree maintenance services for the City. In addition to routine tree trimming, removal, replacement, and tree inventory services, the City has also periodically relied on West Coast Arborists for special crew rentals, emergency call-out responses, and Certified Arborist reports.

The City has always been impressed with West Coast Arborists' response time to tree issue inquiries from staff and the public to responding to emergency situations. City staff were always confident in following the advice of this firm's well-trained, courteous staff whenever recommendations were requested. The City was also secure in knowing that West Coast Arborists has a high regard for safety, as they hold regular staff safety trainings, utilize proper traffic safety measures when on our City streets, and follow proper methods when encountering electrical hazards within the City's street trees.

The City of Rolling Hills Estates would highly recommend that any public agency seeking an outstanding tree maintenance services provider to strongly consider West Coast Arborists' credentials. Should you need any additional information regarding the City's contractual relationship with West Coast Arborists, please contact me at andyc@ci.rolling-hills-estates.ca.us or (310) 377-1577 ext. 109.

Sincerely,

Andy Clark
Community Services Director.

Nicole Angene

From: Catrina Peguero <cpeguero@southpasadenaca.gov>
Sent: Tuesday, August 18, 2020 4:42 PM
To: Herminio Padilla; Nicole Angene
Cc: Garrett Crawford; Reyna Salazar-Martin
Subject: South Pasadena Crews

Good Afternoon Herminio,

Trimming Crew: has been very productive and I have received great feedback from residents.

Removal Crew: Great work on the tree removals especially the cleanups.
The traffic control setup today on Fremont Ave. was done very well. Considering the high traffic volume on Fremont Ave. There were no complaints and the traffic flow was not interrupted. Well Done!

Thank you,

Catrina Peguero
City of South Pasadena
Public Works Department
Service Facilities
825 Mission Street
South Pasadena, CA 91030

626-403-7373
cpeguero@southpasadenaCA.gov

***Effective Friday March 20th all City facilities are temporarily closed until further notice to prevent the spread of Coronavirus. We appreciate your patience at this time. For full details on the closures please visit our City website at SouthPasadenaCA.gov ***

7/12/2018

Richard Gosselin
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA
Email:richardg@ci.garden-grove.ca.us

RE: Compliment

I am retiring, my last day is July 27th. I sure appreciate your service throughout the years, its made my job much easier and less stressful. All your Customer service reps, Supervisors, Foremen and employees have always been respectful and easy to work with. WCA is a class act, I am sure your proud of. Special thanks to you (Randy Thompson), Ashley, Lisa, and Juan.

Thank you,
Mr. Richard Gosselin

Nicole Angene

From: Valerie Ferchaw <VFERCHAW@santa-clarita.com>
Sent: Tuesday, July 21, 2020 5:58 PM
To: Nicole Angene; Herminio Padilla; Gerardo Perez
Cc: Andy Trotter; Pat Mahoney; Victor Gonzalez
Subject: Thank you, WCA!

Herminio, Nicole, & Gerardo,

A big THANK YOU for the beautiful trimming of the City of La Canada 'street tree' (coast live oak) at the frontage of my residence today.

From start to finish, you all provided top-notch service. Albeit I know how ***awesome*** you are from our professional collaboration, experiencing it all first-hand, as a resident, provides a new vantage point. I was absolutely impressed by the customer service experience your team provided---Just as importantly, I knew that the beloved oak was in the best hands. Stellar!

With much appreciation,
Valerie

Valerie Ferchaw
Urban Forestry Administrator
City of Santa Clarita

Phone: (661) 294.2569
Email: vferchaw@santa-clarita.com
Web: http://www.santa-clarita.com

City of SANTA CLARITA

Think before you print

C. STAFF QUALIFICATIONS

Introduction

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

Work Force

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring, and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

Certification

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

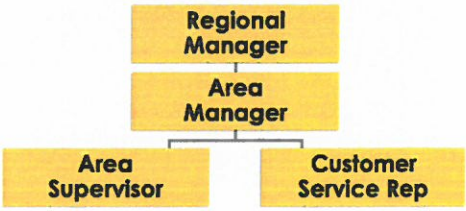
Crew Evaluation

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

West Coast Arborists, Inc.

Meet the Team: Project Team

Organizational Structure



JASON PINEGAR — Regional Manager/V.P.

Mr. Pinegar has been with West Coast Arborists, Inc. since December 1993. He started with WCA as a climber and within 6 years was continuously promoted reaching the position of Area Manager. As an Area Manager, he excelled in both customer service, crew management and streamlined operations. In 2018, Jason Pinegar was promoted to Regional Manager for Northern California. As a Regional Manager, he is responsible for field operations and oversees Area Managers in Northern California.

- ISA Certified Arborist #WE-2039AU
- TCIA Certified Treecare Safety Professional #259
- ATSSA Certified Traffic Control Designer #00236727

STEVE HUNT — Area Manager

Steve has been with West Coast Arborists, Inc. since May of 1991. Before that time, he worked for a residential tree service company as a Leadworker/Foreman for five years. Over his career with WCA, he has earned the esteemed 'Top Gun' Award for outstanding performance. In April 1994. Steve made the move to Fresno, helping build the company's Central CA/ Fresno presence. Steve is responsible for evaluating and scheduling the necessary tree maintenance and management for his customers. He will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing field operations and crews throughout the Central CA/Fresno region.

- ISA Certified Arborist/ Tree Worker Climber Specialist #WE-1044AT
- TCIA Certified Treecare Safety Professional #564
- NCCCO Certified Crane Operator #050518883

FAUSTO GUZMAN — Project Supervisor

Fausto joined WCA in 1995 and has completed the in-house Qualified Arborist and Treeworker training. Additionally, he maintains his ISA Certified Arborist license by completing continued education units annually. As Site Supervisor, Fausto is a full-time employee who speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts.

- ISA Certified Tree Worker Climber Specialist # WE-11083T
- TCIA Certified Treecare Safety Professional #3686

Meet the Team: Support Staff

STHEPHEN DAVIS — Project Foreman

Stephen has 10 years of experience in the tree care industry starting as a groundman and working his way up to Supervisor. He oversees safety procedures and training in the Northern CA region which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program. Stephen is also an ISA Skill Test Evaluator for Treeworker Climbers.

- ISA Certified Municipal Utility Arborist/Treeworker Climber #WE-10894AUTM
- TCIA Certified Treecare Safety Professional #2918
- NCCCO Crane Operator #1705140998
- TCIA EHAP & Chainsaw Specialist
- ISA Tree Risk Assessment Qualified

TIM CROTHERS — Plant Health Care Manager

WCA's PHC program is managed in-house; no subcontracting is used. Our staff is trained and licensed by the CA Dept. of Pesticide Regulation. Mr. Crothers has been with WCA since 2012 and oversees our in-house Qualified Applicators (QAL) and Pest Control Advisor (PCA). Our program goes beyond standard chemical applications as Tim has helped WCA develop an efficient Integrated Pest Management program as well. Inspection, diagnosis and treatments are available as needed.

- ISA Board Certified Master Arborist #WE-7655BUM
- CA Dept. Pesticide Regulation QAL #145321 B, D
- ISA Tree Risk Assessment
- Qualified & TLC Wildlife Aware

REBECCA HALCON — Customer Service Rep. (CSR)

Ms. Halcon joined WCA in 2017 as a Customer Service Clerk and was quickly promoted to a Customer Service Representative (CSR). As the CSR, Ms. Halcon is responsible for providing support to the Area Manager, Site Supervisor, and crew. She is to act as a liaison between the company and its clients as well as the general public. Ms. Halcon is responsible for responding to customer service in-quires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc. Rebecca works directly with all of our customers in the Fresno region.

West Coast Arborists, Inc.

Executive Staff

From marketing, contract administration, field, and fleet management, to information technology, our Executive Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.

Patrick Mahoney
President

Richard Mahoney
Secretary

Rose Epperson
Treasurer

Andrew Trotter
V.P. Operations

Chris Crippen
V.P. — I.T.

Victor Gonzalez
V.P. — Business Development

Debbie DePasquale
Vice President

Michael Palat
Vice President

Nick Alago
Vice President

Ernesto Macias
Vice President

Jason Pinegar
Vice President

West Coast Arborists, Inc.

1,000+ Employees

WCA & LiUNA!

WCA has forged a successful partnership with the Laborer's International Union of North America.

HIGHER STANDARDS + EXEMPLARY TRAINING = SUPERIOR EMPLOYEES

ACCREDITED — TREE CARE INDUSTRY ASSOCIATION — ETHICS QUALITY CONFIDENCE

9 offices with prestigious Tree Care Industry Association (TCIA) accreditation

ISA CERTIFIED

CERTIFIED TREE WORKER	150
CERTIFIED ARBORIST	87
BOARD CERTIFIED MASTER ARBORIST	5

ISA Board Certified Master Arborists

Michael Palat	#WE-6541 BUM
Kelley Gilleran	#WE-7061 B
Tim Crothers	#WE-7655 BUM
Cris Falco	#WE-7490 B
Eugene Bordson	#WE-10777BT

1	Certified Urban Forester
112	WCA Certified Utility Line Clearance Workers
18	ISA Certified Utility Specialists
50	ISA Certified Treecare Safety Professionals
10	ISA Municipal Specialists
1	Nursery in Placentia & Dedicated Manager
6	Information Technology Specialists
75	Fleet Mechanics
11	NCCCO Certified Crane Operators

ASCA | RCA

2 ASCA Consulting Arborists

Tim Crothers	**RCA #721**
Cris Falco	**RCA #557**

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

1	Advisor
12	Applicators
70	Certified

Unique Capabilities

Plant Health Care

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** CA Department of Pesticide licensed Advisors and Applicators.

Wildlife Protection

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for *Tree Care for Birds and Other Wildlife*.

West Coast Arborists, Inc.

WCA's ISA Certified Arborists

ADAN BALTAZAR REYNAGA	WE-7786AT
ANDREW JOSEPH PINEDA	WE-12738A
ANDREW R. TROTTER	WE-0642AU
BENJAMIN EUGENE BORDSON	WE-10777A
BRIAN C. KIRKEGAARD	WE-10476AT
BRIAN M. KOCH	WE-0341A
CALVIN F. HAUPT	WE-7634A
CURTIS PATRICK WORTH	WE-10972AUT
DANE JENSEN	WE-12014A
DANIEL CHAVARRIA	WE-10292AT
DANIEL MAHONEY	WE-10434A
DEBORAH DEPASQUALE	WE-3812A
EDIBERTO SERNA SALAZAR	WE-11051AT
EDUARDO VARGAS	WE-11058AT
ERNESTO J. F. MACIAS	WE-7120AUM
FELIX HERNANDEZ	WE-2037AT
FERNANDO MENDOZA	WE-10135AM
FRANCIS LEO MALABUYOC	WE-12279AT
GENARO VICENTE CORONEL	WE-12740A
GERARDO PEREZ	WE-9131AT
GERARDO MARTINEZ GARCIA	WE-11358A
GONZALO REGALADO	WE-9952AT
HECTOR MONTES	WE-8079AUT
HERMINIO PADILLA	WE-7552AUTM
RICHARD R. MAHONEY	WE-1171A
ROBERT A. WRIGHTSON	WE-10411A
ROBERT D. THOMPSON	WE-0915AU
ROSE M. EPPERSON	WE-1045A
RYAN R. COLBERT	WE-13154A
SAMUEL JIMENEZ	WE-11109AT
SEAN PATRICK SULLIVAN	WE-10050AT
HUGO ANGEL RINCON	WE-8710AT
IGNACIO LOPEZ	WE-7329AU
ISAAC GARZA, JR.	WE-8689A
ISAIAS BARAJAS MACIAS	WE-10979AT
ISIDRO ESTRADA BARBOZA	WE-11685A
J. ALONSO GARCIA-LOPEZ	WE-8499A
JAIME ROGELIO HERNANDEZ	WE-5297AT
JAMES PAUL SPECK II	WE-10858AT
JASON PINEGAR	WE-2039AU
JASON ROSS DAVLIN	WE-7628A
EFFERY B. WILLIAMS	WE-1100AT
JEREMY PAUL PIERCE	WE-12566A
JOEL LOPEZ	WE-10871AT
JOHN LEE PINEDA	WE-10367AUT
JORGE MAGANA	WE-3460A
JOSE ALFREDO GONZALEZ	WE-6475AT
JOSE INEZ MANCILLA	WE-10983TA
JOSE LUIS ABALOS	WE-8734A
JOSE LUIS DELREAL	WE-11231AT
HUGO ANGEL RINCON	WE-8710AT
IGNACIO LOPEZ	WE-7329AU
ISAAC GARZA, JR.	WE-8689A
ISAIAS BARAJAS MACIAS	WE-10979AT
ISIDRO ESTRADA BARBOZA	WE-11685A
PATRICK O. MAHONEY	WE-1172A
RANDY J. THOMPSON	WE-1043A
REBECCA A. MEJIA	WE-2355A
RENE ROSALES	WE-7941AT
SHAWN A. GUZIK	WE-3182AU
STEFAN B. KALLENBERG	WE-10730AT
STEPHEN GLENN DAVIS, JR.	WE-10894ATM
J. ALONSO GARCIA-LOPEZ	WE-8499A
JAIME ROGELIO HERNANDEZ	WE-5297AT
JAMES PAUL SPECK II	WE-10858AT
JASON PINEGAR	WE-2039AU
JASON ROSS DAVLIN	WE-7628A
EFFERY B. WILLIAMS	WE-1100AT
JEREMY PAUL PIERCE	WE-12566A
JOEL LOPEZ	WE-10871AT
JOHN LEE PINEDA	WE-10367AUT
JORGE MAGANA	WE-3460A
JOSE ALFREDO GONZALEZ	WE-6475AT
JOSE INEZ MANCILLA	WE-10983TA
JOSE LUIS ABALOS	WE-8734A
JOSE LUIS DELREAL	WE-11231AT
J. ALONSO GARCIA-LOPEZ	WE-8499A
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EFFERY B. WILLIAMS	WE-1100AT
JEREMY PAUL PIERCE	WE-12566A
JOEL LOPEZ	WE-10871AT
JOHN LEE PINEDA	WE-10367AUT
JORGE MAGANA	WE-3460A
MICHAEL ANTHONY NUNES	WE-12943A
MICHAEL LOUIS YOUNG	WE-11687AT
MITCHELL ANDREW OWENS	WE-12619AT
NESTOR VALENCIA	WE-11359A
STEVE B. HUNT	WE-1044AT
TIMOTHY R. PATTERSON	WE-12037A
VICTOR M. GONZALEZ	WE-7175AM
JOSE ALFREDO GONZALEZ	WE-6475AT
JOSE INEZ MANCILLA	WE-10983TA
JOSE LUIS ABALOS	WE-8734A
JOSE LUIS DELREAL	WE-11231AT
JOSE ALFREDO GONZALEZ	WE-6475AT
JOSE INEZ MANCILLA	WE-10983TA
JOSE LUIS ABALOS	WE-8734A
JOSE LUIS DELREAL	WE-11231AT
JOSE M. CORTEZ TORRES	WE-8539AUT
JOSE M. MUNIZ GARCIA	
JOSE M. CHAVARRIA MANZO	WE-11210AT
JOSE MANUEL PEREZ	WE-0818AT
JOSEPH BARTOLO	WE-2034AU
JOSEPH NICK ALAGO	WE-4396AU
JUAN ORTIZ	WE-8514AT
JULIO C. GARCIA VAZQUEZ	WE-11175AT
JUSTIN LEE MENZEL	WE-11756A
KANAMI MARIE OTANI	
KRIS BURBIDGE	WE-9566AUM
LEONARDO RAMOS	WE-11264AT
LEONEL CORTEZ	WE-8625AT
LORENZO PEREZ	WE-7443AT
MANUEL BRIANO	WE-8791AT
MARCO A. PADILLA JIMENEZ	WE-8621AT
MARIA MUNOZ-CAMPOS	WE-8267A
MARIO A. GONZALEZ	WE-13119A
MATEO ARVIZU	WE-10151AT
MICHAEL ALAN DA SILVA II	WE-12483A
WALLACE BURCH	WE-0713AT
WILLIAM STEVE PONCE	WE-6461A

WCA's ISA Certified Tree Worker/Climbers

ADAN RODRIGUEZ	WE-11281T
ADOLFO S. RUIZ	WE-11294T
ALFREDO ANGEL LOPEZ	WE-11334T
ANDRES ROMAN	WE-11285T
ANTHONY DOUGLAS FONG II	WE-12051T
ANTONIO CASTELLANOS	WE-11203T
ANTONIO GARCIA CONTRERAS	WE-11173T
ARIEL ALONSO	WE-10906T
ARMANDO SOTO	WE-11131T
ARMANDO O. LOPEZ	WE-10953T
AURELIO PAZ-GUZMAN	WE-11084T
BRIAN YOUNG NORTON	WE-12678T
ADAN RODRIGUEZ	WE-11281T
BRIAN YOUNG NORTON	WE-12678T
CANDELARIO PRIEGO	WE-12781T
CARLOS IXTA	WE-11106T
CARLOS LEYVA BARAJAS	WE-12620T
CARLOS RAMOS	WE-11263T
CELEDONIO R. MANZANO OLEA	WE-10984T
CELESTINO PEREZ	WE-11243T
CESAR WENCESLAO	WE-10968T
DANIEL RIVAS	WE-10850T
DELFINO AGUILAR-MORALES	WE-10900T
DEMETRIO LIRA	WE-11323T
DEMETRIO OSEGUERA	WE-11043T
EDIBERTO SERNA SALAZAR	WE-11051T
EDUARDO AVILA	WE-10812T
EDUARDO E. DAVILA LOPEZ	WE-13260L
EDUARDO HERNANDEZ	WE-12917T
EDUARDO VARGAS	WE-11058AT
EDWIN ANTONIO FUENTES	WE-12777T
ELIGIO IBARRA CARDOSO	WE-11197T
ERNESTO GONSALEZ	WE-11461T
FAUSTO GUZMAN	WE-11083T
FELIX GARCIA	WE-11170T
FELIX HERNANDEZ	WE-2037AT
FRANCIS LEO MALABUYOC	WE-12279T
FRANCISCO LOPEZ	WE-10952T
FRANCISCO RAMIREZ	WE-11259T
FRANCISCO VILLANUEVA	WE-10965T
FRANCISCO F. WENCESLAO BARAJAS	WE-10969T
FRANCISCO URENA JIMENEZ	WE-11075T
GABRIEL GAMINO	WE-11167T
GABRIEL MERCADO RUIZ	WE-11568T
GAMALIEL MANZANO CORONA	WE-12280T
GEORGE HERNANDEZ PEREZ	WE-12269T
GERARDO PEREZ	WE-9131AT
GERARDO A. ORDUNO	WE-11036T
GERARDO MARTINEZ GARCIA	WE-10997T
GLENN O. WHITLOCK REEVE	WE-10177BTM
GONZALO REGALADO	WE-9952AT
HECTOR MONTES	WE-8079AUT
HERIBERTO CORONEL WENCESLAO	WE-11218T
HERMINIO PADILLA	WE-7552AUTM
HUGO ANGEL RINCON	WE-8710AT
HUMBERTO CHAVARRIA	WE-11207T
ISAIAS BARAJAS MACIAS	WE-10979AT
ISRAEL A. RAMIREZ	WE-11567T
J. SOCORRO GARCIA	WE-11172T
JAIME ROGELIO HERNANDEZ	WE-5297AT
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JESUS A. MONTES	WE-11014T
JESUS M. SARABIA PENA	WE-11450T
JOEL LOPEZ	WE-10871AT
JOEL MARTINEZ	WE-10992T
JOEL ORTIZ	WE-11039T
JOEL M. RIVERA	WE-11273T
JOHN LEE PINEDA	WE-10367AUT
JORGE ARREOLA-HERNANDEZ	WE-11321T
JORGE DUENAS	WE-11144T
JORGE JIMENEZ	WE-11110T
JOSAFAT MONTOYA	WE-11015T
JOSE AGUAYO	WE-10899T
JOSE JIMENEZ	WE-11108T
JOSE JIMENEZ HERNANDEZ	WE-11113T
JOSE RODRIGUEZ	WE-11277T
JOSE A. ALVAREZ	WE-10908T
JOSE ABEL CANCINO	WE-11192T
JOSE AGUSTIN CARRILLO	WE-11200T
JOSE ALEJANDRO VALENZUELA	WE-11674T
JOSE ALFREDO GONZALEZ	WE-6475AT
JOSE DE JESUS PINEDO	WE-12277T
JOSE INEZ MANCILLA	WE-10983T
JOSE M. MUNIZ GARCIA	WE-11686T
JOSE M. CHAVARRIA MANZO	WE-11210AT
JOSE MANUEL PEREZ	WE-0818AT
JOSE R. GRANADOS	WE-11186T
JUAN BECERRA	WE-10932T
JUAN MARQUEZ	WE-10987T
JUAN ORTIZ	WE-8514AT
JUAN TELLEZ TAPIA	WE-11137T
JUAN AMADOR ARCE	WE-11480T
JUAN C. LOPEZ GARCIA	WE-12918T
JUAN C. PENA-ARIAS	WE-11327T
JUAN C. TORRES-COVARRUBIAS	WE-12343T
JULIO C. GARCIA VAZQUEZ	WE-11175T
KYLE JAMES VIGNEAU	WE-10962T
LEONARDO RAMOS	WE-11264T
LEONEL CORTEZ	WE-8625AT
LETUSA MUAAU, JR.	WE-11021T
LORENZO PEREZ	WE-7443AT
LUIS A. MUNOZ RAMIREZ	WE-11023T
LUIS P. PEREZ	WE-11245T
MANUEL BARRAGAN	WE-10925T
MANUEL BRIANO	WE-8791AT
MARCO A. PADILLA JIMENEZ	WE-8621AT
MARCOS RICHARD-MARTINEZ	WE-10989T
MARCOS ALEJANDRO GAMINO	WE-11482T
MATEO ARVIZU	WE-10151AT
MELCHOR LEMUS	WE-11237T
MICHAEL ALAN DA SILVA II	WE-12207T
MICHAEL LOUIS YOUNG	WE-11687AT
MIGUEL AYALA	WE-10924T
MIGUEL MACIAS	WE-10978T
MITCHELL ANDREW OWENS	WE-12619T
NELSON R. AGUIRRE	WE-10901T
NICOLAS GODINA	WE-11907T
OSCAR GUTIERREZ	WE-12783T
PEDRO CUEVAS	WE-11765T
PEDRO GARCIA	WE-11168T
PEDRO SANDOVAL	WE-11301T
PEDRO ADALBERTO HERNANDEZ ALTAMIRANO	WE-11095T
RAMON ZUNIGA GOMEZ	WE-10977T
RANULFO PERALTA CASTANEDA	WE-11202T
RAUL MANZO HERNANDEZ	WE-10985T
RAUL TELLEZ TAPIA	WE-11138T
RENE ROSALES	WE-7941AT
ROBERT EDWARD KNIGHT	WE-11564T
ROMUALDO GAETA LUNA	WE-11165T

West Coast Arborists, Inc.

SPECIALIZED SAFETY TRAINING

Our ISA Certified Tree Workers go through specialized testing that proves they are competent to work in trees in a safe manner that protects themselves as well as the general public. We also qualify our employees to operate in a safe and efficient manner that meets and exceeds the industry standards, these programs are WCA Qualified Level 1 Tree Trimmer, WCA Qualified Level 2 Tree Trimmer, WCA Qualified Level 3 Tree Trimmer, WCA Qualified Big Boom Operator, WCA Qualified Loader Operator, WCA Qualified Roll-Off Driver. We also qualify all drivers that operate our vehicles by conducting 2 driving test and entering them into the California DMV pull program that monitors their driving record to ensure safe driving operators.

SAFETY TRAINING PROGRAMS

Jobsite Briefing
Conducted each work day.

Safety Crew Lunch
This program rewards employees company-wide quarterly.

Injury & Illness Prevention
Integral program to WCA's overall safety program.

Weekly Tailgate
Meetings held for each crew.

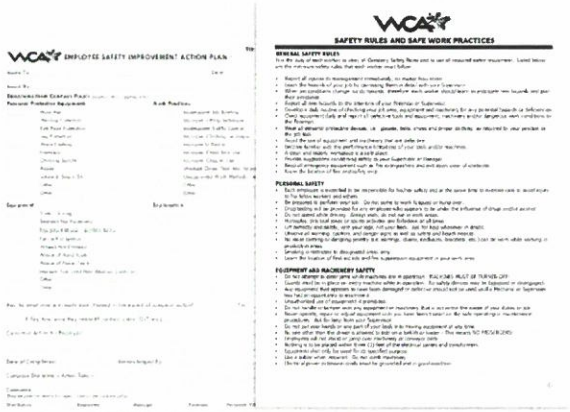
Video Training
Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association (TCIA).

Leadership Training
Continued training and study utilizing the Crew Leader Home Study Program, available through the Tree Care Industry Association (TCIA).

On the Job Training
New employees are assigned a "buddy" with experience to assist them.

Safety Team
A 10 person committee that reviews and discusses safety procedures, problems and incentives.

Certification Training
Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.



Sample Safety Improvement Action Plan form and ***Safety Rules and Safe Work Practices*** review sheet.

WEST COAST ARBORIST

		FY 21-22	FY 20-21	FY 19-20	FY 18-19
1010	**Gen Fund Zero – *Gen Fund***		$ 10,537.50		$ 13,725.00
1412	**Measure N Parks/Bld**		$ 68,700.00	$ 11,287.50	$ 17,100.00
1551	**GF Property Mgt – *Gen Fund***	$ 4,462.50			
1861	**Neighborhood Pres – *Gen Fund***			$ 3,825.00	
2101	**PD Admin Services – *Gen Fund***	$ 1,500.00	$ 750.00	$ 1,125.00	
2102	**PD Patrol – *Gen Fund***		$ 6,375.00	$ 2,700.00	$ 1,500.00
2222	**FD Emergency Services – *Gen Fund***	$ 1,050.00	$ 4,125.00		$ 1,500.00
2223	**Fire Prevention – *Gen Fund***			$ 900.00	
2530	**Waterways Maint Zero**	$ 5,362.50	$ 87,262.50	$ 78,766.00	$ 26,364.00
2711	**L&L NE Special Service Dist.**	$ 675.00	$ 13,537.50	$ 10,457.50	$ 13,045.00
2721	**L&L Open Space Dist.**	$ 300.00		$ 1,125.00	
2731	**L&L Spec Service Dist.**	$73,276.50	$294,696.00	$240,236.00	$159,370.00
3010	**CIP Multi**				$ 22,762.50
3105	**Parking Lot Maint**		$ 1,275.00	$ 2,662.50	$ 1,087.50
3106	**PW Management – *Gen Fund***			$ 1,687.50	
1621	**Parks & Urban Forestry – *Gen Fund***		$ 8,362.50	$ 34,312.50	$ 1,200.00
1622	**Park Maintenance – *Gen Fund***	$17,325.00	$161,983.50	$169,617.00	$107,620.00
3124	**Street Maintenance – *Gen Fund***	$17,778.00	$ 93,424.50	$125,037.00	$126,101.50
3126	**Traffic Maintenance – *Gen Fund***				$ 300.00
1629	**Bike Path – *Gen Fund***		$ 44,475.00	$ 13,725.00	$ 13,987.50
3790	**Oak Tree Preservation**		$ 13,237.50	$ 4,800.00	$ 3,375.00
4041	**Airport Operations**		$ 5,737.50	$ 1,200.00	$ 1,050.00
4051	**Visalia Baseball**		$ 1,050.00	$ 600.00	
4135	**Convention Center Operations**	$10,200.00			$ 3,900.00
4332	**Wastewater Operations**			$ 2,700.00	$ 300.00
4551	**Transit Operations**	$ 750.00	$ 4,912.50	$ 4,612.50	$ 1,950.00
4881	**Storm Sewer Maintenance**	$ 8,475.00	$178,200.00	$157,875.00	$ 72,712.50
TOTAL		**$141,154.50**	**$998,641.50**	**$ 869,251.00**	**$588,950.50**

Frequency of use

DESCRIPTION	Unit	Prior Contract Price	New Contract Price	Increase/Decrease	Frequency of Use
Annual Tree Trimming on District/Zone basis	per tree	$75.00	$100.00	Increase	Not Used
SERVICE REQUESTS – Work performed on an individual basis					
FULL TRIM					
0-6” dbh	per tree	$60.00	$50.00	Decrease	Rarely
7-16” dbh	per tree	$120.00	$100.00	Decrease	Rarely
17-24” dbh	per tree	$300.00	$200.00	Decrease	Rarely
25-36” dbh	per tree	$800.00	$500.00	Decrease	Rarely
37” dbh & over	per tree	$1,200.00	$700.00	Decrease	Rarely
TREE REMOVAL					
Tree and stump removal	per dia inch	$29.00	$49.00	Increase	As needed
Tree removals over 36" dbh	per dia inch	$49.00	$69.00	Increase	As needed
Stump only removal	per inch	$12.00	$19.00	Increase	Rarely
PLANTING					
15 gallon tree	per tree	$195.00	$175.00	Decrease	Increase use
24 inch box tree	per tree	$375.00	$225.00	Decrease	Increase use
36 inch box tree	per tree	$1,195.00	$400.00	Decrease	Not Used
48 inch box tree	per tree	$2,500.00	$800.00	Decrease	Not Used
TREE WATER MONITORING	per tree	$5.00	$20.00	Increase	Not Used
CREW RENTAL					
3 man crew with equipment	per hour	$237.00	$300.00	Increase	Frequently
2 man crew with equipment	per hour	$158.00	$200.00	Increase	Frequently
1 man crew with equipment	per hour	$79.00	$100.00	Increase	Downtown Watering
EMERGENCY RESPONSE					
1 man crew with equipment	per hour	$119.00	$145.00	Increase	As needed

TREE INVENTORY AND SOFTWARE PACKAGE	per tree site	$3.00	$5.00	Increase	Not Used
GPS INVENTORY (40,000 trees)	total	$120,000.00	$100,000.00	Decrease	Not Used
TREE INVENTORY UPDATE	per tree site	$3.00	$5.00	Increase	Not Used
TREE MASTER PLAN	lump sum	$40,000.00	$35,000.00	Decrease	Not Used
ARBORIST TREE EVALUATION REPORT	per tree site	$500.00	$500.00	No Change	As needed
MEETING WITH PROJECT MANAGER	per hour	$ no charge	$ no charge	No Change	
PREPARING TRAFFIC CONTROL PLAN	per plan	$750.00	$600.00	Decrease	Not Used
EQUIPMENT RENTAL	per hour	$119.00	$100.00	Decrease	Rarely
PALM TREE TRIMMING (Service Request)					
Coco palm, any size	per tree	$75.00	$50.00	Decrease	As needed
Washingtonia palm, any size	per tree	$185.00	$100.00	Decrease	As needed
Canary Island Date Palm, any size	per tree	$385.00	$200.00	Decrease	As needed
ROOT PRUNING	linear foot	$25.00	$20.00	Decrease	Not used
ROOT BARRIER INSTALLATION	linear foot	$25.00	$20.00	Decrease	Not used

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0652 **Agenda Date:** 1/18/2022 **Agenda #:** 3.

Agenda Item Wording:
Authorization for the City Manager to enter into a contract with Shape, Inc. of Pleasanton, Ca as a sole source vendor to purchase four (4) 25HP, 480volt 3-phase submersible pump and motors for the Airport lift station in the amount of $200,351.40, and appropriate the funds for payment from the Wastewater Treatment Plant fund (431).
Deadline for Action: 1/18/2022

Submitting Department: Public Works

Contact Name and Phone Number:
Wyndi Ferguson, Interim Public Works Director, wyndi.ferguson@visalia.city, 713-4186

Department Recommendation:
Staff recommends authorizing the City Manager to enter into a contract with Shape, Inc. of Pleasanton, Ca as a sole source vendor to purchase four (4) 25HP, 480volt 3-phase submersible pump and motors for the Airport lift station in the amount of $200,351.40, and appropriate the funds for payment from the Wastewater Treatment Plant Fund (431),

Background Discussion:
The Airport lift station pumps approximately 2 million gallons of raw sewage a day utilizing 4 submersible pumps that rotate the lead position to keep each pump from running 24 hours a day. In November 2021, the lift station experienced a main breaker failure that was later determined to be caused by a catastrophic pump failure. When the pumps were pulled for inspection only one had failed, but within a week, two more had failed, leaving one operational pump. Staff has since rented a pump at a monthly cost of $5300, to keep this lift station operational.

The City currently has a contract with Shape, Inc. to purchase Flygt pumps for our lift stations with a not to exceed amount of $200,000 annually. Staff has currently utilized $29,000 of this contract, with an additional $40,000 on order awaiting shipment. Staff has received a quote from Shape Incorporated, the City's sole source vendor for Flygt pumps, to replace all 4 lift station pumps at a cost of $200,351.40. Based upon the existing contracts process, staff is recommending that the purchase of these pumps be sole sourced to Shape, Inc., outside of their annual contract, to ensure that staff has the ability to continue to utilize the contract for other operational needs.

All of the City's existing sanitary lift stations and several storm lift stations use Flygt pumps, and Shape is the sole distributer and certified repair center for Flygt pumps in Central California. Although these pumps can be purchased from other retailers, those retailers would be purchasing them from Shape, and would not be authorized to provide factory authorized service.

Fiscal Impact:

The cost of this purchase is $200,351.40 and funds are available to be appropriated from the Wastewater Treatment Plant Fund (431) fund balance.

Alternatives:
No other option is recommended.

Recommended Motion (and Alternative Motions if expected):
Staff recommends authorizing the City Manager to enter into a contract with Shape, Inc. of Pleasanton, Ca as a sole source vendor to purchase four (4) 25HP, 480volt 3-phase submersible pump and motors for the Airport lift station in the amount of $200,351.40 and appropriate the funds for payment from the Wastewater Treatment Plant Fund (431).

Attachments:
Shape, Inc Contract (C19014)
Shape, Inc Quote (102389FL)

City of Visalia

Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559) 713-4334

PURCHASE ORDER NO.

This order number must show on all invoices, packing lists, etc: C19014

Original Date: 11/13/18
Revised Date: 12/27/18

VENDOR ID: V00855
VENDOR: SHAPE INC
5115-A JOHNSON DRIVE
PLEASANTON, CA 94588

DELIVER TO: CITY OF VISALIA
WASTE WATER TREATMENT PLANT
7579 AVE 288
VISALIA, CA 93277

TELEPHONE #:
FAX #:
EMAIL:

MAIL TWO COPIES OF YOUR INVOICE TO: CITY OF VISALIA FINANCE DEPT
P.O. BOX 5078
VISALIA, CALIFORNIA 93278

TERMS	BID NUMBER	REQUESTED BY	REQ #
Net 30		Maricela Berrones-Ga	R03003

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		ANNUAL CONTRACT TO PURCHASE FLYGT STORM AND SANITARY SEWER LIFTSTATION PUMPS RENEWABLE FOR UP TO 4 CONSECUTIVE ONE YEAR PERIODS FIRST YEAR NOT TO EXCEED $275,000. SUBSEQUENT YEARS COST NOT TO EXCEED $200,000 PER YEAR. TERM: 11/5/18-11/4/19		
1		INCREASE TO FIRST YEAR CONTRACT OF $50,000 NOT TO EXCEED $325,000 FIRST YEAR SEE ATTACHED APPROVAL		

ACCOUNT NO.	AMOUNT
1010-60000/ -	0.00

SUBTOTAL
DISCOUNT
TAX
FREIGHT
PO TOTAL

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW

E. Forester
AUTHORIZED PURCHASING AGENT

12-31-18
DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. ACCEPTANCE: This Purchase Order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference. Any additions to, changes in, modification of, or revision of this order shall not be effective or binding unless expressed in writing by an authorized agent of the City of Visalia.

2. DELIVERY: All prices reflect F.O.B., Visalia, site in place, unless otherwise stated herein. Since time is of the essence, deliveries are to be made both in quantities and at time specified herein. If vendor's deliveries fail to meet schedule, City of Visalia, without limiting its other rights or remedies, may direct expedited routing at no charge or cancel this order or any portion hereof. Vendor shall be liable to City for all damages, losses, and liability incurred by City directly or indirectly as a result of Vendor's breach. Where City has so authorized in writing, goods may be shipped F.O.B. shipping point, but Vendor shall prepay all shipping charges and list said charges as a separate item on Vendor's invoice. City reserves the right to reject C.O.D. shipments with no penalties to City.

3. SUBSTITUTION: All substitutions(s), partial deliveries and back order(s) require notification to and consent of City Purchasing Agent.

4. PRICE: If price(s) are shown as NOT TO EXCEED/Estimate(s), actual price may not exceed the price shown without authorization from the Purchasing Agent.

5. STATE SALES TAX/FEDERAL EXCISE TAX: City must pay State Sales Tax, unless resale number is stated at time of purchase. City is exempt from Federal Excise Tax – certificate will be furnished upon request.

6. WARRANTY: Vendor expressly warrants that all goods and services shall conform to all specifications, drawings, samples, i.e. description, applicable specification of this order, good merchantable quality, free of material defect, good workmanship, and be fit for the known purpose for which sold. The cost of returning goods found otherwise will be borne by the Vendor.

7. PRICE WARRANTY: In the event Vendor reduces price(s) for article(s) during the term of this order, Vendor agrees to reduce the price(s) hereof correspondingly. Vendor warrants that prices shown on the Purchase Order shall be complete, and no additional charges shall be added without express written consent of Purchasing Agent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

8. INVOICES: Invoices shall be submitted to the City of Visalia/Finance Department, PO Box 5078, Visalia, CA 93278. The Purchase Order Number must appear on all correspondence, i.e. invoices, packing slips, shipping containers, letters. Failure to state purchase order number shall delay payment.

9. DISCOUNT: Cash discount period will date from the receipt of Vendor's invoice by City Finance Department and NOT the date of the invoice.

10. PACKING AND SHIPMENT: All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified.

11. OSHA: This order is subject to all terms and conditions of the Occupational Safety and Health Act of 1970, California OSHA and their present and future amendments. Vendor expressly assumes responsibility for compliance therewith and warrants that all applicable materials, supplies and equipment provided or installed pursuant to this purchase order fully satisfy the requirements of these acts.

12. NON-DISCRIMINATION: The California Fair Employment Practices Act (Labor Code Sec. 1410-1433) Prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, mental condition, marital status, age, national origin or ancestry and is applicable to all employers, employment agencies and labor organizations. The City of Visalia is an affirmative action employer and City requires Vendors and Contractors to comply with applicable laws relating to equal employment.

13. DRUG-FREE WORKPLACE CERTIFICATION: The contractor certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.).

14. FORCED, CONVICT, INDENTURED AND CHILD LABOR: In accordance with PCC Section 6108, contractor warrants that no foreign-made equipment, materials, or supplies furnished to the City pursuant to this contract are produced in whole or in part by or with the benefit of, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.

15. TERMINATION: City may terminate this order or any part hereof for cause in the event of default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of defective products, nonconforming products, and failure to provide City, upon request, with reasonable assurance of future performance shall be causes allowing City to terminate this order. In the event of termination for cause, City shall not be liable to Vendor for any amount, and Vendor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. Acceptance of part of the order shall not oblige City to accept later shipments and not affect its right to return goods already accepted.

16. FORCE MAJEURE: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Government agency, strikes, fires, floods, earthquakes, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

17. INDEMNIFICATION: Vendor, Vendor's employees, or persons under contract to Vendor in the performance of services on City property, or property under City's obligation, shall perform work as an independent contractor. Persons doing such work shall not be considered employees of the City. Vendor shall maintain and require its subcontractor to maintain (1) Public Liability and Property Damage Insurance including contractual liability (both general and vehicle) in amounts set forth in City policy, and (2) Workmen's Compensation Insurance. Vendor shall indemnify, protect, hold harmless and defend City and its employees from any and all claims or liability arising from this contract.

18. WAIVER: City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or City's waiver of any breach hereunder shall not thereafter waive any other terms, condition, or privileges, whether the same or similar type.

19. HOLD HARMLESS: Contractor agrees to indemnify and hold the City and its officers, and agents, and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the Work hereunder, or in any manner, directly or indirectly caused, claimed, occasioned or contributed to, by reason of any negligence or omission of the Contractor, in connection with or incident to or arising out of the performance of this contract.

20. DEFAULT: In case of default by the Vendor of any of the conditions of this contract, the Vendor agrees the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or security, or may invoice the Vendor for excess costs so paid, and prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

21. ASSIGNMENT: Assignment by the Vendor of contract or any part thereof, or of funds to be received hereunder, will not be binding upon the city unless such assignment has had prior written approval and consent of the City. Seller shall not assign this contract, or the right to payment due hereunder, without Buyer's prior written consent.

22. CONTRACT MODIFICATION: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

23. VENUE: This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Tulare County, Visalia, California.

24. DISPUTES: The parties shall deal in good faith and attempt to resolve potential disputes informally. If the disputes persist the contractor must submit to the Chief Financial Officer in writing requesting a resolution.

25. PAYMENT: Payment will be made after receipt of invoice and acceptance of goods and/or services and upon requesting department confirmation of such acceptance. Payment will be made in accordance with the provisions the California Prompt Payment Act, government code Section 927 et. seq. The Act requires the City to pay properly submitted, undisputed invoices within 45 days of receipt.

26. SPECIAL CHARGES: Vendor shall be responsible for the payment of all charges for handling, shipping, packaging, wrapping, bags, containers and related matters unless City has assumed an express obligation therefore by notation on the reverse side hereof.

27. LIENS, CLAIMS, AND ENCUMBRANCES: Vendor warrants and represents that all goods will, when delivered hereunder, be free and clear of all liens, claims, encumbrances, and infringements of any patent, trademark, copyrights, or franchise rights.

December 7, 2018

To: Randy Groom
From: Jim Ross

RE: Authorization to amend contract; add $50K to NTE value

Approval of this memo will authorize staff to add an additional $50,000 to the current not to exceed $275,000 contract with Shape, Inc. for the purchase of sewer lift station pumps. This will allow staff to replace a recently failed pump at the airport sanitary sewer lift station.

On November 5, 2018, Council approved award of a 5-year contract to Shape, Inc. for the purchase of pumps for the storm and sanitary sewer lift stations. The approved NTE value was $275,000 for the first year and $250,000 for successive years. First year value was higher because first year planned projects included the rehabilitation of lift stations that utilize larger, and therefore more expensive, pumps. The airport lift station was not on the project list.

The airport lift station operates with four installed pumps; a fifth pump is stocked "on the shelf" to ensure continuous operation. Prior to contract award, two pumps for this lift station had failed and replacements had been ordered (delivery early January). Subsequent to contract award, another pump failed expectantly. This has left the lift station with only two functional pumps and no spares in inventory. The cost for the spare pump is about $35,000 and was not included in the NTE contract value of $275,000.

Staff is requesting that $50,000 be added to the first year NTE contract value. This will allow purchase of the spare pump for the airport lift station, as well as one or two smaller pumps throughout the course of the year should the need arise.

There are approved CIP projects in the Storm Sewer and Wastewater Funds to cover the additional expense.

I authorize staff to amend the contract with Shape, Inc. to add an additional $50,000 to the first year "not to exceed" value. Amended first year NTE value will be $325,000.

Randy Groom

12/26/2018
Date

City of Visalia
Agenda Item Transmittal

Meeting Date: 11/5/2018

Agenda Item Number (Assigned by City Clerk): 9.

Agenda Item Wording: Authorization to award a sole source annual contract for the purchase of storm and sanitary lift station pumps to Shape Incorporated of Pleasanton, CA., renewable for up to four additional one year terms, in an amount not to exceed $275,000 for the first year and $200,000 for subsequent years.

Deadline for Action: 11/5/2018

Submitting Department: Public Works

Contact Name and Phone Number:
Jim Ross, Public Works Manager, 559-713-4466; jim.ross@visalia.city
Mario Cifuentez, Interim Public Works Director, 559-713-4340; mario.cifuentez@visalia.city

Department Recommendation:
It is recommended that Council authorize staff to award a sole source contract for the purchase of storm and sanitary lift station pumps to Shape Incorporated of Pleasanton, CA. All of City's existing sanitary lift stations and several storm lift stations use Flygt pumps, and Shape is the sole distributor and certified repair center for Flygt pumps in Central California. This is an annual contract renewable for up to four additional one-year terms, in an amount.not to exceed $275,000 for the first year and $200,000 for subsequent years.

Summary:
The City's sanitary sewer and storm sewer systems include 13 lift stations and 35 lift stations, respectively. For the past several years, the City has rehabilitated three or four lift stations per year to ensure that they remain in good working order. Funds for this work are included in the annual CIP budget.

Part of the rehabilitation process includes the rebuilding or replacement of pumps. Over time, all of the sanitary lift stations and many of the storm lift stations have come to utilize Flygt submersible pumps. This happened through the competitive bid process and was not planned. Nonetheless, the high degree of standardization that has resulted has streamlined maintenance work and simplified inventory needs. To capitalize on this development, staff is recommending that Flygt pumps be used during future rehabilitation work.

Shape is the sole factory authorized distributor and certified repair center for Flygt pumps in Central California. Although the pumps can be purchased from other retailers, each of those

retailers can only get the pumps from Shape and only Shape can provide City with factory authorized warranty and repair work.

Background Discussion:
The City's CIP budget includes $840,000 in funding for rehabilitation of the City's lift stations during the current year and $375,000 in subsequent years. Because of the specialized nature of the work, City utilizes private contractors to complete the work. To streamline the process and reduce costs, City pre-purchases the pumps and associated equipment and supplies them to the contractor for installation.

For the 2018-19 fiscal year, three of the largest storm water lift stations are scheduled for rehabilitation.

Location	Pump size	Number of pumps	Pump cost
Cedar @ St. Johns River	60 HP	1	$65,257.33
Chinowth @ Mill Creek	15 HP	2	$61,805.94
Demaree @ Mill Creek	15 HP	2	$123,048.77
	45 HP	1	
Total			**$250,112.04**

Fiscal Impact:
This is an annual contract, renewable for up to four consecutive one-year periods. First year cost not to exceed $275,000; subsequent years cost not to exceed $200,000. Lift stations scheduled for rehabilitation in subsequent years utilize smaller pumps and, therefore, cost less.

Funding for this project is from the City's Wastewater Enterprise Fund and the Storm Water Enterprise Fund and is included in the City's Capital Improvement Program (project No. CP8266 and CP0267)

Prior Council Action: none.

Other: N/A.

Committee/Commission Review and Action: None

Alternatives:
Reject sole source contract and follow competitive bid process, which would delay project several months and could result in less standardized equipment.

Attachments:
- Letter from Flygt confirming Shape as the sole distributor in Central California.

Recommended Motion (and Alternative Motions if expected):

I move to authorize staff to award an annual contract for the purchase of storm and sanitary lift station pumps to Shape Incorporated of Pleasanton, CA, in an amount not to exceed $275,000 for the first year and $200,000 per year for each renewable period thereafter.

Copies of this report have been provided to: none

Environmental Assessment Status

CEQA Review: N/A

FLYGT
a xylem brand

Grant Stayberg
Territory Manager
Xylem Water Utilities
Flygt Products
4109 NE 107th St.
Vancouver, WA 98686
(503)706-0601
Grant.Stayberg@xyleminc.com

October 23, 2018

Subject: Flygt Sole-Source Authorized Distributor

To: Rick Paredez
City of Visalia

This letter is to inform you that Shape Inc. is your exclusive factory authorized distributor for Flygt equipment. Shape Inc covers the counties of Tulare, Kings, Fresno, Madera and Mariposa. Shape's address is 119 Val Dervin Parkway, Stockton, CA 95206 and phone number (209) 234-5909.

I am confident Shape Inc. will provide expert advice in a professional manner for all of your pumping needs. Thank you for your interest in Flygt Products and Services. Please call if I can be of further assistance.

Sincerely,

Grant Stayberg

Grant Stayberg
Territory Manager

QUOTATION

PLEASANTON

Pleasanton, CA 94566
Phone (925) 485-9720
Fax (925) 485-6085

STOCKTON

119 Val Dervin Parkway #2
Stockton, CA 95206
Phone (209) 234--5909
Fax (209) 234-5913

City of Visalia
Wastewater Treatment Plant
7579 Ave. 288
Visalia, CA 93277

DATE: 11/22/2021
QUOTE #: 102389FL
JOB: City of Visalia – Airport Sanitary Sewer Lift
LOCATION: Visalia

Page (1) of (2)

ATTN: Rick Paredez - Rick.Paredez@visalia.city
PHONE: 559-799-5007
Fax:

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON THE BACK HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.

☒ F.O.B. FACTORY
☒ F.F.A. TO FIRST DESTINATION

QTY	ITEM	PRICE
	New High Flow Rate Flygt pump/motor units will have an estimated pumped Flow of 2800 GPM @ 3000 GPM @ 28.2 – 26.7TDH, with a static lift of 16.2 ft.	**Sub-total Price $179,840.00 Not including sales tax or freight**
4	**Flygt Pump** 10" NP3171.095-613LT Impeller, 25 HP, FM-Explosion Proof Rated, 480 volts 3-phase, 30 FLA, FLS, 50 ft. Power/Sensor Cable, **"N" Impeller & Cutter Plate will be constructed out of hard iron** Weight: 970 lbs., factory standard painting system	
4	Lot: Accessories to include 10x10 base discharge elbows, 30' SS Lifting Chain with shackles. Upper Guide rail brackets.	

SHAPE INC.

Jerry Eaves

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS.

Rev. 01/98

See attached page for Shape, Inc. terms and conditions

SHAPE INCORPORATED

QUOTATION

1	City of Visalia – $ 179,840.00 x 8.50% Sales tax = $ 15,286.40 sales tax owed Start-up Service for Four (4) pump/motor units $ 2400.00 Freight FOB Visalia, CA – non-taxable **<u>NOTES:</u>** **1. Price includes freight: FOB Factory** **2. Price does not include taxes** **3. Price does not include: installation, equipment unloading, guide bars, pipe, valves, conduit, basin, anchor bolts, control panel, or any other items not listed.** **4. *<u>ESTIMATED</u>* delivery of equipment A) PUMPS 12-16 WEEKS** **5. See 2nd page for Shape, Inc. terms and conditions of sale.**	**$15,286.40** **$ 2,400.00** **$ 2,825.00**

SHAPE INC.

_____

Jerry Eaves

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See attached page for Shape, Inc. terms and conditions

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0660 **Agenda Date:** 1/18/2022 **Agenda #:** 4.

Agenda Item Wording:
Authorization for the City Manager to enter into a sole source contract with Telstar Instruments for upgrades to the Water Reclamation Facility (WRF) and Sewer Collections Supervisory Control and Data Acquisition (SCADA) system in the amount of $243,329.00 and an appropriation from the Wastewater Treatment Plant fund (431).
Deadline for Action: 1/18/2022

Submitting Department: Public Works

Contact Name and Phone Number: Click or tap here to enter text.
Brad Crim, WWTP Superintendent, brad.crim@visalia.city, 713-4176
Wyndi Ferguson, Interim Public Works Director, wyndi.ferguson@visalia.city, 713-4323

Department Recommendation:
Authorize the City Manager to enter into a sole source contract with Telstar Instruments for upgrades to the Water Reclamation Facility (WRF) and Sewer Collections Supervisory Control and Data Acquisition (SCADA) system in the amount of $243,329.00 and appropriate the funds from the Wastewater Treatment Plant fund (431).

Background Discussion:
The SCADA system monitors the operations of the WRF, as well as the collections system lift stations, on a minute-to-minute basis. It is the system that lets staff know when operational equipment has failed. Staff sets the alarm conditions per their expertise and experience, but the SCADA system monitors every aspect of those conditions. If/when a condition occurs that warrants an alarm, the SCADA system will automatically call staff to let them know an alarm exists. Without this system the WRF and Collections operations would need to have staff physically monitoring all parameters for each lift station, pump, tank, or blower on a constant basis in order to operate.

Currently, the WRF and Sewer Collections both have SCADA systems, but they operate using two separate computer systems. Each system is slightly different in what it displays, however, both systems run on the same software. The SCADA system consists of three independent computer programs; Wonderware, InTouch, and Win911.

Wonderware is the “central brain” program. It takes the information coming in from all the instruments and equipment throughout the plant/collection system and compiles it into one centralized source. It runs the equipment in the plant and collection system minute to minute based on parameters determined by Staff.

InTouch is the Human-Machine Interface (HMI) that allows Staff to communicate with Wonderware in a way that allows for a visual representation of equipment and processes within the plant and lift

stations. It allows City Staff to input or change parameters within Wonderware and visually see the effect that those changes have made.

Win911 is an auto-dialer program. Wonderware tells Win911 when something has gone wrong in the operational system, then Win911 uses telecommunication to call staff to let them know what is in alarm, whether it be a lift station that no longer has a pump running, or a tank level in the plant is higher than allowed, etc.

The City currently pays for Wonderware and InTouch twice. Once for the collection system, and once for the WRF. These costs encompass 24-hour support, software updates, and licensing fees. The City only pays once per year for Win911's licensing fee. This is because Win911 no longer supports the older version the City is working with. For reasons unknown to the current staff, a newer version of this software was never installed during the plant expansion, thus the software system is no longer being supported, meaning the SCADA system is even further behind than staff originally suspected.

These two SCADA systems can be combined into one system that would run both the collections system and the WRF, thus lowering the cost for annual support and licensing.
However, because these systems still rely on analog technology, they cannot be upgraded to digital technologies separately. The entire system needs to be rebuilt so that the fiber optic network that was laid down during the plant expansion can be utilized inside the plant as well as provide connectivity in the future throughout the city. This requires building new servers for the programs, entering digital information specific to the plant and collection system, and then switching to the new servers.

The City currently has a contract with Telstar Instruments to perform repairs and maintenance on Collections and WRF instruments and computer programs in the field, with a not to exceed amount of $250,000 annually. The work required to upgrade the SCADA system falls within the scope of their contract, however, staff recommends that this emergency upgrade be sole sourced to Telstar Instruments outside of their annual contract to ensure that staff has the ability to utilize the contract for their daily operational needs.

Fiscal Impact:
The cost of this purchase is $243,329.00 and will need to be appropriated from the Wastewater Treatment Plant Fund (431) fund balance.

Alternatives: Do not proceed, or delay the upgrade. These options will leave the plant vulnerable to the out of date system in place, which may lead to increasing incidents of poor communication or computer server failures. These failures incur overtime from staff, and potentially large fines from State and Federal agencies. A recent example occurred in November 2021 when the pumps at the Airport lift station failed, and due to a communication glitch the SCADA system failed to inform staff. We had experienced a main breaker fault that was caused by a pump failure. This happened after hours, and due to an observant Maintenance Worker out on an unrelated call, we were able to avoid overflowing raw sewage into a ponding basin that would have resulted in an extremely costly remediation, as well as incurred large fines from the Regional Water Board.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to enter into a sole source contract with Telstar Instruments for upgrades to the Water Reclamation Facility (WRF) and Sewer Collections Supervisory Control and Data Acquisition (SCADA) system in the amount of $243,329.00, and appropriate the funds from the

Wastewater Treatment Plant fund (431).

Attachments:

Telstar Contract (C18069)

Telstar Quote SR20-39076

Annual Contract for Instrumentation and Electrical Services Maintenance and Repair for the Water Conservation Plant and Collection
(City of Visalia RFP-17-18-24)

This Agreement, entered into and effective this 13th day of April, 2018 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Telstar Instruments hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is Telstar Instruments with a primary business address of 202 S. Douty, Hanford, CA 93230 and SSN or EIN: 94-2785168 ; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:
The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR , be extended annually thereafter for four (4) consecutive one-year periods. "Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:
The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	Annual Contract for Instrumentation and Electrical Services Maintenance and Repair for the Water Conservation Plant and Collection (City of Visalia RFP-17-18-24
Attachment 4	CONTRACTOR's Proposal in response to Bid No. 17-18-24
Attachment 5	Fee Schedule

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:
CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 14-15-69.

4. CITY COMMITMENTS:
CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:
CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	$ Per Contractors Attached Fees
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: 3/26/2018 By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: 4/13/18 By: _____
City Manager

Dated: 4-9-2018 By: _____
City Attorney

Dated: 4.5.18 By: _____
City of Visalia Risk Manager

Dated: 4/3/18 By: _____
City of Visalia Project Manager

Attachment 1
GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA 707 W. Acequia Ave. Visalia, CA 93291 Attention: City Clerk	Telstar Instruments 1717 Solano Way #34 Concord, CA 94520 Attention: Contract Department

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined

by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

J. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

K. **Firearms Prohibited:** Guns may not be carried by contractors /vendors/ consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

Attachment 2

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

   (1) bodily injury;
   (2) personal injury;
   (3) broad form property damage;
   (4) contractual liability;
   (5) cross-liability;
   (6) products and completed operations liability

4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**
All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. **Proof of Coverage.**
CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

Contractor License #422364
Contractor DIR #1000000899

CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE

December 8, 2021

Visalia WWTP
7579 Avenue 288
Visalia, CA 93277
Sent via Email: craig.perry@visalia.city

Attn: Craig Perry
Subject: WWTP SCADA Upgrade
Reference: SR20-39076

Drawings: N/A
Specifications: N/A

Dear Craig,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). WWTP SCADA Upgrade.

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

1. Upgrade the existing WWTP-Wonderware System platform application to WW system Platform version 2020 R2. This scope will match the existing programming and functionality.

2. Upgrade the existing Collection System - Wonderware standalone InTouch application to Wonderware system platform. Telstar will upgrade the existing Wonderware program to version 2020 R2. This upgrade included object-based tags configuration and redevelopment of the SCADA screens. This scope will match the existing programming and functionality.

    a. *Note: Due to differences in WWTP SCADA and Collections SCADA platforms, Collections System screens and addressing will be recreated on the System Platform.*

3. Computer hardware, VM software/Configuration/Licensing, OS licensing is excluded in this scope (Provided by City IT) Wonderware, Win 911 and any other software licenses are excluded (Provided by City IT under Current Service support contract with the manufacturer)

4. Telstar will coordinate with City IT and provide Virtual Machines requirement /configurations for Wonderware application to use. The City IT will be responsible to provide the systems VM's for this upgrade.

5. Upgrade existing WWTP-Wonderware Historian to Wonderware Historian 2020 R2. This scope will match the existing programming and functionality.
6. Integrate Collections InTouch application tags into the new WWTP Historian. The existing historical data will be accessible only on the old InTouch system. New Collections System data will be accessible in the new Historian.
7. Upgrade existing WWTP legacy Win 911 Dialer Software to current Web interface-based version. Utilize VOIP or Cellular communication to replace existing analog phone lines. Telstar will provide the Modem. If Cellular is required, the City will need to provide the Sim Card.
    a. Migrate existing Collections ScadaPhone application into the newly upgraded Win 911 Web interface-based version.
8. Update six (6) Wonderware clients to Wonderware version 2020 R2. Client hardware provided by City IT.
9. Setup and troubleshoot remote access for operators with Visalia IT group.
    a. *Note: Remote access and ethernet alarm communication depends on access provided by the Citys IT.*
10. Telstar will demonstrate the functionality of both WWTP and Collections applications with the Operations Team in parallel with the existing system for 7 days. No PLC programming is included nor required at this time.
11. Telstar has considered 16 hours of onsite operation training for Wonderware and win 911 applications.

Lump Sum Price for this Scope.....$243,329.00
Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED

This quotation is based on Customer's representation that this IS NOT a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

a. Material price is valid for **sixty (60) days** from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)
b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
e. Telstar is supplying only equipment specified and noted above.

f. PLC modifications are excluded in this scope.

g. Reporting software changes are excluded in this scope.

h. Please reference the above stated quote number in all correspondence and purchase orders.

TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall are deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

TELSTAR'S COVID AND INDUSTRY CLAUSE RE: MATERIAL PRICING AND DELIVERY: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to COVID-19 staffing, a shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Telstar reserves the right to amend the delivery date and the price of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Konor Meeks & Suresh Patil
Hanford Branch Manager & Programming Manager
Telstar Instruments
(559) 584-7116

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0663 **Agenda Date:** 1/18/2022 **Agenda #:** 5.

Agenda Item Wording:
Authorize City Manager to execute Operations and Management Agreement of the Plaza Park Raceway with Morse Racing Promotion LLC for one (1) year.
Deadline for Action: 1/18/2022

Submitting Department: Community Services

Contact Name and Phone Number: Jeremy Rogers, 4042, Devon Jones, 4190

Department Recommendation:
Authorize City Manager to execute Operations and Management Agreement of the Plaza Park Raceway with Morse Racing Promotion LLC for one (1) year.

Background Discussion:
The City and Morse Racing Promotions (MRP) entered into an Operations and Management Agreement effective January 2017 for Plaza Park Raceway. MRP operates, manages, and maintains the Raceway to provide racing events. The Agreement term was for three years with two additional one-year periods. That agreement expired at the end of 2021. Staff is recommending remaining with MRP for one more year as City staff evaluates the facility and options for use of the facility moving forward. The needed site analysis is being proposed as a 2022/23 CIP item.

The proposed contract calls for MRP to pay $975 to the City for each primary racing event, $100 for each practice event, and $500 for all non-racing events. Racing events shall be limited to 28 events per year.

The City of Visalia has been leasing Plaza Park Raceway to an outside vendor for over 18 years to utilize the arena for the purpose of providing vehicular races on the dates and times set annually and at the sole discretion of the City. Racing schedules are to be submitted to the City no later than January 5th of each year and shall be approved by the Parks and Recreation Commission at a regularly scheduled meeting. Unless prior arrangements have been made with the City, the operator shall have the right to use the arena for racing and related activities only between the hours of 5:30 p.m. and 11:00 p.m. on scheduled race nights. Below is the 2022 schedule that was approved by Parks and Rec Commission on Jan 11, 2022

March 4th	May 6th	August 26th
March 5th (Sat.)	May 13th	September 9th
March 18th	May 20th	September 16th
March 25th	June 3rd	September 23rd
April 1st	June 10th	September 24th (Sat.)
April 8th	June 24th	

April 15th	July 1st
April 22nd	August 12th
April 29th	August 19th

More race dates can be added with the approval of the Parks and Recreation Commission. The track operator may also schedule practice sessions for individual racers on Wednesdays between the hours of 5:30 p.m. to 8:30 p.m. during the racing season. The operator is expressly prohibited from providing any other service or producing any other event without obtaining the prior written consent of the City at least sixty days in advance of the proposed event.

Fiscal Impact:
Revenue from racing events for 2022 estimated at $22,425, additional revenue may be seen from practice events or the addition of more races or events.

Prior Council Action: 1.19.21 - approved one year contract amendment, 11.7.16 - authorized staff to negotiate a contract for the operation of Plaza Park Raceway

Other: N/A

Alternatives: Per Council direction

Recommended Motion (and Alternative Motions if expected):
I move to authorize City Manager to execute Operations and Management Agreement of the Plaza Park Raceway with Morse Racing Promotion LLC for one (1) year.
Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Draft Operations and Management Agreement

Operations and Management Agreement
Between Plaza Park Raceway, LLC
and the CITY of Visalia
Regarding Plaza Park
Raceway

This AGREEMENT made and effective January 1, 2022, by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY"), and Morse Racing Promotions, a Limited Liability Corporation (hereinafter "VENDOR").

RECITALS

WHEREAS, CITY owns the real property and improvements located at 700 S. Plaza Drive, which is known as the Plaza Park Raceway, hereinafter "ARENA"; and

WHEREAS, the purpose of this AGREEMENT is to document the terms and conditions under which the management and operations of the ARENA will occur.

NOW, THEREFORE, based upon the terms contained herein, the parties agree as follows:

1. PURPOSE:
Operate, manage, and maintain ARENA and provide staff and programs, therefore.

The ARENA shall be used by the VENDOR for the purpose of providing vehicular races on the dates and times set annually and at the sole discretion of the CITY. Racing events shall be limited to 28 events per year and restricted to Fridays with the exception of up to four (4) Saturday evening races per year and two (2) Sunday evening races per year. Racing schedules must be submitted with an "Annual Operational Report" to the CITY no later than January 5th of each year and shall be approved by the Parks and Recreation Commission at their regularly scheduled meeting on the second Tuesday in January. In the event that dates must be cancelled due to natural occurrences or unforeseen circumstances, additional dates may be granted by the Community Services Director. The VENDOR is permitted to schedule practice sessions for individual racers on Wednesdays between the hours of 5:30 p.m. to 8:30 p.m. during the racing season. A practice session is defined as a non-competitive use with a single vehicle on the track at a time. The VENDOR is expressly prohibited from providing any other service or producing any other event without obtaining the prior written consent of CITY at least sixty days (60) in advance of the proposed event.

2. HOURS OF OPERATION:
Unless prior arrangements have been made with CITY, the VENDOR shall have the right to use said ARENA for vehicular motor racing and related activities only between the hours of 5:30 p.m. and 11:00 p.m. on scheduled race nights. This AGREEMENT does not authorize overnight camping.

3. TERM OF AGREEMENT:
The term of this AGREEMENT shall be one (1) year, commencing on January 1, 2022, and ending on December 31, 2022, unless earlier terminated as provided herein.

4. AUTHORIZED AGENTS:

The primary contact person on behalf of the CITY shall be the Community Services Director, City of Visalia Community Services Department, 345 N. Jacob Street, Visalia, California, 93291, (559) 713-4042. The primary contact of behalf of the VENDOR shall be Brandon Morse, Morse Racing Promotions, LLC, 939 E. LaSalle Avenue, Visalia, California, 93291, (559) 333-3234.

5. TERMINATION:

CITY shall have the right to terminate this AGREEMENT by giving VENDOR thirty (30) days prior written notice by either personal delivery or first-class mail, postage prepaid, specifying the effective date of termination.

Either party shall have the right to terminate this AGREEMENT based on the other's failure to comply with the terms, covenants and requirements contained herein. Prior to termination, the non-breaching party shall provide written notice to the other identifying the breach and providing for thirty (30) calendar days to cure. If not cured within that timeframe, the AGREEMENT shall be deemed terminated.

6. GROUNDS AND FACILITIES:

CITY hereby permits VENDOR to use the ARENA and grounds surrounding same in partial exchange for the operations contemplated herein and under the terms and conditions specified herein. The CITY, its officers, employees, or agents, shall have the right to enter into and upon the ARENA at all times, with CITY identification, and to protect any and all rights of the CITY. VENDOR shall supply CITY with key and alarm code to gain access for repairs and routine maintenance inspections. City shall notice VENDOR twenty-four hours in advance of scheduled inspections or access needed for maintenance purposes, emergency situations requiring immediate access exempted. To generate additional revenue and in furtherance of the purposes stated herein, VENDOR may license the use of space within the facility and receive the revenue therefore subject to CITY approval and subject to each of the terms contained herein. CITY approval shall not be unreasonably withheld. This AGREEMENT does not extend to use of the parking lot, grass areas adjacent to the ARENA or along CITY streets. All operations must be contained within the ARENA fencing.

VENDOR shall conform to all state and/or local laws and ordinances regarding the premises without limitations, including compliance with the local sound ordinance.

VENDOR shall not make any modifications or additions to the seating area of the ARENA without the prior written authorization from CITY. VENDOR acknowledges that they are not allowed to add additional seating areas to the grandstand or around the racetrack, whether by making additional seating areas in the grandstand or creation of platforms.

7. VENDOR'S MAINTENANCE OF ARENA:

VENDOR shall be responsible for all routine maintenance and repairs of the ARENA. VENDOR shall maintain the ARENA free and clear of all trash, weeds, litter and other debris and shall power wash grandstand seating area at least once per year. VENDOR shall be responsible for the elimination of graffiti placed on any of the ARENA structures within forty-eight (48) hours of notice, including, but not limited to walls and fences.

VENDOR shall pay all expenses for preparation and maintenance of the ARENA. VENDOR must erect and/or maintain safeguards along track and grandstand area as deemed necessary by the CITY. VENDOR must replace and repair any damage to property and grounds within forty-eight (48) hours after each use to the satisfaction of the CITY.

All areas (grandstands, parking lots, grass areas) used by VENDOR, VENDOR's participants, or spectators, are to be cleaned no later than twenty-four (24) hours following each event. If areas are not cleaned to CITY standards and expectations, the CITY will clean or contract with an agency to perform clean up and will charge the direct cost plus 25% to the VENDOR.

The VENDOR shall furnish, install, operate and maintain all equipment, fixtures, vehicles and other improvements made to the ARENA in good order, condition and repair. The VENDOR shall also keep all premises, furniture, fixtures and equipment in good order, condition, and repair. When this AGREEMENT is terminated, the VENDOR will vacate the premises leaving them in good order, condition, and repair, free of any hazardous material or waste and in good condition satisfactory to the CITY.

VENDOR has reviewed the earthwork berm that the grandstand is located on with the CITY and acknowledges that if the earthwork erodes further, the CITY may terminate this AGREEMENT with VENDOR immediately without the specified thirty (30) day notice listed in Section 5 of this AGREEMENT or alternatively order VENDOR to cancel all scheduled events until CITY can arrange for repairs of the earthwork. If termination of this AGREEMENT or cancellation of any scheduled events is due to such an issue, then VENDOR agrees that it has no right or claim against CITY for any lost profits, contractual losses, or reimbursement of any expenses if termination or cancellation impacts scheduled events.

VENDOR agrees to inspect the grandstand and earthwork supporting the grandstand prior to any event or practice held at the ARENA. This inspection shall be to confirm whether any structural issues, including but not limited to cracking, holes, or other signs of erosion have appeared in these areas. If VENDOR notices any signs of damage, then VENDOR shall cancel the scheduled event and notify CITY to request additional inspection.

8. CITY'S MAINTENANCE OF ARENA:

Major maintenance and repairs to the facility shall be the responsibility of the CITY; this includes water service to the site, electricity to the site and maintenance and repairs to permanent structures and CITY owned improvements. The CITY shall make all necessary major repairs and maintenance to the extent funds are authorized and allocated for specified improvements by the City Council for CITY. Major repairs and maintenance shall be limited to structures, paving, plumbing to the facilities and electrical service up to and including the main panel and overhead arena lighting fixtures. Graffiti in the park or common areas, such as the back of the grandstand concession facility shall be the responsibility of the CITY.

CITY has reviewed the erosion of the earthwork upon which the grandstand is located on with the VENDOR. Presently CITY has concluded that the structure is currently sound but will conduct regular inspections of the grandstand and supporting earthwork during the term of this AGREEMENT. VENDOR shall cooperate with CITY in scheduling these inspections. If the erosion continues to worsen then CITY may be required to terminate this AGREEMENT without notice or

in the alternative require VENDOR to cancel all events and usage of the ARENA until repairs can be made.

9. OWNERSHIP OF PROPERTY AND EQUIPMENT:
Certain existing property at the ARENA is owned by Morse Racing Promotions, LLC. This personal property includes the following: track (dirt material that comprises race surface), crash wall/rail and catch fence, scoreboard, ticket booths, storage containers, vehicles and equipment, concession appliances, equipment and inventory and raceway signage. Upon written notice, VENDOR agrees to remove all of their property, supplies, and equipment within thirty (30) days of the conclusion or termination of this AGREEMENT.

10. IMPROVEMENTS:
Throughout the original term of this AGREEMENT and any extension to the AGREEMENT, the CITY agrees that the racetrack is the personal property of the VENDOR. When the AGREEMENT is concluded, the VENDOR shall remove the racetrack at its sole expense. The ARENA must be left clean, flat, and level to its original grade. At the CITY's option, the VENDOR may leave the track and/or other facilities or items that shall become the sole, unencumbered property of the CITY.

VENDOR shall have the option, at its own expense and upon written approval from CITY, to undertake future improvements and major repairs and maintenance to the arena and its facilities. Any improvements requested by the VENDOR to ARENA must be requested in writing with necessary plans/drawings. Only upon approval by the CITY may the VENDOR alter the ARENA at its own cost. All permanent improvements made to CITY facilities shall revert to the CITY's ownership at the end of the AGREEMENT. VENDOR shall be responsible for obtaining any required building permits required by the City of Visalia.

VENDOR hereby acknowledges the title of CITY in and to the premises in the AGREEMENT, including legal property improvements erected thereon and hereby covenants and agrees never to assail, contest or resist said title with the exception of said racetrack.

11. NON-EXCLUSIVE RIGHT:
The CITY shall have the right to contract with other individuals for use of the ARENA. Specifically, CITY shall have the right to contract with an individual or entity, or otherwise authorize special events at the ARENA during the term of this AGREEMENT, so long as those special events are conducted in a manner consistent with the terms and conditions of this AGREEMENT.

VENDOR may grant others the right to promote special events. If this should occur, the VENDOR shall charge others only those fees and charges for rents, services, and deposits as previously approved, in writing, by the CITY. Said fees and charges shall be submitted and approved by the CITY a minimum of sixty (60) days in advance of the event. Secondary users must provide the CITY with insurance certificates meeting the requirements set forth in Section 24 of this Agreement for Commercial General Liability and Property Damage naming the City of Visalia as "additionally Insured." The City of Visalia shall also require Liquor Liability Insurance if the secondary vendor is proposing to sell alcohol. All secondary vendors must provide a description of proposed activities to the City at least sixty (60) days in advance of the event and shall be responsible for

meeting any additional insurance requirements requested by the City of Visalia Risk Management Division depending on the specific activities proposed by the secondary vendor.

12. USE BY THE CITY:
The CITY reserves the right to use the ARENA for other programs and events but shall not schedule motorized racing events that would compete with VENDOR's operation. The VENDOR will surrender the premises to the CITY on predetermined dates selected by the CITY giving the VENDOR a minimum of a sixty (60) day notice. At the time that the CITY uses the facility, the VENDOR shall have left the premises free of all litter, trash and other debris and with all of the fixtures and facilities in good order and repair. A mutually agreed upon utility reimbursement for CITY's use shall be credited to the VENDOR.

13. PAYMENTS TO THE CITY:
The payment to the CITY shall be nine hundred and seventy-five dollars ($975.00) for each primary racing event for the 2022 season. The payment for practice days shall be one hundred dollars ($100) per practice event. Secondary uses of the facility by VENDOR or a third party shall be five hundred dollars ($500) per day. Any cancellations or modifications to the approved schedule must be reported to CITY by the last date of the month to ensure accurate billing. Utility charges shall be invoiced quarterly. All payments are due thirty (30) days from invoice by CITY.

Each payment is due to CITY 30 days from the invoice date. All payments not received by the due date shall be subject to a two percent (2%) late fee penalty of the full amount due.

VENDOR shall pay all expenses associated with operation of premises, including utility fees, all necessary staff, offices, security, personnel, tools, supplies and equipment for the safe and efficient operation of the Raceway program. VENDOR will provide all necessary personnel, equipment, supplies and concession operations to serve the general public as well as participants in the pit area of the facility, ensuring that the areas meet applicable codes and regulations pertaining to their operation.

14. DESTRUCTION OF THE FACILITIES:
If the ARENA shall be wholly destroyed by fire or other casualty, the CITY may elect not to rebuild the same and may terminate this AGREEMENT by delivering written notice of such election to VENDOR within six (6) months of the occurrence of such destruction. The City shall not be responsible for any property owned by the VENDOR. If any of said ARENA shall be partly or completely destroyed or damaged by fire or other casualty, the CITY shall not be required to repair the same.

15. SURRENDER:
Upon the termination of this AGREEMENT, VENDOR shall surrender possession of the ARENA to the CITY and shall, at the time of surrender, leave the facility in as good order and condition as said facility was at the inception of this AGREEMENT, ordinary wear and tear, and damage by the elements, fire, earthquake, flood, act of God, or public calamity, excepted. Upon written notice, the VENDOR agrees to remove all of their property, supplies and equipment within thirty (30) days of the conclusion or termination of this AGREEMENT.

16. QUIET ENJOYMENT:
VENDOR shall not cause or permit any act or thing to occur on the premises which shall constitute a nuisance, an unlawful act, or a disturbance to the quiet enjoyment of the CITY or any tenant of the CITY on adjacent or neighboring properties. The VENDOR must abate or otherwise said nuisance to be eradicated within SEVENTY-TWO (72) hours from receiving a written notice from the CITY that a nuisance exists.

In the event that the VENDOR has not either (a) taken corrective action within seventy-two (72) hours, or (b) filed an appeal with the CITY within seventy-two (72) hours, the CITY may enter and abate said nuisance to the expense of the VENDOR without any liability whatsoever to the CITY for monetary loss or anticipated profits of the VENDOR or others. Said appeal to the CITY shall be made in writing and be received by the CITY within seventy-two (72) hours after the VENDOR received notice of said nuisance.

17. UTILITIES AND SERVICES:
VENDOR shall be responsible for the payment of utility charges including electrical, telephone and internet service, natural gas, trash collection and alarm system. CITY shall read electrical meters, calculate utility charges and invoice VENDOR for actual use on a quarterly basis. Electricity charges will be paid by VENDOR upon invoice from the CITY.

18. FOOD, BEVERAGE AND MERCHANDISE OPERATION:
VENDOR agrees that they will operate and manage the services and facilities in a reasonable business manner during the entire term of this AGREEMENT. Where such facilities are provided, VENDOR agrees that they will furnish and dispense foods and beverages of the best quality and shall maintain a high standard of service at least equal to or exceeding that of other similar establishments and consistent with prevailing industry standards.

VENDOR must obtain and maintain all necessary permits required for the operation of a concession facility, including Health Department Permits, business license, alcohol beverage control licenses and others as applicable.

VENDOR shall be responsible for any and all controlled substances brought onto the premises by VENDOR or by VENDOR's authorization. VENDOR shall comply with all federal, state and local regulations regarding the use and storage of controlled substances.

CITY reserves the right to prohibit the sale or rental of any item that it deems objectionable or beyond the scope of merchandise deemed necessary for proper services.

19. CODE OF CONDUCT:
VENDOR shall develop rules and regulations for the governing of race events entitled "Code of Conduct," that shall be approved by the CITY and enforced by the VENDOR. Such rules and regulations were set forth in RFP No. 10-11-43 and incorporated by reference as though fully set forth herein and shall be changed only with the written consent of the CITY.

20. SECURITY AND EMERGENCY PERSONNEL:
VENDOR shall provide a minimum of four (4) security guards for each racing event or

one security guard for every one hundred and fifty (150) people in attendance, whichever is greater. The CITY has the sole discretion to require the VENDOR to provide more security guards for other types of events.

VENDOR must have appropriate emergency response system for injury and fire including all applicable personnel.

21. INSTALLATION OF SIGNS:
VENDOR may install, operate and maintain non-illuminating advertising signs facing the inside of the premises occupied by the VENDOR, and at such other places(s) in the ARENA area as may be mutually agreed upon by the CITY and the VENDOR. Any sign installed, operated and maintained by the VENDOR will be the VENDOR's total financial responsibility. No signage may be placed in a position so that it faces outside of the ARENA without the written authorization of the CITY. Prior to installation of any signs, the VENDOR shall obtain the written approval of the CITY as to the sign's size, design and location, and the VENDOR shall obtain any and all necessary permits from the Planning Division in compliance with City of Visalia ordinance.

22. NEGATION OF PARTNERSHIP
The CITY shall not become or be deemed to be a partner or joint venture with the VENDOR other than the relationship of a landlord or a tenant. The VENDOR shall not be considered an agent, an officer, or an employee of the CITY.

23. STANDARD OF SERVICE:
The VENDOR shall be responsible for the following standards of service:
a. All employees and other personnel who perform work for the VENDOR shall be neat and clean in appearance and courteous to all persons. The VENDOR shall be neat and clean in appearance and courteous to all persons. The VENDOR shall not permit any of their employees to conduct business in an offensive or objectionable manner.
b. The VENDOR shall be required to follow all reasonable rules and regulations of the CITY concerning the management, operation or use of the ARENA, including, but not limited to, the "Code of Conduct".

24. INSURANCE:
a. Required Policies: VENDOR agrees to immediately secure and maintain during the term of this AGREEMENT, and prior to commencement of any special event or work hereunder, insurance coverage as follows:
   i. Worker's Compensation: Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per incident. Such insurance shall comply with all applicable state laws.
   ii. Commercial General Liability and Property Damage: Commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include products/ completed operations liability, owner's and agency's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage.
   iii. Commercial Automobile Public Liability and Property Damage:

Automobile Public Liability and Property Damage Insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

iv. Liquor Liability Insurance with a limit of not less than One Million Dollars ($1,000,000) per occurrence.

b. Additional Insured: The General Liability/Property Damage & Automobile Liability/Property Damage policies shall:

i. Name CITY, its appointed and elected officials, officers, employees and agents as additional insureds;

ii. Be primary with respect to any insurance or self-insurance programs maintained by CITY;

iii. Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability;

iv. Contain standard cross-liability provisions.

c. No Material Change, Termination or Expiration without Notification: Each required policy shall provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to CITY.

d. No Subrogation: Each required policy shall be endorsed to include a waiver of subrogation against the CITY, its officers, officials, agents and employees.

e. Duration: This insurance shall be maintained during the Term of this Agreement until the Term expires, if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the AGREEMENT Term period. VENDOR shall replace such certificates for policies expiring prior to the expiration of the Term of this AGREEMENT and shall continue to furnish certificates on an annual basis, when utilizing claims-made form(s).

f. Failure to Maintain Insurance: If VENDOR for any reason fails to maintain insurance coverage which is required pursuant to this AGREEMENT; the same shall be deemed a material breach of this AGREEMENT. CITY, at its sole discretion, may terminate this AGREEMENT and obtain damages from VENDOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to VENDOR, may deduct from monies agreed to be provided to VENDOR hereunder any premium costs advanced by CITY for such insurance.

25. INDEMNIFICATION:

VENDOR agrees to indemnify and save harmless CITY and its officers, appointed and elected officials, agents, employees and assigns from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of this AGREEMENT, including but not limited to delivery and unloading of supplies and equipment and the use of the ARENA by VENDOR or invitees of VENDOR such as spectators and persons participating in events, regardless of the passive, concurrent negligence on the part of the CITY or anyone acting under its direction or control or on its behalf. It is further the intent

of the parties that this indemnification requirement is not intended to relieve the CITY from liability for the active negligence of the CITY, its officers, appointed and elected officials, agents, and employees. This hold harmless clause is in no way an admission of liability on the part of the CITY, or any of its officers, officials, agents, or employees.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

26. INDEPENDENT CONTRACTOR:
VENDOR represents it is a limited liability corporation and agrees that all employees, agents, subcontractors, independent contractors hired in furtherance of the programs and activities of VENDOR are hired by VENDOR and not by CITY and are not employees, agents, or subcontractors of CITY.

27. NON-DISCRIMINATION:
VENDOR shall not discriminate in employment practices or provision of services hereunder on the basis of race, color, national origin, ancestry, gender, religion, disability, or political affiliation.

The VENDOR shall furnish its accommodations and/or services on a fair, equal and just basis to all public users without unjust discrimination on the basis of race, creed, color, age, sex and/or national origin and comply with public accommodation and access laws. The VENDOR shall charge fair and reasonable prices for each unit of service. The VENDOR may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

28. RECORDS:
Promptly after executing all documents, including, but not limited to leases, subleases, concessions, occupancy agreements, any amendments or modifications to the amount of payments, the VENDOR shall keep and retain as a record in full, true and exact copy of every document, receipt, and or bill which in any way pertains to or reflects "gross receipts" and "public expenses and charges for and accounting period."

On the 15th day of each month during the term of this AGREEMENT, VENDOR shall furnish to CITY a verified statement of its cumulative total gross receipts. VENDOR shall at the same time, also furnish to CITY a year-to-date total of gross total receipts.

The VENDOR shall keep true and accurate records of attendance for each event, including paid and unpaid admissions and race car count by class.

29. NOTICES:
Any notice, demand, or communication required or permitted to be given by the terms of this AGREEMENT, or by any law, may be given by either party by depositing said notice, demand, or communication in the U.S. Mail, postage prepaid, addressed to the other at the party's address or any new address provided by such party in writing to the other. Service of said notice, demand, or communication shall be complete five (5) calendar days after deposit of said notice, demand, or communication in the mail.

Notices and communication concerning this AGREEMENT shall be sent to the following addresses:

CITY	VENDOR
City of Visalia	Morse Racing Promotions, LLC
707 W. Acequia	939 E. La Salle Avenue
Visalia, CA 93291	Visalia, CA 93291
Attn: City Clerk	Attn: Brandon Morse

Either party may, by notice to the other party, change the address specified above. Service of notice of change of address shall be complete when received at the designated address.

30. MISCELLANEOUS PROVISIONS:

a. Authority: CITY and VENDOR and its respective signatories represent that the signatory holds the position set forth below their signature and that the signatory is authorized to execute this AGREEMENT and to bind said party hereto.

b. Assignment: Neither this AGREEMENT nor any of the rights hereunder may be assigned without prior written consent of CITY.

c. Interpretation/Headings: The headings/captions are for convenience and reference only and are not intended to define or limit the scope of any provision and shall have no effect on the AGREEMENT's interpretation. When required by the context of this AGREEMENT, the singular shall include the plural.

d. Integration/Amendment: This AGREEMENT represents the complete and entire understanding between the parties as to those matters contained herein. This AGREEMENT may only be modified or amended in writing and signed by both parties.

e. Severability: If any term, condition, covenant, provision or part thereof of this AGREEMENT is, or is declared, invalid, void or unenforceable for any reason, the remainder of the AGREEMENT shall continue in full force and effect.

f. Governing Law: The laws of the State of California shall govern the interpretation and enforcement of this AGREEMENT and any legal actions arising out of the terms of this AGREEMENT shall be brought in Tulare County.

g. Attorney's Fees/Costs: In the event of legal action arising from this AGREEMENT, the non-prevailing party agrees to pay the prevailing party reasonable attorney's fees and costs.

h. Contract Enforcement: The City Manager of CITY shall be responsible for the enforcement of this AGREEMENT on behalf of CITY and shall be assisted therein by those officers and employees of City having duties in connection with the administration thereof.

i. Cumulative Rights and Remedies: Except as otherwise expressly stated in this AGREEMENT, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies.

31. <u>Airport contract language:</u>

a. REGULATIONS - VENDOR shall not conduct, or allow to be conducted upon the Demised Premises, any dangerous or hazardous activities, or any activities considered to be a nuisance to the airport or its tenants and neighbors, and VENDOR agrees to abide by all applicable F.A.A. and U.S. Government rules and regulations, including, but not limited to the following:

i. The VENDOR for himself/herself, their heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Demised Premises described herein for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the VENDOR shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation and as said Regulations may be amended.

ii. The VENDOR for himself/herself, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

A. No person on the grounds of race, color, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; and

B. That in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the grounds of race, color, sex, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and

C. That the VENDOR shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation and as said Regulations may be amended.

iii. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

iv. VENDOR agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided, that VENDOR may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

v. The CITY reserves the right (but shall not be obligated to VENDOR to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the VENDOR in this regard.

vi. The CITY reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit,

regardless of the desires or views of the VENDOR, and without interference or hindrance.

vii. The CITY reserves the right to take any action it considers necessary to protect aerial approaches of the airport against obstructions, together with the right to prevent VENDOR from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the CITY would limit the usefulness of the airport or constitute a hazard to aircraft.

viii. During the time of war or national emergency the CITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

ix. It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

x. There is hereby reserved to the CITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for passage of aircraft in the airspace above the surface of the Demised Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

xi. The Lease shall become subordinate to provisions of any existing or future agreement between the CITY and the United States of America, or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

b. CURRENT AND FUTURE AIRPORT REGULATIONS - This Lease and all rights conferred thereby shall at all times be subject to current and future regulations governing any and all activities at the Visalia Municipal Airport to the same extent that such current and future regulations govern the activities of all persons using the facilities of the Visalia Municipal Airport and occupying structures thereon.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CITY OF VISALIA

By:_____
Leslie Caviglia, City Manager

MORSE RACING PROMOTIONS, LLC

_____
Brandon Morse, Owner

CONTRACT MANAGER

By:_____
Jeremy Rogers, Community Services Director

ATTEST

_____
City Clerk

APPROVED AS TO FORM

_____
Attorney for City

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0672 **Agenda Date:** 1/18/2022 **Agenda #:** 6.

Agenda Item Wording:
Annual fee waiver request from Visalia Gadabouts to utilize the Visalia Senior Center for the purpose of providing programs and services for senior citizens.
Deadline for Action: 1/31/2022

Submitting Department: Community Services

Contact Name and Phone Number: Laurissa Roggenkamp 713-43365

Department Recommendation:
It is recommended that City Council waive the rental fee, $1,881 annual value, but assess the direct staffing cost, $717.31 annual value. The Parks and Recreation Commission recommended that the City Council waive the annual facility rental fee and not assess a fee for direct staffing cost.

Background Discussion:
In 2006 City staff worked with the Senior Advisory Committee to develop a process for designating free or reduced fees at the Visalia Senior Center. Whereas there were once several organizations requesting fee waivers for use of the Senior Center, this number has decreased over the years, some programs have become City operated programs and other organizations have found alternate locations.

Following the established process, organizations requesting to utilize the Senior Center and receive a fee waiver and/or reduced fee must annually submit a Facility Use Application for the upcoming calendar year. Their application must include information about the organization/agency, non-profit status, and financial records for the past two years. For 2022, one application was received requesting a fee waiver.

In the past, the Senior Advisory Committee aided in the review process of the applications. However, the Senior Advisory Committee has not met since January 2020. The COVID-19 pandemic that temporarily closed the facility prohibited members of organizations and participants of the various City sponsored programs and clubs from meeting at the Senior Center. As staff rebuilds programs and clubs and organizations begin to use the facility, the Senior Advisory Committee positions will be filled by appropriate applicants.

The 2022 application was reviewed by City staff to ensure that the established criteria for consideration for a fee waiver and/or reduced fee were met. The criteria are as follows:
Programming & fees to participants:

- Programs/services meets the needs and interests of Visalia Seniors.
- Programs/services are affordable and within the economic means of Visalia Seniors.

Organization Finances:

- How does the applicant use the fees paid by participants?

- Is the applicant a commercial business profiting from their use of the facility?
    - If an organization is profiting from its use of this City facility, it is recommended that the organization pay full facility rental fees.

Appropriate use of facility space:

- Organizations request for time, room, set-up, etc. is suitable
    - A small group of people using too large of a space and too much time is not suitable.

Impact on City:

- The City should not incur expenses specifically for the function of the applicant's use of the facility.
    - Facility use outside of normal operating hours requires that the City must pay for staffing to open, close, set-up, attend, etc.; this creates a City subsidy.

Through the review process staff have determined that the 2022 applicant, Visalia Gadabouts, meet the criteria. They offer a program of interest to Seniors, their finances show that they do not benefit financially, they are a designated non-profit 501(c)(3), their requested use of facility space and time are appropriate for the programming. The Visalia Gadabouts is a travel club for seniors, they meet one Saturday per month to provide trip information, they do not collect meeting fees from attendees of the monthly meeting (donations are accepted), they do collect fees to pay for the trips, however they are not profiting from these fees, and their services are affordable to seniors.

However, the Visalia Gadabouts requested facility use is outside of regular operational hours, so the City will need to schedule and pay for a staff member specifically for their use. The projected cost to the City for 2022 staffing is $717.31; $65.21/month. This estimate includes hourly wages, worker's comp, FICA, and deferred comp. Staff will arrive 30 minutes prior to the reservation to set-up as well as remain 30 minutes after the reservation to clean and breakdown; for a total of 4 hours per rental date ($15.55/hour).

While staff appreciates that the Gadabouts provide good and affordable activities, staff also believes it is appropriate to continue past practice and charge for actual costs, in this case the staffing costs both because of the actual cost, and the precedent that would be set by changing this practice. Alternatives to paying this fee, or options for reducing the fee, would be to have a shorter meeting time than the 4 hours per day, and/or to meet during regular business hours, which would eliminate the need to schedule staff. The group has been meeting and renting space at the Lampliter during the time the Senior Center has been closed.

It should also be noted that the Main Room at the Senior Center is a popular rental option for baby showers, small receptions, etc. The Gadabouts are an appropriate use for the facility, but it does eliminate one Saturday a month for use by the general public.

Fiscal Impact:
The Visalia Gadabouts have requested the use of the Senior Center Main room on the first Saturday of each month beginning February 2022 thru December 2022 from 9 a.m. - 12 p.m. The cost for a non-profit to reserve the Senior Center Main Room is $57 per hour. The requested fee waiver for 2022 rental is $1,881.00.

Prior Council Action: Council has approved fee waiver for Visalia Gadabouts for the past thirteen years. January 6, 2020 Council approved a rental fee waiver for Visalia Gadabouts, and assessed

that direct staffing cost be paid.

Other: Parks and Recreation Commission met on December 14th at a regular meeting to review the request from the Visalia Gadabouts. Staff recommended that the rental fee, $1,881.00 be waived, and that the Gadabouts pay for the direct staffing cost, $65.21/month ($717.31 annually). The Parks and Recreation Commission motioned to recommend that City Council approve a full facility waiver, $1,881.00 and not assess a fee for direct staffing.

Alternatives: 1. Adopt the recommendation from the Parks and Recreation Commission with the following motion: I move to accept the recommendation of the Parks and Recreation Commission to waive the proposed 2022 facility rental fees and staff fees for Visalia Gadabouts for their use of the Visalia Senior Center to provide programs and services for Seniors.

2. Deny applicants request for fee waiver. Applicant would pay full facility rental rate.

Recommended Motion (and Alternative Motions if expected):
I move to accept the recommendation of City Staff to waive the 2022 facility rental fees, but to assess the direct staffing cost for Visalia Gadabouts for their use of the Visalia Senior Center to provide programs and services for Seniors.
Environmental Assessment Status: n/a

CEQA Review: n/a

Attachments: Fee Waiver Request and Facility Request Application from Visalia Gadabouts. Cost breakdown for Fee Waiver and Direct Staffing Costs

2022 Facility Cost to the City for Fee Waiver Programs

Organization	Rental Duration	Day of Week	# of Days	Total # of Rental Hours		Room	Room Cost per Hour	Total Rental Cost
				Daily	Annually			
Visalia Gadabouts	9 a.m. - 12 p.m.	Saturday	11	3	33	Main Room	$57	$1,881.00
*Gadabouts are 501©(3) Non-profits; receive reduce price per FY 21/22 Rates & Fees							**Total Facility Cost**	**$1,881.00**

2022 Direct Labor Cost to the City for Fee Waiver Programs

Organization	Staffing Times	Day of Week	# of Days	Staffing Hours		Staff Wage	Sub Total Wages	Work Comp	FICA	Defer Comp	Total Wages
				Daily	Annually			5.24%	1.45%	2.00%	
Visalia Gadabouts	8:30 a.m.- 12:30 p.m.	Saturday	11	4	44	$15.00	$660.00	$34.58	$9.57	$13.16	$717.31
										Direct Cost	**$717.31**

Verna Bowers

Visalia Senior Gadabouts
4640 W. Feemster Ave
Visalia, CA 93277
559/734-7216

The Gadabouts once again would appreciate the rent for the main room be waived. We meet the criteria for a fee waiver.

1. Provide program for senior needs & interests
2. Services are affordable & no fee is charged.
3. City does not incur expenses for our use.

We would appreciate waiver ASAP because our budget does not allow for full rental payment. Thank you,

Verna Bowers

City of Visalia Parks & Recreation Department

Facility Use Application

Parks Make Life Better!

345 N. Jacob Street, Visalia, CA 93291

Phone: 559.713.4365 Fax: 559.713.4819 www.liveandplayvisalia.com

All Facilities Owned and Operated by the City of Visalia

Contract Holder: Verna H. Bowers	Event Title: Monthly Meeting
Business/Organization: Visalia Senior Gadabouts	Non Profit ID #: 055,519 Calif.
Address: 4640 W. Feemster Ave	City: / Zip:
Main Phone: 559/734-7216	Alternative Phone: 559/799-8810
Email:	
Alternate Contact (*Person authorized to act as representative of contract holder, i.e. an event planner*): Charlene Andrade	
Phone: 559/686-2190	Email: cmatul.ps@yahoo.com
Date(s) Requested: 2022 Feb 5, March 5, April 2, May 7, June 4, July 2, August 6, Sept 3, Oct 1, Nov 5, Dec. 10	
Event Hours: *Time needed for setup and cleanup must be included in the event time frame when booking.* Start time will be the time you are allowed into the building. End time is the time everyone is out of the facility. Start Time: 9AM to End Time: 12 Noon	
Estimated Amount In Attendance: 75	Open to Public: (Y) / N Admission Charge: Y / (N)
Selling Food or Beverage: Y / (N)	Alcohol Served: Y / (N)
Serving Food or Beverage: (Y) / N Food Provided By: Anniversary/August Xmas party members Dec.	Alcohol Sold: Y / (N) ABC License Required for sales
Entertainment: Y / (N) Source: Band DJ/Recorded Music Performance	

Facility Requested:

ANTHONY COMMUNITY CENTER
345 N Jacob Street
☐ Gym ☐ Main Room ☐ Room A

MANUEL F. HERNANDEZ COMMUNITY CENTER
247 W Ferguson Avenue
☐ Gym

VISALIA SENIOR CENTER
310 N Locust Street
☒ Main Room ☐ Activity Room ☐ Craft Room

WHITENDALE COMMUNITY CENTER
630 W Beech Street ☐ Main Room

TRULLI HOUSE @ Memorial Park—1550 W Main St
must rent building in conjunction with building ☐ Main Room

Internal Office Use Only

Date Received: 11/29/21 Time Received: 3:00pm Staff Name: [illegible]

Facility Reservation Application Terms and Conditions

JHB **Facility Application:** Applications are accepted at the Anthony Community Center Business Office, located at 345 N. Jacob Street, Visalia, CA 93291. Office hours are Monday through Friday 8 a.m. – 5 p.m. Applications are accepted on a first-come, first-served basis up to one year in advance, with preference given to City sponsored programs.

JHB **General Information:** Approval of facility applications for groups of persons under the age of 18 will be issued only to adults who accept supervisory and liability responsibilities for the rental contract.

JHB **Liability Insurance:** A Certificate of Liability Insurance may be required for facility reservations. If required, contract holders are to provide proof of liability insurance with a minimum coverage of $1,000,000, naming the City of Visalia as additionally insured. You may contact your local insurance agent in regards to obtaining insurance, or you may purchase insurance through the City of Visalia Risk Management Department (559.713.4306). Failure to provide appropriate documentation will result in cancellation of the contract.

JHB **Alcohol/Smoking:** Alcohol is not permitted to be served and/or sold at events where the guest of honor is less than 21 years or age, or when individuals under the age of 21 will be present. Facility applications must state whether alcohol will or will not be served and/or sold during the rental. ONLY beer, wine and champagne can be served during rentals, no hard liquors are allowed. If alcohol is served and/or sold, the contract holder is required to hire one licensed security guard per 50 guests. A $25 fee will apply. Falsification of estimates could result in the limitation of guests allowed in the facility. Parks & Recreation will schedule event security and will pass the fee to the contract holder. The contract holder accepts responsibility for the use of alcohol in the facility and agrees to prohibit use of alcohol by minors. Alcohol must be consumed only in the areas of the facility included in the contract. Contract holder is responsible for any guest who brings alcohol to their event without the proper requirements. The City holds the right to cancel any event if alcohol is consumed in violation of the contract. No smoking is allowed on premises, including exterior patio and entry areas.

JHB **Guests:** Contract holder is responsible for all guests' behavior, any and all accidents or injuries to persons or property resulting from use of the facilities. Violence, excessive drinking, loud behavior and unsupervised youth are not permitted. Guests must adhere to all policies and procedures as outlined in the contract. The City reserves the right to cancel any event for violations of the contract or of disturbing the peace laws, and parties may be denied further use of the facility. If at any time it becomes necessary to call the police, part or all of the security deposit may be withheld. Contract holder assumes full responsibility for communication between them and attendees for events held. No City facility should be listed as a contact for events.

JHB **Facility Staff:** Contract holder is required to check-in before the event, be available to City staff throughout the duration of the event, and check-out with staff before leaving. A City building attendant will open the building when the contract time begins, answer questions, assist in facility set-up and in the protection of City property. Building attendant has complete authority over facility used, please report any facilities problems to the building attendant immediately.

JHB **Facility Rules & Conditions:** Only the contract holder is authorized to submit contract changes. Changes must be approved by the City and additional fees may apply. A facility set-up is required no later than two weeks prior to the contract date. If no facility set-up is received, the facility will be set-up once the contract time begins, as the contract holder directs. Contract holders will not be allowed into the facility until the contracted time begins. Fees are not refunded for contracted time not used.

UHB **Set-Up and Decoration:** Contract holders requiring time to decorate, or make other preparations, must note time on permit application. Rice, birdseed, confetti, hay, straw, sand and glitter is not permitted and decorations must be flame retardant. The use of nails, tacks, scotch/duct tape or staples are not permitted. Only masking or painters tape can be used. Decorations and/or any type of wire or cord may not be hung or draped on any light fixture inside or outside the facility. All equipment and decorations must be removed at the end of the reservation, and nothing may be stored. Delivery/pick up of supplies or equipment is required during the contracted time.

UHB **Clean Up:** Contract holder is responsible for clean-up. Decorations must be taken down and removed, with all trash being placed in the receptacles provided. If trash will not fit in the receptacles, it must be taken out and placed in the dumpsters located behind the facility. City staff will provide additional trash liners if needed. Boxes must be broken down before being placed in dumpster. City staff is not responsible for any items left in the facility after the contract has ended. If additional hours of facility usage are required for cleaning, the cost of this time will be deducted from the security deposit.

UHB **Damages:** Any damage incurred to the property is the responsibility of the contract holder and will be deducted from the security deposit. This includes the parking lot, patio area, restrooms and lobby. Contract holders will be billed for damages, cleaning expenses, and staff overtime that is in excess of the security deposit.

UHB **REFUND POLICY:** Refunds on security deposits are based on compliance with the facility contact, as well as the security and clean-up requirements. To receive a full refund on the security deposit, the building must be cleaned, and cleared of all guests, equipment, decorations, etc. by the contracted time. The contract holder is responsible for any and all extended contract time and may have all or part of their security deposit withheld. The contract holder will be billed for any damages or extra staff time not covered by deposit. Deposit will be refunded in full if facility is left clean, undamaged and all rules and policies are followed. Allow two to four weeks for processing.

UHB **CANCELLATIONS:**

For all cancellations received three weeks prior to the event, a $15 service and handling fee will be charged in accordance with the City schedule. **For events cancelled by the contract holder after the three week window, or with no notice, renter will lose full security deposit amount.**

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

THE CITY OF VISALIA HAS THE AUTHORITY TO APPROVE APPLICATIONS. FACILITY CONTRACTS ARE NOT CONFIRMED UNTIL THE APPLICATION HAS BEEN APPROVED BY AN AUTHORIZED AGENT OF THE CITY OF VISALIA. PERMITS ARE IMMEDIATELY REVOCABLE IF FALSE STATEMENTS WERE MADE WHEN RESERVING AND FEES WILL BE RETAINED IN THE EVENT THAT THE CONTRACT IS TERMINATED DUE TO VIOLATION OF ANY CITY ORDINANCE, RULE OR REGULATION, OR THE FALSIFICATION OF THE APPLICATION.

Signature: Vern A Bom Date: 11/24/21

VISALIA GADABOUTS INFORMATION

January 1, 2022

The Visalia Gadabouts was formed as a non-profit group of Seniors 50 years and older in August, 1968. We celebrated our 50th anniversary in 2018. We welcome people throughout the area (not just Visalia) and encourage our travelers to include family, friends, and neighbors to travel with us.

We meet the first Saturday of each month (except December which is the second Saturday) at the Senior Center at 10 AM. There are no dues; we ask for at least $1 donation per person towards expenses. Trip Sheets detailing all future trips, flyers, pamphlets, and brochures are available. Occasionally we have a guest speaker give a presentation on tours that we have booked with them. We will mail trip sheets to those who are unable to attend the meetings. They are also available by E-mail. We encourage people who no longer want to drive distances and/or those who now find themselves alone to GET OUT. TRAVEL, ENJOY LIFE.

Our trips include one day trips to the Coast, San Francisco, LA, baseball games, plays, musicals, museums, etc.; usually planned on Saturdays so that those who are still working will be able to go. We have 3 day trips to Reno, Las Vegas, and 3-4 day trips to Laughlin usually during the week because of cheaper rates. We do many sightseeing trips throughout the U.S. and other countries. We also plan cruises all over the world. Our day trips and gambling trips are all on a Charter Bus with a restroom. We can accomdate wheelchairs, walkers, and lightweight scooters which easily fit in the bay under the bus.

Our officers are voted in for 2 year terms. They are as follows:

President----------Barbara Davis----732-5066 C967-3527
Vice-President-----Gayle Surrattt---732-1894
Minutes Secretary--Joan DePompei----733-9954 C901-1492
Social Secretary---Peggy Buchanan---733-3201
Treasurer----------Verna Bowers-----734-7216 C799-8810
Tour Director------Charlene Andrade-686-2190 C331-1292
Greeter------------Peggy Petersen---732-8502

Our trips are planned through A-1 Tours and Travel who makes all reservations and travel arrangements. Linda Palermo-Newlin has been doing this for 30 years and does an outstanding job in getting us trips at prices well below others offered in the area.

Copies: Senior Center
Parks & Recreation
Board Members

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0673 **Agenda Date:** 1/18/2022 **Agenda #:** 7.

Agenda Item Wording:
Authorize the City Manager to award a contract for RFB 21-22-07 Annual contract supply & delivery of mulch for a not to exceed the annual amount of $275,100.00 to Sierra Materials and Trucking Company of Merced, CA.

Deadline for Action: None.

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:
Casey Chu, Assistant Engineer, casey.chu@visalia.city, 713-4491
Diego Corvera, Civil Engineer, diego.corvera@visalia.city, 713-4209
Frank Senteno, City Engineer, frank.senteno@visalia.city, 713-4331
Nick Mascia, Assistant City Manager, nick.mascia@visalia.city, 713-4323

Department Recommendation:
Staff recommends that City Council authorize the City Manager to award a contract for a not to exceed annual amount of $275,100.00 (up to $1.375 million over 5 years) to Sierra Materials and Trucking Company, for the supply and delivery of mulch.

Summary:
The City of Visalia has developed a Capital Improvement Program to provide improvements and to maintain the City's infrastructure. There are multiple landscaping projects, as part of the City's Capital Improvement Program, to beautify and enhance the aesthetics of the City's infrastructure and facilities. This annual contract will provide the mulch required for those landscaping projects by supplying and delivering mulch as necessary to the various project jobsites. This contract includes an option of four (4), single-year contract extensions for a possible term of five (5) years.

Bidding Process:
A formal City bid process was conducted and on November 30, 2021, City staff opened two (2) bids that was submitted for the project. Per the construction bid documents, the apparent low bid was established by the lowest total of the bid. The results are summarized below and are listed in order from lowest to highest bid.

No.	Contractor	Location	Total Bid
1.	Sierra Materials and Trucking Company	Merced, CA	$275,100.00
2.	West Coast Sand & Gravel, Inc	Buena Park, CA	N/A

West Coast Sand & Gravel, Inc submitted an incomplete bid and was deemed unresponsive. Since West Coast Sand & Gravel, Inc did not submit a bid on the supplied form as required under *Item 23* of the *General Conditions* of RFB 21-22-07 and did not provide a quote using the same unit of quantity as was in the bid schedule, their bid was dismissed.

Engineering staff has reached out to both the City's Urban Forestry division and to Urban Tree Foundation, a landscape architect firm which the City works with often, to confirm the competitiveness of the bid prices received. Both stated that the bid prices received are typical of the current conditions of the mulch market.

Staff contacted Sierra Materials and Trucking Company's references which included the Federal Aviation Administration and Merced County. References provided positive feedback regarding their experiences working with Sierra Materials and Trucking Company.

Sierra Materials and Trucking Company submitted the lowest responsive bid and it is Staff's recommendation they be awarded the contract.

Background Discussion:

For typical Capital Improvement Projects that involve landscaping, the project incorporates a mulch bid item into the project specifications and contract; the work associated with this mulch line item is then completed by a private contractor following the competitive bidding process.

For this annual contract, the supply and delivery of mulch are for Capital Improvement Projects funded by state or federal grants which include Irrigation and Landscaping work. These landscaping projects are grant funded and generally require the involvement of local community conservation corps as part of the grant requirements. The local community conservation corps would perform the landscape construction work in lieu of a private contractor.

Recent projects have contracted Community Services Employment Training (CSET), a non-profit organization providing training to at risk youth, to perform the landscaping work to fulfill grant requirements. Such work includes the St John's River Riparian Corridor Restoration Westside and St John's Eastside Renewal landscaping projects.

By creating this annual contract for the supply and delivery of mulch, the City can save costs and optimize the landscaping process by not needing to request three (3) quotes for each project. Upcoming projects that will make use of this annual contract will be for the landscape component of the Eastside Regional Park's Basin G, Basin F, and Basin D recharge projects as well as the Peoples, Goshen, and Oaks Basins Flood Control project.

The previous Annual Contract Supply & Delivery of Mulch expired in 2019.

Fiscal Impact:

The initial contract term shall be for a one-year period. The work will be performed on an as needed basis and not to exceed $275,100 for the contract term. At the City's option and with the consent of the contractor, the contract can be extended annually for four consecutive one-year periods. The prices bid by the vendor may be adjusted annually at time of contract renewal and upon mutual agreement of any increases or decreases.

The payment for the supply and delivery of mulch will be paid from the project funds requiring mulch. Projects anticipated to make use of this mulch contract include Basin G (CP0185), Basin F (CP0371), and Basin D (Upcoming CIP) of the Eastside Regional Park; the People's Basin, Goshen Basin, and Oaks Basin Flood Control Projects (CP8334); and the St John's Eastside Renewal Project (CP8131).

Prior Council Action:

None.

Alternatives:

Do not award the contract and staff will continue to request for three (3) quotes of mulch as needed for

individual landscaping projects.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to execute a contract for RFB 21-22-07 for a not to exceed amount of $275,100.00 annually fora contracted supply & delivery of mulch to Sierra Materials and Trucking Company.

Attachments:

1) Contractor Disclosure Form
2) Bid Summary

EXHIBIT "B-4"

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants
To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: SIERRA MATERIALS AND TRUCKING COMPANY INC.

Firm Address: 2857 BUSINESS PARKWAY MERCED, CA 95348

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

DANIEL PELAYO
JUAN PELAYO

Submitted by: Name DANIEL PELAYO
Date 11-30-21

SMC
SIERRA
MATERIALS &
TRUCKING CO.

City of Visalia - Engineering Division
Supply & Delivery of Mulch
RFB No. 21-22-07 - Bid Summary

Base Bid				Sierra Materials and Trucking Company, Inc Merced, CA	
No.	**Items**	**Estimated Annual Qty**	**Unit**	**Unit Cost**	**Total**
1	Supply & Delivery of "Walk on Bark" Mulch	5,000	CY	$31.86	$159,300.00
2	Supply & Delivery of "Orchard Mulch" grade Mulch	5,000	CY	$23.16	$115,800.00

Total Bid Result **$275,100.00**

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0676 **Agenda Date:** 1/18/2022 **Agenda #:** 8.

Agenda Item Wording:
Authorize the City Manager to award the construction contract for FY 18-19 SB1 Street Rehabilitation - Walnut & Murray (RFB 21-22-11), to Don Berry Construction, Inc. of Kingsburg, CA in the amount of $2,668,774.30 (CIP 3010-72000/CP0289-999 & 2370-72000/CP0402-999).

Deadline for Action: None

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:
Chantha Chap, Civil Engineer, chantha.chap@visalia.city, 713-4418
Casey Chu, Assistant Engineer, casey.chu@visalia.city, 713-4491
Frank Senteno, City Engineer, frank.senteno@visalia.city, 713-4331
Nick Mascia, Assistant City Manager, nick.mascia@visalia.city, 713-4323

Department Recommendation:
Staff recommends that City Council authorize the City Manager to award the construction contract for FY 18-19 SB1 Street Rehabilitation - Walnut & Murray (RFB 21-22-11), to Don Berry Construction, Inc. in the amount of $2,668,774.30.

Summary:
The FY 18-19 SB1 Street Rehab Project consists of two separate projects bundled together to obtain cost savings via economies of scale.

Those projects are as follows:

Project 1 (SB1 - CP0289): This project consists of paving Walnut Avenue from Central to Court (1.12 mi) and Murray Ave from Dudley to Encina (0.62 mi). The rehabilitation work on Walnut Avenue includes removing isolated areas of pavement failures, also known as digouts, edge grinding of existing asphalt, and overlaying with asphalt and a paving mat. The rehabilitation work on Murray Avenue consists of grinding off the existing asphalt, proof rolling the aggregate base, and overlaying with asphalt to include a paving mat. The paving mat is made of recycled materials and is designed to maximize the life of the new pavement section. Additionally, the project will upgrade some of the existing curb ramps to meet current Americans with Disabilities Act (ADA) requirements on both street segments.

Project 2 (Gas Tax - CP0402): This project, the Paradise Street Project, will resolve the subsidence in front of the residence on 3427 E Paradise Avenue. Preliminary subsurface exploration has revealed debris and uncompacted fill underneath the roadway at this location resulting in the settling of the area. The work to be performed includes excavation and disposal of the poor quality soil,

compaction of new engineered fill, concrete improvements such as curb & gutter, sidewalk, and driveway, and repaving the disturbed work area.

Bidding Process:
A formal City bid process was conducted and on December 2, 2021, City staff opened eight (8) bids that were submitted for the project. Per the construction contract documents, the apparent low bid was established by the *lowest total of the Base Bid plus Alternate Bid 1 plus Alternate Bid 2*. The results are summarized below, listed in order from lowest to highest bid.

No.	Contractor	Location	Base Bid + Alt Bid 1 + Alt Bid 2
1.	Don Berry Construction	Kingsburg, CA	$2,668,774.30
2.	AJ Excavation	Fresno, CA	$2,999,730.00
3.	Avison Construction	Madera, CA	$3,011,417.00
4.	Agee Construction	Clovis, CA	$3,069,655.00
5.	Emmetts Excavation	Clovis, CA	$3,179,070.00
6.	Teichert Construction	Fowler, CA	$3,421,458.00
7.	Cal Valley Construction	Fresno, CA	$3,521,027.00
8.	Granite Construction	Fresno, CA	$3,576,513.35

Don Berry Construction submitted the lowest responsive Bid, and it is staff's recommendation they be awarded the contract. Staff reached out to the County of Madera, where Don Berry Construction is currently working on the County's Pavement Rehab Project, and the County of Madera's project manager indicated that Don Berry was easy to work with, had good communication to both staff and residents, minimal change orders, and performed quality work. Additionally, our City Inspectors also noted that Don Berry Construction is a reputable contractor that performs quality work.

Background Discussion:
The City of Visalia currently maintains a street network of approximately 507 centerline miles of roadway and nearly 100 million square feet of pavement. In an effort to appropriately direct maintenance activities and optimize the use of the limited maintenance funds available, Staff incorporated a Pavement Management Program (PMP) eight years ago, following the lead of other similarly sized California municipalities.

The projects that were constructed in the last eight years and those being awarded now will increase the City's overall pavement condition index (PCI). PCI is a numerical index between 0 to 100, with 0 indicating very poor pavement condition and 100 to indicate excellent pavement condition. Higher PCI values represent better roads. Roads with higher PCI have little to no visual stresses in the pavement such as cracks, rutting, or pot holes, and are generally smoother to drive on resulting in less wear and tear on vehicles. Furthermore, higher PCI values, and thus better road conditions, make the road safer for the traveling public.

Fiscal Impact:
These projects are funded using SB1- Road Maintenance (Fund 113), Measure N (Fund 141), and Gas Tax (Fund 111) funds. Below is a summary of the estimated construction cost for both projects.

Budget Summary: FY 18-19 SB1 Street Rehab - Walnut & Murray, CP0289

Current Project Budget (SB1, Measure N, Gas Tax)		**$2,708,000.00**
SB1 Road Maintenance	$1,958,000.00	
Measure N	$705,000.00	
Gas Tax	$45,000.00	
Estimated Project Costs:		
Construction Cost		$2,545,729.30
Construction Contingency		$50,000.00
Construction Surveying		$7,000.00
Construction Inspection		$35,000.00
Construction Management		$30,000.00
Geotechnical Testing		$35,000.00
Total Project Costs		**$2,702,729.30**

Budget Summary: Paradise Street Project, CP0402

Current Project Budget (Gas Tax)	**$185,000.00**
Estimated Project Costs:	
Construction Cost	$123,045.00
Construction Contingency	$12,300.00
Construction Inspection	$6,200.00
Construction Management	$6,200.00
Geotechnical Testing	$4,000.00
Total Project Costs	**$151,745.00**

Since the current CIP project funds exceeds the project's estimated costs no additional appropriations are needed at this time.

Prior Council Action:
None

Alternatives:
None Recommended

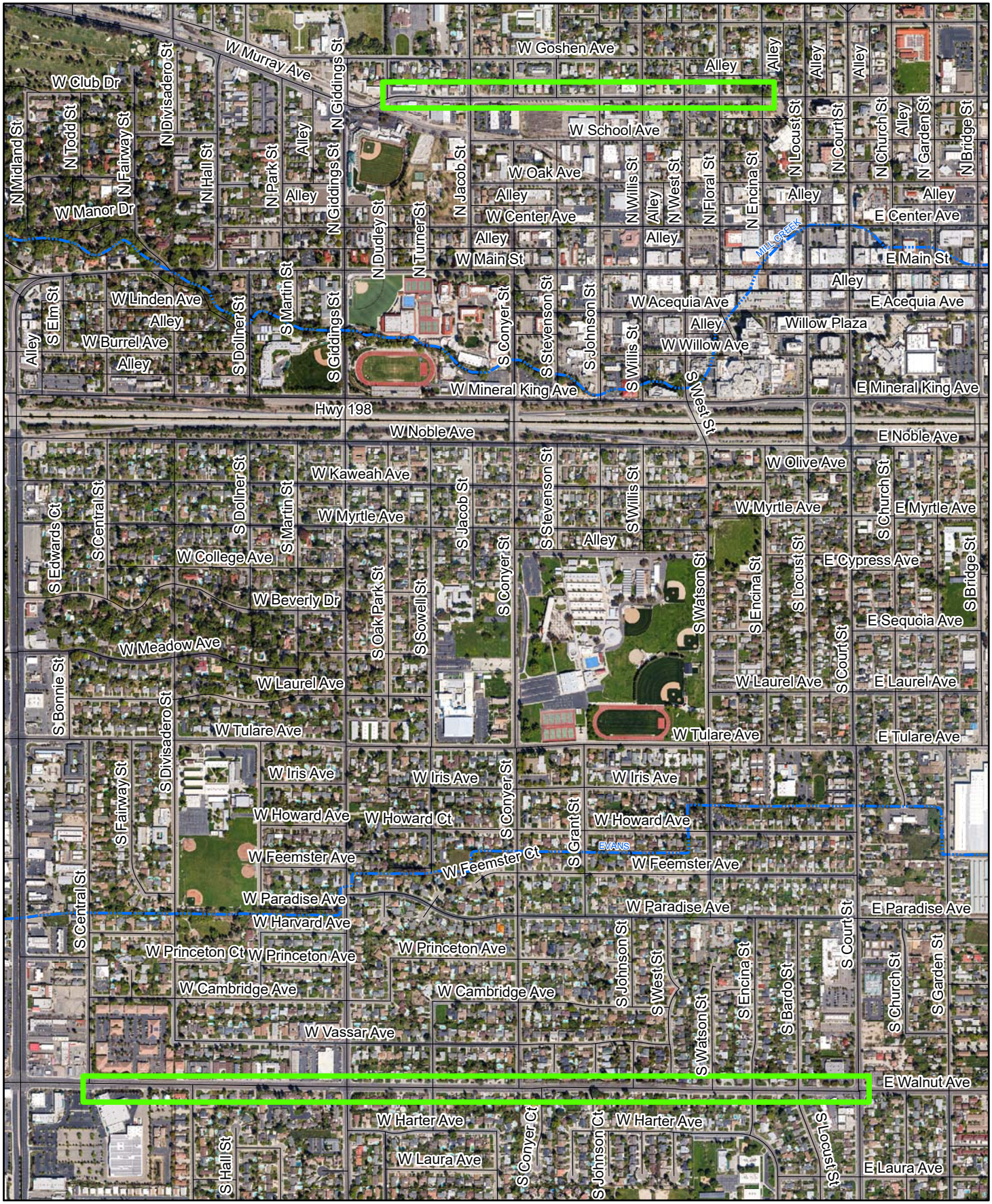
Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute an agreement for RFB 21-22-11 in the amount of $2,668,774.30 for the FY 18-19 SB1 Street Rehabilitation - Walnut & Murray to Don Berry Construction, Inc.

CEQA Review:
None

Attachments:

1) Rehab Location Map
2) Paradise Street Location Map
3) Contractor Disclosure Form
4) Bid Summary

CP0289 - FY 18-19 SB1 Street Rehab - Walnut & Murray
Project Location Map



Project Limits

0 325 650 1,300 1,950 2,600 Feet

N

495

CP0402 - Paradise Street Project
Project Location Map
3427 E. Paradise Ave.

50 25 0 50 Feet

N

SUBMIT WITH PROPOSAL

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: DON BERRY CONSTRUCTION, INC.

Firm Address: 13701 GOLDEN STATE BLVD; KINGSBURG, CA 93631

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

RICK BERRY - CEO

DON BERRY - CFO

DAN DORNAL - VP/SEC

Submitted by: Name [signature] DAN DORNAL - VP/SEC

Date 12-2-2021

City of Visalia - Engineering Division
FY 18-19 SB1 STREET REHABILITATION - WALNUT & MURRAY
RFB No. 21-22-11 - Bid Summary
CIP No. 2390-72000/CP0289-999

Base Bid: Walnut Avenue from Central to Court				Don Berry Construction Kingsburg, CA		AJ Excavation Fresno, CA		Avison Construction Madera, CA		Agee Construction Clovis, CA		Emmetts Excavation Clovis, CA		Teichert Construction Fowler, CA		Cal Valley Construction Fresno, CA		Granite Construction Fresno, CA	
No.	Items	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Demobilization, including final site clean-up	1	LS	$50,000.00	$50,000.00	$85,000.00	$85,000.00	$50,000.00	$50,000.00	$60,000.00	$60,000.00	$35,000.00	$35,000.00	$96,500.00	$96,500.00	$96,000.00	$96,000.00	$100,000.00	$100,000.00
2	Water Pollution Prevention	1	LS	$3,300.00	$3,300.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$1,500.00	$1,500.00	$4,000.00	$4,000.00
3	Clearing and Grubbing	1	LS	$11,000.00	$11,000.00	$115,000.00	$115,000.00	$20,000.00	$20,000.00	$109,000.90	$109,000.90	$7,500.00	$7,500.00	$30,000.00	$30,000.00	$100,000.00	$100,000.00	$315,000.00	$315,000.00
4	Public Outreach	1	LS	$800.00	$800.00	$550.00	$550.00	$1,000.00	$1,000.00	$100.00	$100.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00
5	Traffic Control	1	LS	$93,000.00	$93,000.00	$106,000.00	$106,000.00	$45,000.00	$45,000.00	$184,500.00	$184,500.00	$90,000.00	$90,000.00	$150,000.00	$150,000.00	$304,000.00	$304,000.00	$230,000.00	$230,000.00
6	Construction Notification Signs	2	EA	$600.00	$1,200.00	$1,700.00	$3,400.00	$350.00	$700.00	$350.00	$700.00	$1,000.00	$2,000.00	$325.00	$650.00	$325.00	$650.00	$2,500.00	$5,000.00
7	Remove Concrete Ramp and Adjoining Sidewalk, Curb and Gutter (6,500 SF)	1	LS	$20,000.00	$20,000.00	$44,100.00	$44,100.00	$46,500.00	$46,500.00	$26,000.00	$26,000.00	$60,000.00	$60,000.00	$40,000.00	$40,000.00	$32,000.00	$32,000.00	$50,000.00	$50,000.00
8	Lower Existing SS Manhole Below Milling Depth	2	EA	$1,550.00	$3,100.00	$450.00	$900.00	$500.00	$1,000.00	$385.00	$770.00	$500.00	$1,000.00	$600.00	$1,200.00	$1,500.00	$3,000.00	$700.00	$1,400.00
9	Lower Existing SD Manhole Below Milling Depth	13	EA	$1,550.00	$20,150.00	$450.00	$5,850.00	$500.00	$6,500.00	$385.00	$5,005.00	$500.00	$6,500.00	$600.00	$7,800.00	$1,600.00	$20,800.00	$700.00	$9,100.00
10	Modify Existing Drain Inlet	5	EA	$1,600.00	$8,000.00	$5,600.00	$28,000.00	$4,500.00	$22,500.00	$4,100.00	$20,500.00	$4,700.00	$23,500.00	$2,500.00	$12,500.00	$3,800.00	$19,000.00	$4,000.00	$20,000.00
11	Single Modified ADA Ramp with Detectable Surface	15	EA	$6,600.00	$99,000.00	$5,900.00	$88,500.00	$8,000.00	$120,000.00	$8,000.00	$120,000.00	$8,200.00	$123,000.00	$8,500.00	$127,500.00	$4,300.00	$64,500.00	$8,400.00	$126,000.00
12	Double Modified ADA Ramp with Detectable Surface	4	EA	$8,800.00	$35,200.00	$9,400.00	$37,600.00	$10,000.00	$40,000.00	$10,500.00	$42,000.00	$11,700.00	$46,800.00	$12,000.00	$48,000.00	$6,400.00	$25,600.00	$10,700.00	$42,800.00
13	Landscape Construction Modification	1	LS	$8,300.00	$8,300.00	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$35,000.00	$35,000.00	$20,000.00	$20,000.00	$11,300.00	$11,300.00
14	Remove/Dispose of Existing Pavement and Base Rock (Digout)	30,000	SF	$1.00	$30,000.00	$1.00	$30,000.00	$1.60	$48,000.00	$0.80	$24,000.00	$2.30	$69,000.00	$2.00	$60,000.00	$1.00	$30,000.00	$2.00	$60,000.00
15	Replace Digout Section (6" AC Plug)	30,000	SF	$3.90	$117,000.00	$4.00	$120,000.00	$4.50	$135,000.00	$4.75	$142,500.00	$5.00	$150,000.00	$5.50	$165,000.00	$5.00	$150,000.00	$6.00	$180,000.00
16	Cold Mill and Remove Asphalt Concrete	150,800	SF	$0.26	$39,208.00	$0.25	$37,700.00	$0.50	$75,400.00	$0.20	$30,160.00	$0.20	$30,160.00	$0.25	$37,700.00	$0.22	$33,176.00	$0.25	$37,700.00
17	Paving Mat	378,825	SF	$0.28	$106,071.00	$0.30	$113,647.50	$0.40	$151,530.00	$0.40	$151,530.00	$0.40	$151,530.00	$0.36	$136,377.00	$0.28	$106,071.00	$0.35	$132,588.75
18	Warm Mix Asphalt (Type B, 3/4 ") for 3" Overlay	7,580	TON	$78.50	$595,030.00	$86.00	$651,880.00	$92.00	$697,360.00	$86.00	$651,880.00	$98.00	$742,840.00	$95.00	$720,100.00	$98.00	$742,840.00	$77.00	$583,660.00
19	Video Detection Systems	1	LS	$210,000.00	$210,000.00	$220,000.00	$220,000.00	$200,000.00	$200,000.00	$226,000.00	$226,000.00	$208,000.00	$208,000.00	$205,000.00	$205,000.00	$200,000.00	$200,000.00	$270,000.00	$270,000.00
20	Traffic Signal Box Replacement or Relocation (If Required)	6	EA	$7,500.00	$45,000.00	$7,000.00	$42,000.00	$7,000.00	$42,000.00	$7,800.00	$46,800.00	$6,800.00	$40,800.00	$7,500.00	$45,000.00	$6,500.00	$39,000.00	$3,000.00	$18,000.00
21	Survey Monuments	14	EA	$600.00	$8,400.00	$650.00	$9,100.00	$700.00	$9,800.00	$800.00	$11,200.00	$500.00	$7,000.00	$1,250.00	$17,500.00	$750.00	$10,500.00	$1,600.00	$22,400.00
22	Adjust SS Manhole Covers and Boxes to Finish Grade	22	EA	$1,200.00	$26,400.00	$700.00	$15,400.00	$1,500.00	$33,000.00	$850.00	$18,700.00	$700.00	$15,400.00	$850.00	$18,700.00	$1,500.00	$33,000.00	$1,400.00	$30,800.00
23	Adjust SD Manhole Covers and Boxes to Finish Grade	21	EA	$1,200.00	$25,200.00	$700.00	$14,700.00	$1,500.00	$31,500.00	$850.00	$17,850.00	$700.00	$14,700.00	$850.00	$17,850.00	$1,500.00	$31,500.00	$1,400.00	$29,400.00
24	Striping and Pavement Markings	1	LS	$20,000.00	$20,000.00	$18,400.00	$18,400.00	$19,000.00	$19,000.00	$33,000.00	$33,000.00	$20,000.00	$20,000.00	$22,000.00	$22,000.00	$29,050.00	$29,050.00	$23,300.00	$23,300.00
25	Raised Pavement Markers	1	LS	$3,000.00	$3,000.00	$2,900.00	$2,900.00	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$4,200.00	$4,200.00	$4,200.00	$4,200.00
	Base Bid: Walnut Avenue from Central to Court Total				**$1,578,359.00**		**$1,799,627.50**		**$1,809,790.00**		**$1,939,695.90**		**$1,863,730.00**		**$2,006,877.00**		**$2,098,887.00**		**$2,307,648.75**

Alternate Bid 1: Murray Avenue from Dudley to Encina				Don Berry Construction Kingsburg, CA		AJ Excavation Fresno, CA		Avison Construction Madera, CA		Agee Construction Clovis, CA		Emmetts Excavation Clovis, CA		Teichert Construction Fowler, CA		Cal Valley Construction Fresno, CA		Granite Construction Fresno, CA	
No.	Items	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Demobilization, including final site clean-up	1	LS	$37,000.00	$37,000.00	$12,500.00	$12,500.00	$15,000.00	$15,000.00	$40,000.00	$40,000.00	$25,000.00	$25,000.00	$30,000.80	$30,000.80	$28,000.00	$28,000.00	$5,000.00	$5,000.00
2	Water Pollution Prevention	1	LS	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$500.00	$500.00	$440.00	$440.00	$3,500.00	$3,500.00	$1,650.00	$1,650.00	$500.00	$500.00	$650.00	$650.00
3	Clearing and Grubbing	1	LS	$500.00	$500.00	$12,400.00	$12,400.00	$10,000.00	$10,000.00	$100.00	$100.00	$2,500.00	$2,500.00	$14,000.00	$14,000.00	$22,000.00	$22,000.00	$3,500.00	$3,500.00
4	Public Outreach	1	LS	$800.00	$800.00	$550.00	$550.00	$500.00	$500.00	$50.00	$50.00	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$500.00	$500.00	$500.00	$500.00
5	Traffic Control	1	LS	$20,000.00	$20,000.00	$28,000.00	$28,000.00	$15,000.00	$15,000.00	$40,000.00	$40,000.00	$65,000.00	$65,000.00	$65,000.00	$65,000.00	$200,000.00	$200,000.00	$60,000.00	$60,000.00
6	Construction Notification Signs	2	EA	$600.00	$1,200.00	$1,500.00	$3,000.00	$350.00	$700.00	$350.00	$700.00	$1,000.00	$2,000.00	$325.00	$650.00	$325.00	$650.00	$2,500.00	$5,000.00
7	Remove Concrete Ramp and Adjoining Sidewalk, Curb and Gutter (7,760 SF)	1	LS	$16,000.00	$16,000.00	$32,500.00	$32,500.00	$40,000.00	$40,000.00	$21,000.00	$21,000.00	$60,000.00	$60,000.00	$40,000.00	$40,000.00	$25,000.00	$25,000.00	$40,000.00	$40,000.00
8	Lower Existing SS Manhole Below Milling Depth	14	EA	$700.00	$9,800.00	$450.00	$6,300.00	$500.00	$7,000.00	$350.00	$4,900.00	$500.00	$7,000.00	$500.00	$7,000.00	$1,500.00	$21,000.00	$500.00	$7,000.00
9	Lower Existing SD Manhole Below Milling Depth	3	EA	$700.00	$2,100.00	$450.00	$1,350.00	$500.00	$1,500.00	$350.00	$1,050.00	$500.00	$1,500.00	$500.00	$1,500.00	$1,600.00	$4,800.00	$500.00	$1,500.00
10	Modify Existing Drain Inlet	4	EA	$1,600.00	$6,400.00	$5,100.00	$20,400.00	$4,000.00	$16,000.00	$4,300.00	$17,200.00	$4,700.00	$18,800.00	$2,500.00	$10,000.00	$3,800.00	$15,200.00	$2,500.00	$10,000.00
11	Single Pedestrian Push Button with Post	4	EA	$12,200.00	$48,800.00	$4,200.00	$16,800.00	$11,500.00	$46,000.00	$8,600.00	$34,400.00	$11,500.00	$46,000.00	$12,000.00	$48,000.00	$11,000.00	$44,000.00	$3,000.00	$12,000.00
12	Single Modified ADA Ramp with Detectable Surface	23	EA	$6,000.00	$138,000.00	$5,900.00	$135,700.00	$6,000.00	$138,000.00	$6,400.00	$147,200.00	$8,200.00	$188,600.00	$7,750.00	$178,250.00	$4,400.00	$101,200.00	$7,000.00	$161,000.00
13	Landscape Construction Modification	1	LS	$8,200.00	$8,200.00	$6,100.00	$6,100.00	$10,000.00	$10,000.00	$3,200.00	$3,200.00	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$22,000.00	$22,000.00	$10,000.00	$10,000.00
14	Remove Complete AC Pavement to Sub-base	149,360	SF	$0.33	$49,288.80	$0.45	$67,212.00	$0.40	$59,744.00	$0.30	$44,808.00	$0.50	$74,680.00	$0.38	$56,756.80	$0.30	$44,808.00	$0.30	$44,808.00
15	Proof Roll AB	149,360	SF	$0.02	$2,987.20	$0.20	$29,872.00	$0.10	$14,936.00	$0.01	$1,493.60	$0.10	$14,936.00	$0.12	$17,923.20	$0.15	$22,404.00	$0.06	$8,961.60
16	Additional Class 2 AB (If Required, 5% assumed)	520	TON	$70.00	$36,400.00	$51.00	$26,520.00	$25.00	$13,000.00	$46.00	$23,920.00	$91.00	$47,320.00	$42.00	$21,840.00	$30.00	$15,600.00	$38.00	$19,760.00
17	Paving Mat	149,360	SF	$0.33	$49,288.80	$0.35	$52,276.00	$0.40	$59,744.00	$0.35	$52,276.00	$0.40	$59,744.00	$0.37	$55,263.20	$0.30	$44,808.00	$0.35	$52,276.00
18	Warm Mix Asphalt (Type B, 3/4 ") for 4" Overlay	3,985	TON	$86.30	$343,905.50	$86.00	$342,710.00	$90.00	$358,650.00	$87.00	$346,695.00	$107.00	$426,395.00	$93.00	$370,605.00	$106.00	$422,410.00	$83.00	$330,755.00
19	Video Detection Systems	1	LS	$140,000.00	$140,000.00	$132,000.00	$132,000.00	$135,000.00	$135,000.00	$151,000.00	$151,000.00	$137,000.00	$137,000.00	$134,000.00	$134,000.00	$132,000.00	$132,000.00	$180,000.00	$180,000.00
20	Traffic Signal Box Replacement or Relocation (If Required)	2	EA	$7,500.00	$15,000.00	$7,000.00	$14,000.00	$7,000.00	$14,000.00	$7,800.00	$15,600.00	$6,800.00	$13,600.00	$6,800.00	$13,600.00	$6,500.00	$13,000.00	$3,000.00	$6,000.00
21	Survey Monuments	6	EA	$650.00	$3,900.00	$600.00	$3,600.00	$700.00	$4,200.00	$675.00	$4,050.00	$500.00	$3,000.00	$260.00	$1,560.00	$750.00	$4,500.00	$1,400.00	$8,400.00
22	Adjust SS Manhole Covers and Boxes to Finish Grade	14	EA	$1,400.00	$19,600.00	$700.00	$9,800.00	$1,500.00	$21,000.00	$700.00	$9,800.00	$700.00	$9,800.00	$1,000.00	$14,000.00	$1,500.00	$21,000.00	$1,100.00	$15,400.00
23	Adjust SD Manhole Covers and Boxes to Finish Grade	3	EA	$1,400.00	$4,200.00	$700.00	$2,100.00	$1,500.00	$4,500.00	$700.00	$2,100.00	$700.00	$2,100.00	$1,100.00	$3,300.00	$1,500.00	$4,500.00	$1,100.00	$3,300.00
24	Striping and Pavement Markings	1	LS	$9,800.00	$9,800.00	$10,100.00	$10,100.00	$9,500.00	$9,500.00	$10,100.00	$10,100.00	$10,000.00	$10,000.00	$14,000.00	$14,000.00	$9,950.00	$9,950.00	$10,000.00	$10,000.00
25	Raised Pavement Markers	1	LS	$1,700.00	$1,700.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,450.00	$1,450.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$1,400.00	$1,400.00	$1,400.00	$1,400.00
	Alternate Bid 1: Murray Avenue from Dudley to Encina Total				**$967,370.30**		**$969,390.00**		**$996,074.00**		**$973,532.60**		**$1,234,475.00**		**$1,112,399.00**		**$1,221,230.00**		**$997,210.60**

Alternate Bid 2: Paradise Sinkhole Project				Don Berry Construction Kingsburg, CA		AJ Excavation Fresno, CA		Avison Construction Madera, CA		Agee Construction Clovis, CA		Emmetts Excavation Clovis, CA		Teichert Construction Fowler, CA		Cal Valley Construction Fresno, CA		Granite Construction Fresno, CA	
No.	Items	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Demobilization, including final site clean-up	1	LS	$6,000.00	$6,000.00	$3,000.50	$3,000.50	$3,000.00	$3,000.00	$6,000.00	$6,000.00	$4,000.00	$4,000.00	$14,000.00	$14,000.00	$16,000.00	$16,000.00	$3,000.00	$3,000.00
2	Traffic Control	1	LS	$15,000.00	$15,000.00	$12,500.00	$12,500.00	$500.00	$500.00	$4,600.00	$4,600.00	$8,500.00	$8,500.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00	$23,000.00	$23,000.00
3	Worker Protection	1	LS	$5,500.00	$5,500.00	$1,100.00	$1,100.00	$25,000.00	$25,000.00	$13,500.00	$13,500.00	$1,000.00	$1,000.00	$125,000.00	$125,000.00	$22,000.00	$22,000.00	$40,000.00	$40,000.00
4	Demolition (Pavement, Concrete, & Landscape Strip)	1	LS	$5,000.00	$5,000.00	$8,500.00	$8,500.00	$15,000.00	$15,000.00	$6,000.00	$6,000.00	$7,500.00	$7,500.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
5	Roadway Excavation	1	LS	$40,000.00	$40,000.00	$84,500.00	$84,500.00	$75,000.00	$75,000.00	$66,000.00	$66,000.00	$12,000.00	$12,000.00	$55,000.00	$55,000.00	$40,000.00	$40,000.00	$78,000.00	$78,000.00
6	Earthwork - Engineered Fill	717	CY	$38.00	$27,246.00	$140.00	$100,380.00	$97.00	$69,549.00	$64.00	$45,888.00	$50.00	$35,850.00	$90.00	$64,530.00	$110.00	$78,870.00	$150.00	$107,550.00
7	Concrete Curb & Gutter (City Std. C-4)	30	LF	$135.00	$4,050.00	$83.00	$2,490.00	$62.00	$1,860.00	$64.00	$1,920.00	$45.00	$1,350.00	$65.00	$1,950.00	$40.00	$1,200.00	$68.00	$2,040.00
8	Sidewalk (City Std. C-9)	174	SF	$15.00	$2,610.00	$14.00	$2,436.00	$9.00	$1,566.00	$11.50	$2,001.00	$8.00	$1,392.00	$15.00	$2,610.00	$7.00	$1,218.00	$12.00	$2,088.00
9	Drive Approach (City Sd. C-22)	237	SF	$27.00	$6,399.00	$23.00	$5,451.00	$14.00	$3,318.00	$13.50	$3,199.50	$17.00	$4,029.00	$16.00	$3,792.00	$12.00	$2,844.00	$20.00	$4,740.00
10	3" Warm Mix Asphalt (Type B, 3/4")	19	TON	$500.00	$9,500.00	$400.00	$7,600.00	$345.00	$6,555.00	$260.00	$4,940.00	$160.00	$3,040.00	$500.00	$9,500.00	$150.00	$2,850.00	$200.00	$3,800.00
11	7" Aggregate Base (Class 2)	29	TON	$60.00	$1,740.00	$95.00	$2,755.00	$145.00	$4,205.00	$82.00	$2,378.00	$76.00	$2,204.00	$200.00	$5,800.00	$32.00	$928.00	$84.00	$2,436.00
	Alternate Bid 2: Paradise Sinkhole Project Total				**$123,045.00**		**$230,712.50**		**$205,553.00**		**$156,426.50**		**$80,865.00**		**$302,182.00**		**$200,910.00**		**$271,654.00**
	Bid Total (Base Bid + Alt Bid 1 + Alt Bid 2)				**$2,668,774.30**		**$2,999,730.00**		**$3,011,417.00**		**$3,069,655.00**		**$3,179,070.00**		**$3,421,458.00**		**$3,521,027.00**		**$3,576,513.35**

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0681 **Agenda Date:** 1/18/2022 **Agenda #:** 9.

Agenda Item Wording:
Authorize the annexation and amendment of Landscape and Lighting Assessment District (L&LD) No. 20-04, "Walnut Park Estates"; and ordering the improvements and levying the annual assessments for Landscape and Lighting Assessment District (L&LD) No. 20-04 "Walnut Park Estates", a subdivision located on the north and south sides of West Hillsdale Avenue between North Marcin and North Preston Streets (Resolution Nos. 2022-01, 2022-02 required).
Deadline for Action: 1/18/2022

Submitting Department: Community Development

Contact Name and Phone Number:
Ather Razaq, Associate Engineer, ather.razaq@visalia.city <mailto:ather.razaq@visalia.city>, (559) 713-4268
Paul Bernal, Community Development Director, paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>, (559)713-4025

Department Recommendation:
Staff recommends that City Council adopt Resolution No. 2022-01 initiating the proceeding for amendment and annexation of Landscape and Lighting Assessment District No. 20-04; "Walnut Park Estates" and adopt Resolution No. 2022-02 ordering the improvements and levying the annual assessment for Landscape and Lighting Assessment District No. 20-04, "Walnut Park Estates".

Summary:
The final map for Walnut Park Estates created 33 total lots (32 single-family dwelling lots and one remainder lot). Landscape and Lighting Assessment District (L&LD) No. 20-04 was formed levying the annual assessment on 33 lots. The City Council authorized the formation of L&LD No. 20-04 on October 19, 2020.

The four new lots (i.e., Lots 2, 3, 4, and 5 of the Hillsdale Southland subdivision) that are being annexed into L&LD No. 20-04, were created with the approval of the Hillsdale Southland Tentative Subdivision Map No. 5574, approved by the Planning Commission on May 26, 2020. The Hillsdale Southland subdivision modified the Walnut Park Estates subdivision by extending Burrel Court further to the east. The extension of Burrel Court facilitated local street connectivity to Lots 1 through 5 of the Hillsdale Southland Final Map. A copy of the Hillsdale Southland Final Map is included as Attachment 4 to this staff report. Please note, Lot 1 of the Hillsdale Southland Final Map was already included in L&LD No. 20-04 because this lot was originally created with the approval of the Walnut Park Estates subdivision (see Attachment No. 3 Walnut Park Estates Final Map).

Landscape and Lighting Assessment District No. 20-04 needs to be amended as a result of the addition of these four new lots. The following changes related to the assessment and annexation of

existing improvements within Landscape and Lighting Assessment District No. 20-04 are required:

- Annexation of 0.90 acres into Landscape and Lighting District No. 20-04 consisting of four lots for single-family homes.
- Three landscape trees in the landscape setback along Hillsdale Avenue.
- Two street trees on Burrel Court.
- One streetlight on Burrel Court.
- 207 linear feet of block wall along Hillsdale Avenue.
- 6,100 square feet of pavement area (Burrel Court).
- 3,891 square feet of landscape area to be maintained.
- Removal of 21,540 square feet of asphalt pavement (i.e., Hillsdale Avenue).

(*Attachment 5 provides an illustration and break down of the items noted above.*)

Removal of Asphalt Pavement (Hillsdale Avenue)

Currently L&LD No. 20-04 also includes the maintenance of asphalt pavement on Hillsdale Avenue within the district boundary. Hillsdale Avenue is classified as a “Collector” road per the City’s Circulation Element and should not have been included in L&LD No. 20-04 to be maintained by the district. Only “Local” streets are included in the landscape and lighting assessment districts and therefore, staff has identified the need to remove 24,540 square feet of asphalt pavement (i.e., Hillsdale Avenue) from L&LD No. 20-04. The removal of the “Collector” status roadway from the district is consistent with the adjacent L&LD’s to the east and west of the Walnut Park subdivision, and per the City’s policy for only including local roads within the landscape and lighting assessment districts. Please note, Measure N and additional funds will be used to maintain Hillsdale Avenue pavement.

The Landscape & Lighting Assessment District No. 20-04 was reviewed and approved as to form by the Landscape & Lighting District Committee on September 30, 2020. Lots 2 through 5 of the Hillsdale Southland subdivision map are ready to be annexed into L&LD No. 20-04. All new landscaping installed with this development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO). MWELO requires that landscaping and irrigation plans be certified by a qualified entity (i.e., Landscape Architect) as meeting the State and City’s water conservation requirements. In addition, MWELO increases water efficiency standards for new landscapes through use of more efficient irrigation systems, inclusion of drought tolerant plant and tree species, and by limiting the portion of landscapes that can be covered in turf.

Background Discussion:

The City of Visalia has been allowing the developers of subdivisions to form assessment districts

under the Landscape and Lighting Act of 1972, and now under Proposition 218, in lieu of using a homeowner's associations for the maintenance of common features such as landscaping, irrigation systems, streetlights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

The City of Visalia would need permission from the individual owners in the existing district if the annexation of the new phase would cause the per lot assessment in the Engineer's Report to increase, which is not occurring at this time. A total of 33 lots have been incorporated into the L&LD No. 20-04 district to date. This annexation would increase the total by four additional lots bringing the total number of lots for L&LD No. 20-04 to 37 lots.

The Landscape and Lighting Act allows for the use of summary proceedings when all the affected property owners have given their written consent to waive the requirement for a public hearing. The notice period is also waived. The owner of this development has given their written consent to waive the public hearing and annex to this district, (see Attachment No. 6 Application for L&LD Annexation Waiver of Hearing). The use of summary proceedings allows for the initiation of proceedings and the final annexation action of the assessment district to be acted upon together as separate resolutions.

The removal of pavement maintenance for Hillsdale Avenue is considered to be a substantial change to the existing improvements in the district. The Landscape and Lighting Act requires that when substantial changes are made to the improvements within a district a notice of hearing shall be given. Since the per lot assessment will decrease in the district, a notice of hearing was published in local newspapers to comply with the Landscape and Lighting Act of 1972 (section 22626).

Please note, the Hillsdale Southland Subdivision is located on the east side of the Walnut Park Estates subdivision. Landscape and Lighting Assessment District No. 21-03 was formed for the Hillsdale Southland subdivision levying the annual assessment to 41 of the 46 lots for this subdivision (i.e., lots 6 through 46 of the Hillsdale Southland Map, see Attachment 4).

Fiscal Impact:

The four additional lots will be contributing to L&LD No. 20-04, created for maintenance of common features related to the Walnut Park Estates subdivision. The estimated costs to maintain the district includes the costs to maintain any landscaping, street trees, landscape trees, streetlights, block walls, and pavement on local streets. However, in no case shall the assessment be greater than: 1) The actual cost of providing the benefit conferred to each parcel plus any prior years' deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year's assessment.

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits as noted above.

Committee/Commission Review and Action:

- On August 12, 2019, the Planning Commission approved the Walnut Park Estates Tentative Subdivision Map No. 5572.
- On May 26, 2020, the Planning Commission approved the Hillsdale Southland Tentative Subdivision Map No. 5574.

Prior Council Action:

- On April 19, 2021, the City Council authorized the recordation of the final map and formation of Landscape and Lighting Assessment District No. 21-03, “Hillsdale Southland”.
- On October 19, 2020, the City Council authorized the formation of Landscape and Lighting Assessment District No. 20-04, “Walnut Park Estates”.
- On July 20, 2020, the City Council authorized the recordation of the final map for Walnut Park Estates.
- On June 10, 1987, Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

Alternatives: None Recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the adoption of Resolution No. 22-01 initiating proceeding for the annexation and amendment of Landscape and Lighting Assessment District No. 20-04 “Walnut Park Estates”; and adopt Resolution No. 22-02 ordering the improvements and levying the annual assessment for Assessment District No. 20-04 “Walnut Park Estates”.

CEQA Review: Negative Declaration No. 2019-53, adopted August 12, 2019.

Attachments:

1. Resolution for Landscape & Lighting District
   a. Initiating Proceeding for Annexation and Amendment, Clerk’s Certification, Resolution Ordering the Improvements,
   b. Exhibit “A” - Assessment District
   c. Exhibit “B” - Landscape Location Diagram
   d. Exhibit “C” - Engineer’s Report
2. Location Map
3. Walnut Park Final Map
4. Hillsdale Southland Final Map
5. Amendment to L&LD No. 20-04
6. Application of L&LD annexation (Waiver of Hearing)

RESOLUTION NO. 2022-01

RESOLUTION FOR AMENDMENT AND ANNEXATION
TO ASSESSMENT DISTRICT NO. 20-04
Walnut Park Estates
(Pursuant to Landscape and Lighting Act of 1972)

WHEREAS, a public hearing has been scheduled for January 18th, 2022, at 7:00 p.m. in the Visalia City Council Chambers, located at 707 West Acequia Avenue to discuss an amendment of the improvements being maintained in Landscape and Lighting District No. 20-04 and to annex additional land into Landscape and Lighting District No. 20-04; and

WHEREAS, a copy of this resolution, which is intended for adoption by the Visalia City Council was published pursuant to the Streets and Highways Code at least ten days prior to the scheduled hearing date pursuant to Streets and Highways Code section 22552-22553; and

WHEREAS, an engineer's report reviewing the modifications and annexations of Landscape and Lighting District No. 20-04 has been prepared and it determined that the changes will decrease the assessment; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. It is the intent of the Visalia City to levy and collect assessments within Landscape and Lighting District No. 20-04.

2. District No. 20-04 is located north and south of Hillsdale Avenue between Marcin Street and Preston Street.

3. The amendment will remove 21,540 square foot of pavement maintenance area from the district.

4. In addition to the improvement modifications, the City Council is approving the annexation, pursuant to the Landscaping & Lighting Act of 1972, (Section 22500 and following, Streets & Highways Code) of additional territory into Landscape and Lighting District No. 20-04, this additional territory consists of a portion of the Hillsdale Southland subdivision.

5. The annexation adds 0.90 acres into Landscape and Lighting District No. 20-04, consisting of four single-family lots, two street trees, three landscape trees, 3,891 square feet of landscape area, one streetlight, 207 linear feet of block wall, 6,100 square feet of local street pavement area, and other applicable equipment and improvements to be maintained as referenced in the engineer's report.

6. The City Engineer has updated the engineer's report for Landscape and Lighting District No. 20-04, a copy is on file with the City Clerk, and it shows a full and detailed description of the improvements with the modifications described above, the boundaries of the assessment district as modified by the annexation, and the proposed assessments upon the assessable lots and parcels of land within the district. With these modifications and changes the per lot assessment decreases from $818.78 per lot to $727.60 per lot.

7. The amended district shall continue with the designation “Assessment District No. 20-04, City of Visalia, Tulare County, California” and shall include the land shown on the map designated “Assessment Diagram, Assessment District No. 20-04, City of Visalia, Tulare County, California”, which is on file with the City Clerk and is hereby approved and known as “Walnut Park Estates.”

8. The owner of the annexed territory, “Presidio JJR Tiffany Ranch 78, LLC, A Delaware Limited liability Company” has filed a written request for the annexation of this property and therefore mailed notice of hearing to the annexed property was dispensed with pursuant to the Streets and Highways Code.

PASSED AND ADOPTED: LESLIE B. CAVIGLIA, CITY CLERK

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

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2022-01 passed and adopted by the Council of the City of Visalia at a regular meeting held on January 18, 2022.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 20-04
Walnut Park Estates
(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 20-04, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on January 18, 2022 by its Resolution No. 2022-01.

This document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

RESOLUTION NO. 2022-02

RESOLUTION ORDERING THE IMPROVEMENTS FOR
ASSESSMENT DISTRICT NO. 20-04
Walnut Park Estates
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution for Amendment and Annexation to Assessment District No. 20-04, City of Visalia, Tulare County, California, and directed the filing of the Engineer's Report on the proposed annexation and amendment.

2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.

3. The owners of all land within the boundaries of the proposed landscape and lighting district have filed their consent to the formation of the proposed district, and to the adoption of the Engineer's Report and the levy of the assessments stated therein.

4. The City Council hereby orders the improvements and the formation of the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.

5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2021-22.

6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:

   a. Clerk's Certification to County Auditor
   b. Resolution Initiating Proceedings
   c. Resolution Ordering Improvements
   d. Engineer's Report:

Exhibit A	-	Assessment Diagram showing all parcels of real property within the Assessment District
Exhibit B	-	Landscape Location Diagram
Exhibit C	-	Tax Roll Assessment
Exhibit D	-	Engineer's Report

PASSED AND ADOPTED: January 18, 2022 LESLIE B. CAVIGLIA, CITY CLERK

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

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2022-02 passed and adopted by the Council of the City of Visalia at a regular meeting held on January 18, 2022.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

Exhibit "A"
Assessment Diagram
Landscape & Lighting Assessment District No. 20-04
Walnut Park Estates Ranch

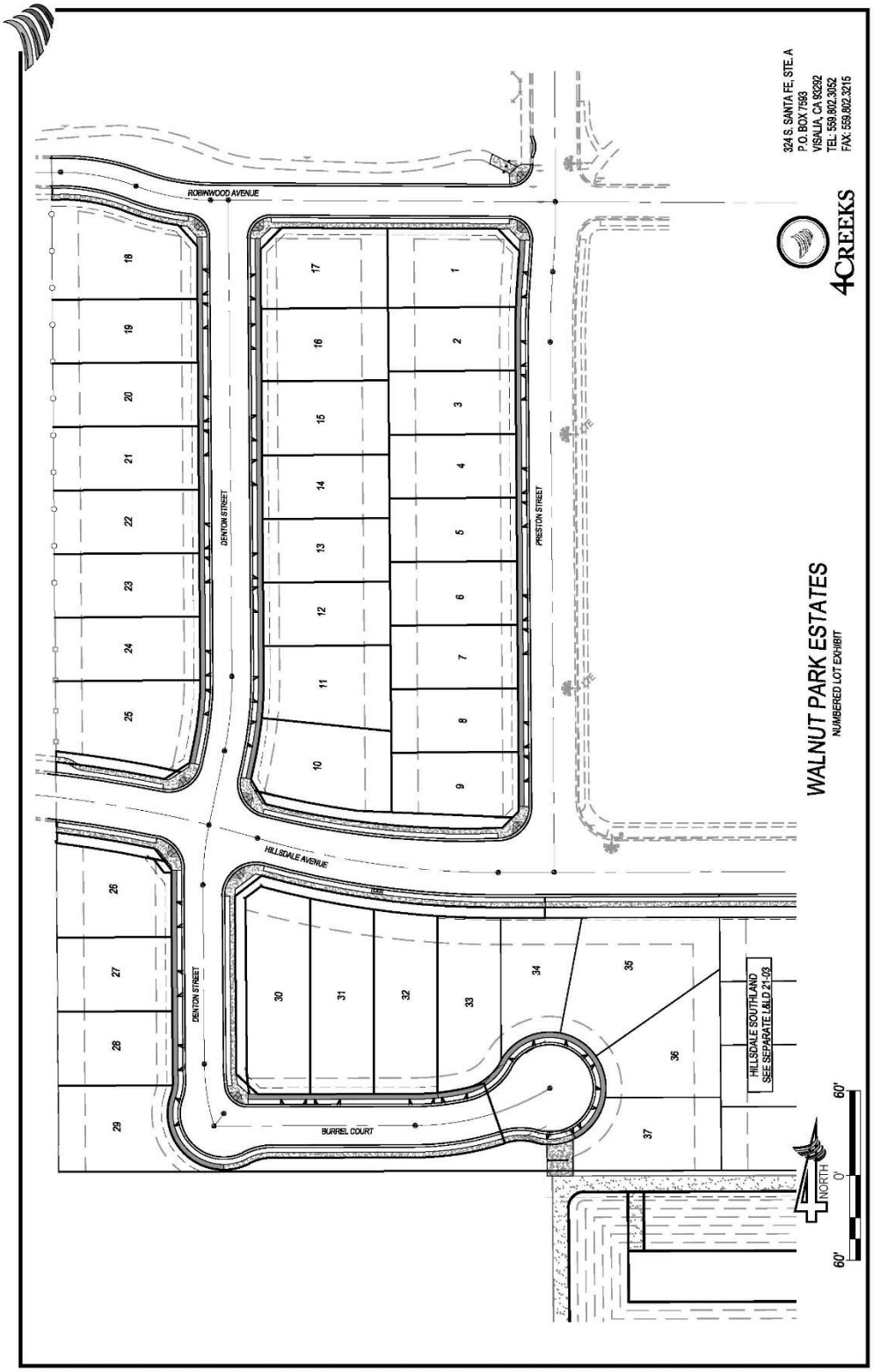


Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 20-04
Walnut Park Estates Ranch

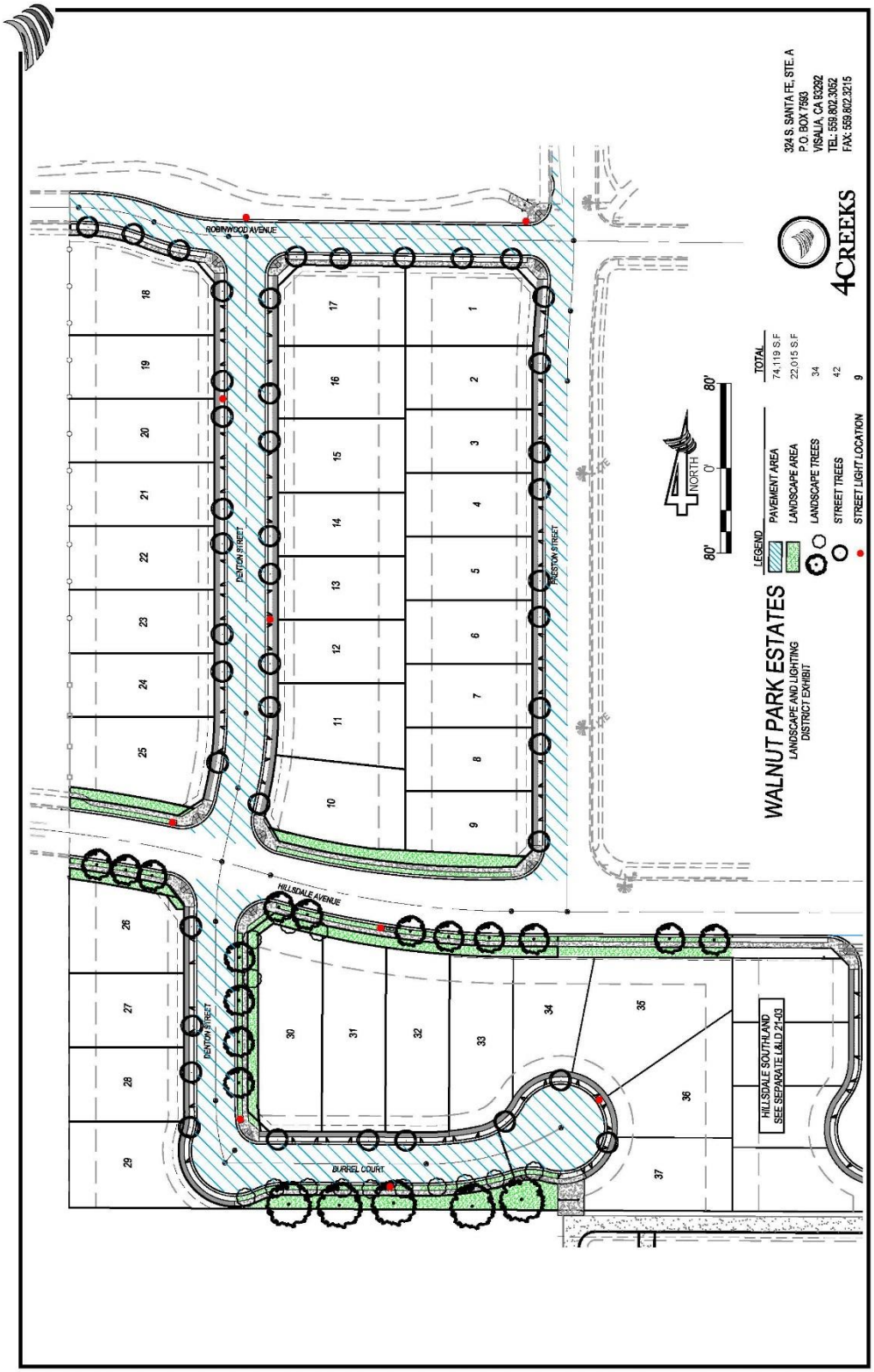


Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 20-04
Walnut Park Estates Ranch
Fiscal Year 2021-22

APN #	Assessment	Owner	Lot #	District
085-580-048	$727.60	Walnut Park Estates	20-04001	20-04 Walnut Park Estates
085-580-049	$727.60	Walnut Park Estates	20-04002	20-04 Walnut Park Estates
085-580-050	$727.60	Walnut Park Estates	20-04003	20-04 Walnut Park Estates
085-580-051	$727.60	Walnut Park Estates	20-04004	20-04 Walnut Park Estates
085-580-052	$727.60	Walnut Park Estates	20-04005	20-04 Walnut Park Estates
085-580-053	$727.60	Walnut Park Estates	20-04006	20-04 Walnut Park Estates
085-580-054	$727.60	Walnut Park Estates	20-04007	20-04 Walnut Park Estates
085-580-055	$727.60	Walnut Park Estates	20-04008	20-04 Walnut Park Estates
085-580-056	$727.60	Walnut Park Estates	20-04009	20-04 Walnut Park Estates
085-580-057	$727.60	Walnut Park Estates	20-04010	20-04 Walnut Park Estates
085-580-058	$727.60	Walnut Park Estates	20-04011	20-04 Walnut Park Estates
085-580-059	$727.60	Walnut Park Estates	20-04012	20-04 Walnut Park Estates
085-580-060	$727.60	Walnut Park Estates	20-04013	20-04 Walnut Park Estates
085-580-061	$727.60	Walnut Park Estates	20-04014	20-04 Walnut Park Estates
085-580-062	$727.60	Walnut Park Estates	20-04015	20-04 Walnut Park Estates
085-580-063	$727.60	Walnut Park Estates	20-04016	20-04 Walnut Park Estates
085-580-064	$727.60	Walnut Park Estates	20-04017	20-04 Walnut Park Estates
085-580-065	$727.60	Walnut Park Estates	20-04018	20-04 Walnut Park Estates
085-580-065	$727.60	Walnut Park Estates	20-04019	20-04 Walnut Park Estates
085-580-067	$727.60	Walnut Park Estates	20-04020	20-04 Walnut Park Estates
085-580-068	$727.60	Walnut Park Estates	20-04021	20-04 Walnut Park Estates
085-580-069	$727.60	Walnut Park Estates	20-04022	20-04 Walnut Park Estates
085-580-070	$727.60	Walnut Park Estates	20-04023	20-04 Walnut Park Estates
085-580-071	$727.60	Walnut Park Estates	20-04024	20-04 Walnut Park Estates
085-580-072	$727.60	Walnut Park Estates	20-04025	20-04 Walnut Park Estates
085-660-001	$727.60	Walnut Park Estates	20-04026	20-04 Walnut Park Estates
085-660-002	$727.60	Walnut Park Estates	20-04027	20-04 Walnut Park Estates
085-660-003	$727.60	Walnut Park Estates	20-04028	20-04 Walnut Park Estates
085-660-004	$727.60	Walnut Park Estates	20-04029	20-04 Walnut Park Estates
085-660-005	$727.60	Walnut Park Estates	20-04030	20-04 Walnut Park Estates
085-660-006	$727.60	Walnut Park Estates	20-04031	20-04 Walnut Park Estates
085-660-007	$727.60	Walnut Park Estates	20-04032	20-04 Walnut Park Estates
085-660-010	$727.60	Walnut Park Estates	20-04033	20-04 Walnut Park Estates
085-660-011	$727.60	Walnut Park Estates	20-04034	20-04 Walnut Park Estates
085-660-012	$727.60	Walnut Park Estates	20-04035	20-04 Walnut Park Estates
085-660-013	$727.60	Walnut Park Estates	20-04036	20-04 Walnut Park Estates
085-660-014	$727.60	Walnut Park Estates	20-04037	20-04 Walnut Park Estates

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 20-04
Walnut Park Estates Ranch
Fiscal Year 2021-22

General Description

This Assessment District (20-04, Walnut Park Estates) is located on the Hillsdale Avenue and Preston Street. Exhibit "A" is a map of Assessment District 20-04. This District includes maintenance of shrub area, irrigation systems, street trees, landscape trees, block walls, streetlights, pavement on local streets, and any other applicable equipment or improvements. The maintenance of irrigation systems and block wall includes, but is not limited to, maintaining the structural and operational integrity of these features and repairing and acts of vandalism (graffiti, theft or damage) that may occur. This District includes the preventative maintenance of all internal local City streets by means including, but not limited to, overlays, cape seals, crack seals, and reclamite (oiling).

Determination of Benefit

The purpose of landscaping is to provide an aesthetic impression for the area. The lighting is to provide safety and visual impressions for the area. The block wall provides security, aesthetics, and sound suppression. The maintenance of any landscape areas, streetlights, streets, and block walls is vital for the protection of both economic and humanistic values of the development. In order to preserve the values incorporated within developments and to concurrently have an adequate funding source for the maintenance of all internal local streets within the subdivision, the City Council has determined that landscape areas, streetlights, block walls, street trees, and all internal local streets should be included in a maintenance district to ensure satisfactory levels of maintenance.

Method of Apportionment

In order to provide an equitable assessment to all owners within the District, the following method of apportionment has been used. All lots in the District benefit equally, including lots not adjacent to landscape areas, block walls, and street lights. The lots not adjacent to landscape areas, block walls, and street lights benefit by the uniform maintenance and overall appearance of the District. All lots in the District have frontage on an internal local street and therefore derive a direct benefit from the maintenance of the local streets.

Estimated Costs

The estimated costs to maintain the District includes the costs to maintain any landscaping, street trees, landscape trees, street lights, block walls, and pavement on local streets. The regular preventive maintenance of pavement on local streets is based on the following schedule: Reclamite on a 5 year cycle, Crack Seal on a 7 year cycle; Cape Seal on a 15 year cycle and Overlays on a 20 year cycle.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 20-04
Walnut Park Estates Ranch
Fiscal Year 2021-22

The quantities, estimated costs, and per lot assessment in the "Walnut Park Estates" landscape and lighting district are as follows:

Decription	20 Yr Cycle	Unit	Amount	Cost Per Unit	per Year	Annual Cost Per Unit	Annual Total Cost
Turf	Monthly	Sq Ft	-	$ 0.020	12	$ 0.240	$ -
Shrub	Monthly	Sq Ft	22,015	$ 0.013	12	$ 0.156	$ 3,434.34
Water	Monthly	Sq Ft	22,015	$ 0.010	12	$ 0.120	$ 2,641.80
Electricity	Monthly	meter	2	$ 12.000	12	$ 144.000	$ 288.00
Landscape trees	Annual	Each	34	$ 60.00	1	$ 60.000	$ 2,040.00
Interior Street Tree	Annual	Each	42	$ 60.00	1	$ 60.000	$ 2,520.00
Street Lights (Electricity & Maint)	Monthly	Each	9	$ 11.30	12	$ 135.600	$ 1,220.40
Block Wall	Annual	Ln Ft	1,731	$ 0.75	1	$ 0.750	$ 1,298.25
Project Management	Annual	Lots	37	$ 40.00	1	$ 40.000	$ 1,480.00
						Subtotal	$ 14,922.79

Decription	20 Yr Cycle	Unit	Amount	Cost Per Unit	per Year	Cost Per Unit	Annual Total Cost
Reclamite (5 year cycle)	Twice	Sq Yd	8,235	$ 0.96	2	$ 0.960	$ 790.56
Crack seal (7 year cycle)	Twice	Sq Yd	8,235	$ 0.68	2	$ 0.680	$ 559.98
cape seal (15 year cycle)	Once	Sq Yd	8,235	$ 7.42	1	$ 7.420	$ 3,055.19
2.0' Overlay (20 year cycle)	Once	Sq Yd	8,235	$ 12.50	1	$ 12.496	$ 5,145.23
						Subtotal	$ 9,550.95

Total							$ 24,473.74
10% Reserve Fund (Repairs)			10%				$ 2,447.37
Grand Total							$ 26,921.12
Number of Lots							37
Annual Per Lot Assessment							$ 727.60

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 20-04
Walnut Park Estates Ranch
Fiscal Year 2021-22

Annual Cost Increase

This assessment district shall be subject to an automatic annual increase derived by the following formula:

year "n" assessment = ($26,921.12) $(1.05)^{(n-1)}$

where "n" equals the age of the assessment district with year one (1) being the year that the assessment district was formed;

However, in no case shall the assessment be greater than 1) The actual cost of providing the benefit conferred to each parcel plus any prior years' deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year's assessment.

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits identified above.

Example 1) The year four estimated costs are $29,344.02 [a 9% increase over the base year assessment of $26,921.12]. The ceiling on the assessment increase for year four would be $31,164.56 [ceiling = ($26,921.12) $(1.05)^{(4-1)}$]. The assessment would be set at $29,344.02 or the actual cost of providing the maintenance effort.

Example 2) The year four assessment is estimated at the actual cost of providing the maintenance effort of $30,420.87 [a 7% increase over the previous year assessment and a 13.0% increase over the base year assessment]. The ceiling on the assessment increase for year four would be $31,164.56 [ceiling = ($26,921.12) $(1.05)^{(4-1)}$]. The assessment would be set at $30,420.87 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3) The year four assessment is $29,344.02 [a 9% increase over the base year assessment $26,921.12] and damage occurred to the masonry wall raising the year five assessment to $35,799.71 [a 22% increase over the previous year assessment]. The year five assessment will be capped at $32,278.42, a 10% increase over the previous year and under the ceiling of $32,722.29 [ceiling = ($26,921.12) $(1.05)^{(5-1)}$]. The difference of $3,521.28 will be recognized as a deficit and carried over into future years' assessment.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 20-04
Walnut Park Estates Ranch
Fiscal Year 2021-22

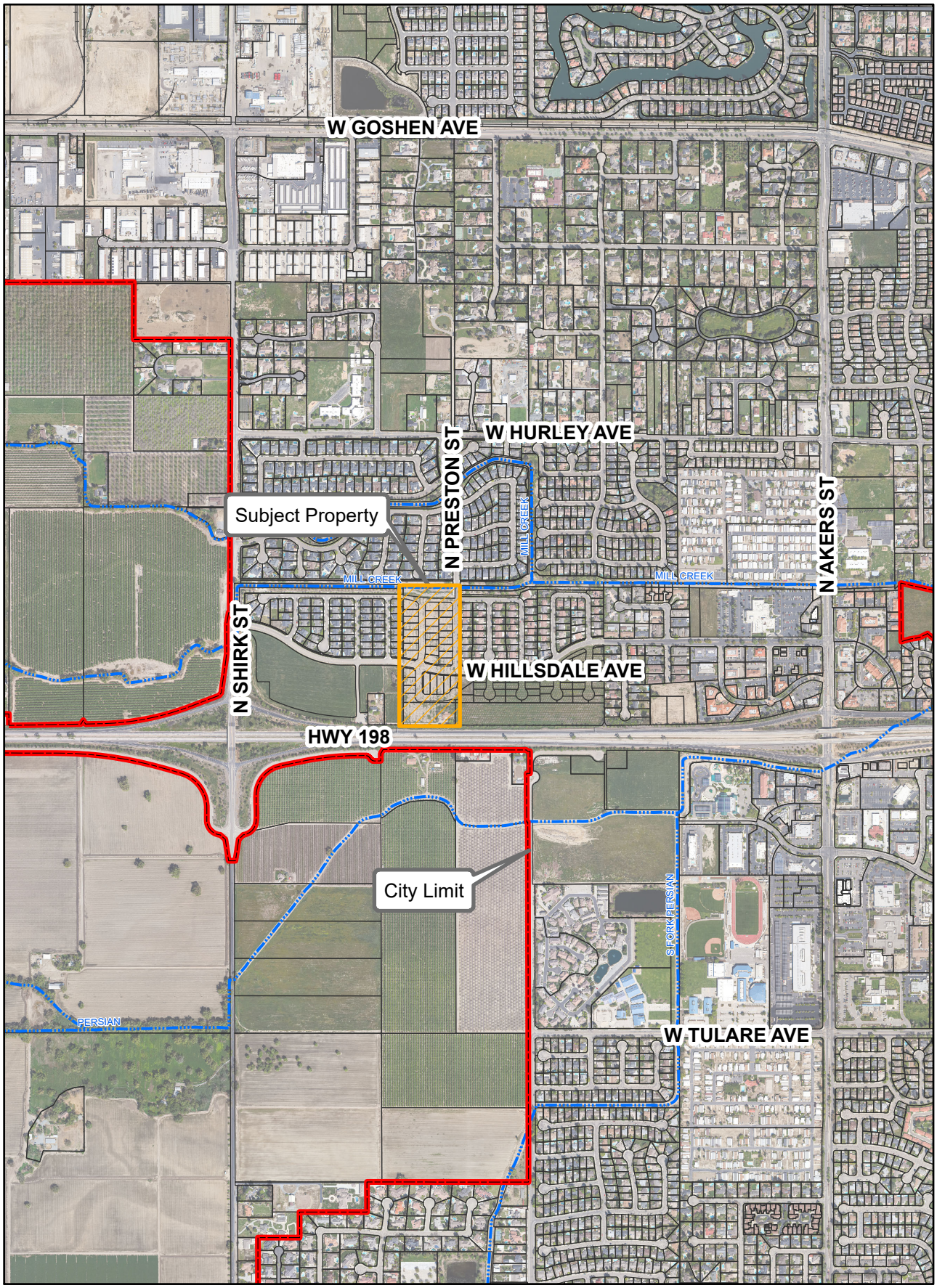
City Engineer Certification

I hereby certify that this report was prepared under my supervision and this report is based on information obtained from the improvement plans of the subject development.

_____

Frank Senteno Date
City Engineer

LOCATION MAP



WALNUT PARK ESTATES

PROPERTY OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. *LOTS A THROUGH E IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES,PEDESTRIAN ACCESS, SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES.*
2. *RIGHT OF WAY FOR ROBINWOOD AVENUE, DENTON STREET, PRESTON STREET, HILLSDALE AVENUE, AND BURREL COURT IN FEE TO THE CITY OF VISALIA FOR ROAD PURPOSES.*
3. *PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).*

PRESIDIO IJR TIFFANY RANCH 78, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: IJR MANAGEMENT SERVICES INC. A CALIFORNIA CORPORATION, ITS OPERATING MANAGER

JOSEPH A. LEAL, PRESIDENT

SAM A. SCIACCE AND MARLENE E. SCIACCA, AS TRUSTEES OF THE SCIACCA FAMILY REVOCABLE TRUST OF OCTOBER 22, 2001

SAM A. SCIACCA

MARLENE E. SCIACCA

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON 08/07/2020, *BEFORE ME,* AMANDA RAMOS, *A NOTARY PUBLIC*
PERSONALLY APPEARED, JOSEPH A. LEAL
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____ *PRINT NAME* AMANDA RAMOS

MY COMMISSION EXPIRES: 04/10/2022 *COMMISSION NO.* 2234275

PRINCIPAL PLACE OF BUSINESS: TULARE *COUNTY*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON 8/10/20, *BEFORE ME,* AMANDA RAMOS, *A NOTARY PUBLIC*
PERSONALLY APPEARED, SAM A. SCIACCA AND MARLENE E. SCIACCA
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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STATE OF CALIFORNIA/COUNTY OF TULARE

ON _____, *BEFORE ME,* _____, *A NOTARY PUBLIC*

PERSONALLY APPEARED, _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____ *PRINT NAME* _____

MY COMMISSION EXPIRES: _____ *COMMISSION NO.* _____

PRINCIPAL PLACE OF BUSINESS: _____ *COUNTY*

LEGAL DESCRIPTION

THE PROPERTY HEREIN DESCRIBED BEING LOCATED IN SECTION 27, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

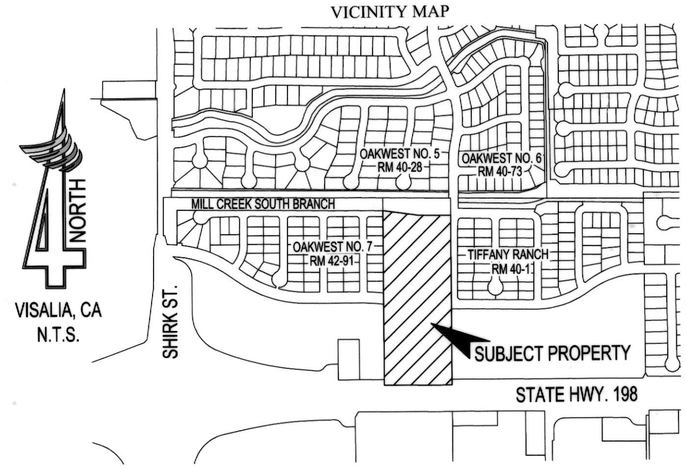
THAT PORTION OF LOT 6 OF THE KELSEY TRACT SUBDIVISION NO. 1, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 16, PAGE 6 OF MAPS, TULARE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS PARCEL NO. 3 OF PARCEL MAP NO. 1984 AS PER MAP RECORDED IN BOOK 20, PAGE 85 OF PARCEL MAPS, TULARE COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 12, 1997, DOCUMENT NO. 97-054016, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF VISALIA BY DEED RECORDED MARCH 20, 2013, DOCUMENT NO. 2013-0017510, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF VISALIA BY DEED RECORDED MARCH 28, 2014, DOCUMENT NO. 2014-0015183, OFFICIAL RECORDS.

VICINITY MAP



FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NO. 06107C0928E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA EFFECTIVE JUNE 16,2009,THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISHED FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

VERTICAL DATUM NOTE: BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE SHOWN ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 20-04, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

PROFESSIONAL LAND SURVEYOR
RANDY D. WASNICK
12/31/20
EXP.
P.L.S. 8163
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES, IN JUNE OF 2020 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RANDY D. WASNICK *P.L.S. 8163* *DATE* 8/7/2020

PROFESSIONAL LAND SURVEYOR
JEFFREY S. LAND
P.L.S. 8634
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

JEFFREY S. LAND *P.L.S. 8634* *DATE* 8/14/2020

CITY PLANNER

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE WALNUT PARK ESTATES TENTATIVE SUBDIVISION MAP NO. 5572 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON AUGUST 12, 2019.

PAUL BERNAL *DATE* 8/14/2020

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS _____ *DAY OF* _____, *20*____

JASON T BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK
OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

CITY OF VISALIA
COUNTY OF TULARE

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE 26th *DAY OF* July, *20*20, *AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC ACCEPTING THE PUBLIC UTILITY EASEMENTS, BLOCK WALL EASEMENTS, AND STREETS OFFERED FOR DEDICATION AND INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN UPON THIS MAP.*

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS 17th *DAY OF* August, *20*20

RANDY GROOM
CITY MANAGER/CITY CLERK

FEE PAID _____

BY: _____
CHIEF DEPUTY CITY CLERK

RECORDER'S STATEMENT

DOCUMENT NO. _____ *FEE PAID:* _____

FILED THIS _____ *DAY OF* _____, *2020, AT* ___*M.,*

IN VOLUME _____ *OF MAPS, AT PAGE* _____ *TULARE COUNTY RECORDS,*
AT THE REQUEST OF 4 CREEKS, INC.

ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

PREPARED BY:
4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

WALNUT PARK ESTATES

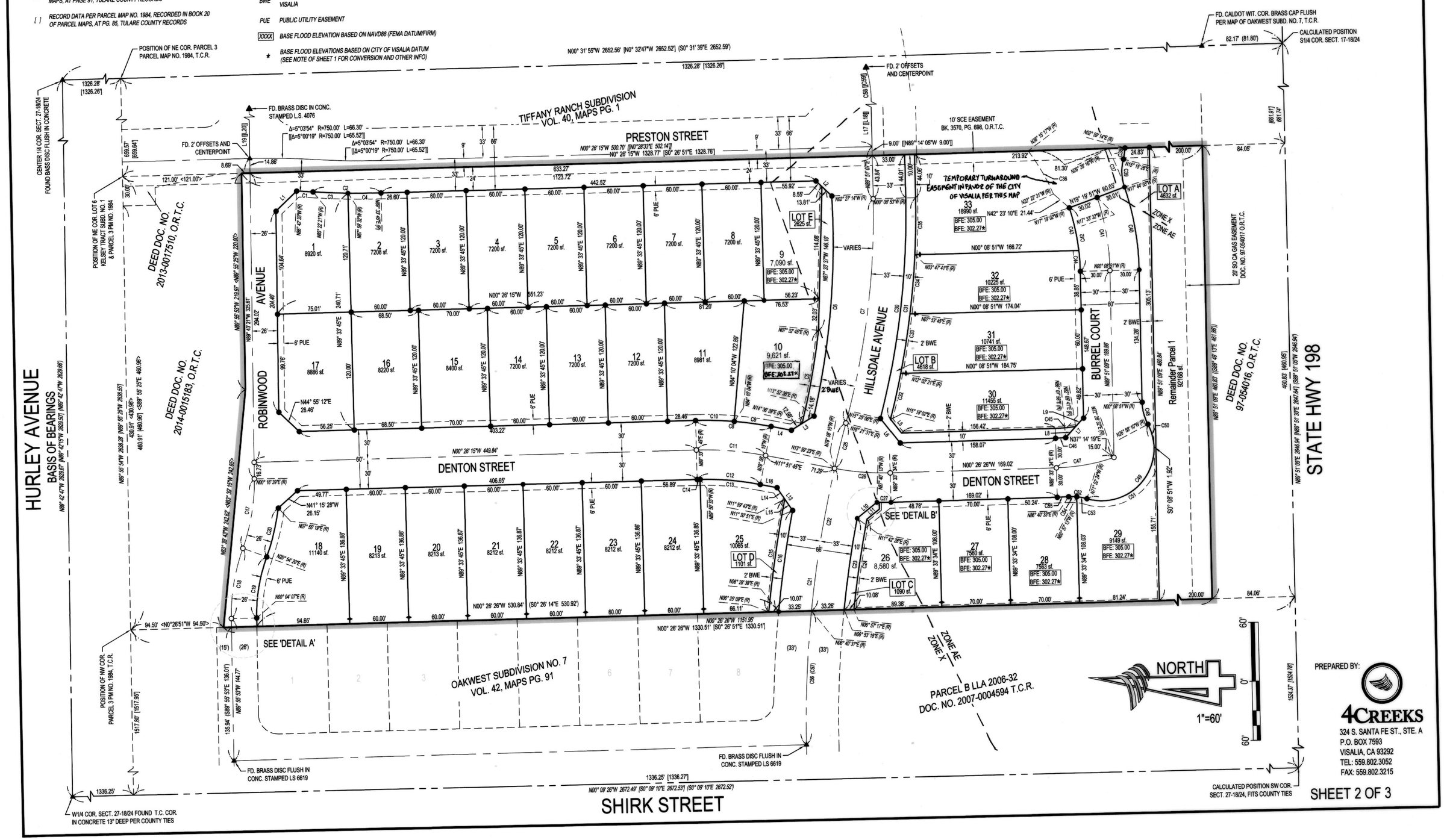
CURVE AND LINE TABLES AND DETAILS ON SHEET 3

LEGEND

- ▲ MONUMENT FOUND AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED PLS 8163, ALSO AT ALL LOT CORNERS AND POINTS OF CURVATURE
- ○ SET BRASS DISC IN CONCRETE STAMPED PLS 8163
- ♦ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- ( ) RECORD DATA PER OAKWEST NO. 7, RECORDED IN VOLUME 42 OF MAPS, AT PAGE 91, TULARE COUNTY RECORDS
- [ ] RECORD DATA PER PARCEL MAP NO. 1984, RECORDED IN BOOK 20 OF PARCEL MAPS, AT PG. 85, TULARE COUNTY RECORDS
- < > RECORD DATA PER DEED RECORDED MARCH 28, 2014, AS DOCUMENT NO. 2014-0015183, TULARE COUNTY OFFICIAL RECORDS.
- (( )) RECORD DATA PER DEED RECORDED AUGUST 12, 1997, DOCUMENT NO. 97-054016, TULARE COUNTY OFFICIAL RECORDS.
- [[ ]] RECORD DATA PER MAP OF TIFFANY RANCH SUBDIVISION, RECORDED IN VOLUME 40 OF MAPS, AT PAGE 1, TULARE COUNTY RECORDS
- LIMITS OF SUBDIVISION MAP
- BWE BLOCKWALL AND CONCRETE FOOTING EASEMENT TO THE CITY OF VISALIA
- PUE PUBLIC UTILITY EASEMENT
- XXXX BASE FLOOD ELEVATION BASED ON NAVD88 (FEMA DATUM/FIRM)
- * BASE FLOOD ELEVATIONS BASED ON CITY OF VISALIA DATUM (SEE NOTE OF SHEET 1 FOR CONVERSION AND OTHER INFO)

BASIS OF BEARINGS

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27-18/24 PER MAP OF OAKWEST NO. 7, AS RECORDED IN VOL. 42 OF MAPS, AT PG. 91, TULARE COUNTY RECORDS



PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 2 OF 3

WALNUT PARK ESTATES

Curve Table			
Curve #	Length	Radius	Delta
C1	16.73	717.00	1°20'12"
C2	69.22	783.00	5°03'54"
C3	35.80	783.00	2°37'12"
C4	33.41	783.00	2°26'42"
C5	96.18	780.00	7°03'54"
C6	225.17	790.00	16°19'50"
C7	230.48	800.00	16°30'24"
C8	77.28	360.00	12°18'00"
C9	37.89	360.00	6°01'49"
C10	39.39	360.00	6°16'10"
C11	70.84	330.00	12°18'00"
C12	64.40	300.00	12°18'00"
C13	61.29	300.00	11°42'18"
C14	3.11	300.00	0°35'41"
C15	116.11	1193.00	5°34'34"
C16	104.00	1183.00	5°02'12"
C17	72.01	200.00	20°37'41"
C18	72.73	200.00	20°50'13"
C19	63.28	174.00	20°50'13"
C20	51.21	226.00	12°59'01"

Curve Table			
Curve #	Length	Radius	Delta
C21	330.66	1150.00	16°28'27"
C22	146.78	1150.00	7°18'46"
C23	93.96	1117.00	4°49'10"
C24	92.80	1107.00	4°48'11"
C25	47.55	1150.00	2°22'09"
C26	56.96	265.26	12°18'11"
C27	14.27	295.26	2°46'12"
C28	2.59	295.26	0°30'07"
C29	11.69	295.26	2°16'06"
C30	226.31	833.00	15°33'59"
C31	227.30	843.00	15°26'55"
C32	47.98	843.00	3°15'41"
C33	60.96	843.00	4°08'36"
C34	60.34	843.00	4°06'05"
C35	58.01	843.00	3°56'34"
C36	50.87	210.00	13°52'46"
C37	42.63	280.00	8°43'21"
C38	11.35	53.00	12°16'12"
C39	28.80	50.00	33°00'21"
C40	86.02	280.00	17°36'05"

Curve Table			
Curve #	Length	Radius	Delta
C41	75.97	250.00	17°24'41"
C42	65.93	220.00	17°10'11"
C43	44.74	220.00	11°39'11"
C44	21.18	220.00	5°31'00"
C45	20.66	160.00	7°23'53"
C46	10.17	170.00	3°25'36"
C47	59.63	200.00	17°05'02"
C48	23.41	50.00	26°49'19"
C49	124.97	53.00	135°05'46"
C50	24.81	53.00	26°49'19"
C51	100.16	53.00	108°16'27"
C52	18.72	50.00	21°27'03"
C53	10.51	50.00	12°02'57"
C54	8.20	50.00	9°24'05"
C55	11.58	230.00	2°53'01"
C56	136.33	1150.00	6°47'32"
C57	136.45	1150.00	6°47'54"
C58	15.71	600.00	1°29'59"
C59	15.71	600.00	1°29'59"

Line Table		
Line #	Length	Direction
L1	29.02	N43°12'57"W
L2	22.36	N44°43'33"E
L3	27.16	S30°55'41"E
L4	21.08	N11°51'45"E
L5	18.02	N52°44'00"E
L6	31.92	S52°29'20"W
L7	27.35	N47°00'26"W
L8	15.19	S47°00'26"E
L9	12.17	S47°00'26"E
L10	25.88	N37°58'53"W

Line Table		
Line #	Length	Direction
L11	16.20	N37°58'53"W
L12	6.95	N88°10'20"W
L13	28.20	S56°41'18"W
L14	14.07	N56°41'18"E
L15	14.13	N56°41'18"E
L16	17.52	N11°51'45"E
L17	565.30	S89°51'07"W
L18	565.30	S89°51'07"W
L19	288.30	N89°43'21"W
L20	288.30	N89°43'21"W

LEGEND

- ▲ *MONUMENT FOUND AND ACCEPTED AS DESCRIBED*
- ● *SET 3/4" IRON PIPE TAGGED PLS 8163, ALSO AT ALL LOT CORNERS AND POINT OF CURVATURE*
- ○ *SET BRASS DISC IN CONCRETE STAMPED PLS 8163*
- ♦ *SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)*
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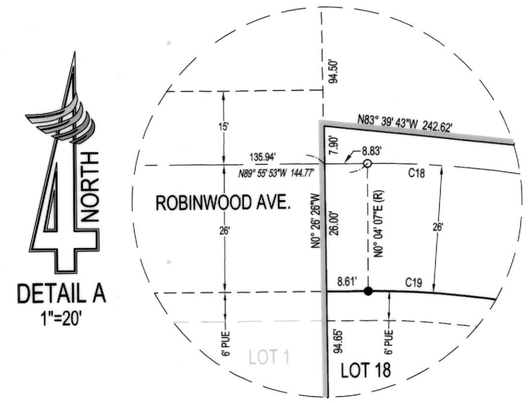
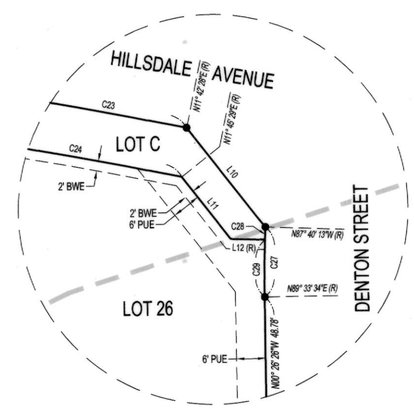
- BWE *BLOCKWALL AND CONCRETE FOOTING EASEMENT IN FAVOR OF THE CITY OF VISALIA*
- PUE *PUBLIC UTILITY EASEMENT*

BASIS OF BEARINGS

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27-18/24 PER MAP OF OAKWEST NO. 7, AS RECORDED IN VOL. 42 OF MAPS, AT PG. 91, TULARE COUNTY RECORDS



DETAIL A
1"=20'



DETAIL B
1"=20'

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 3 OF 3

HILLSDALE SOUTHLAND

PROPERTY OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. *LOTS A THROUGH F IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES, PEDESTRIAN ACCESS, SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES.*
2. *RIGHT OF WAY FOR HILLSDALE AVENUE, BOISE COURT, ROEBEN COURT, ANTHONY COURT, TOMMY COURT, AND DENTON COURT, IN FEE TO THE CITY OF VISALIA.*
3. *PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT), IN FAVOR OF THE CITY OF VISALIA.*
4. *STORM DRAIN EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAINAGE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON, IN FAVOR OF THE CITY OF VISALIA.*
5. *ACCESS EASEMENT AS SHOWN HEREON, IN FAVOR OF THE CITY OF VISALIA.*

PRESIDIO JJR TIFFANY RANCH 78, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: JJR MANAGEMENT SERVICES INC. A CALIFORNIA CORPORATION, ITS OPERATING MANAGER

JOSEPH A. LEAL, PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON 04/13/2021, *BEFORE ME,* AMANDA RAMOS *A NOTARY PUBLIC PERSONALLY APPEARED,* JOSEPH A. LEAL *WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.*

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE — AMANDA RAMOS *PRINT NAME*

MY COMMISSION EXPIRES: 04/10/2022 — 2234275 *COMMISSION NO.*

PRINCIPAL PLACE OF BUSINESS: TULARE *COUNTY*

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED APRIL 10, 2003, AS DOCUMENT NO. 2003-0031749, OF OFFICIAL RECORDS, LOCATED IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2;

THENCE NORTH 89°51'07" EAST, ALONG THE NORTH LINE OF SAID PARCEL 2, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF HILLSDALE AVENUE, 547.24 FEET MORE OR LESS, TO AN ANGLE POINT THEREIN;

THENCE EASTERLY 396.16 FEET MORE OR LESS, ALONG A TANGENT CURVE BEINF SAID NORTH LINE OF SAID PARCEL 2 AND RIGHT OF WAY LINE, CONCAVE TO THE NORTH, WITH A RADIUS OF 612.00 FEET AND A CENTRAL ANGLE OF 37°05'18", TO AN ANGLE POINT THEREIN;

THENCE CONTINUING EASTERLY 378.81 FEET MORE OR LESS, ALONG A REVERSE CURVE BEING SAID NORTH LINE OF PARCEL 2 AND RIGHT OF WAY LINE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 588.00 FEET AND A CENTRAL ANGLE OF 36°54'43" TO AN ANGLE POINT THEREIN;

THENCE NORTH 89°40'32" EAST, ALONG SAID NORTH LINE OF PARCEL 2 AND RIGHT OF WAY LINE OF HILLSDALE AVENUE, 23.54 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID PARCEL 2;

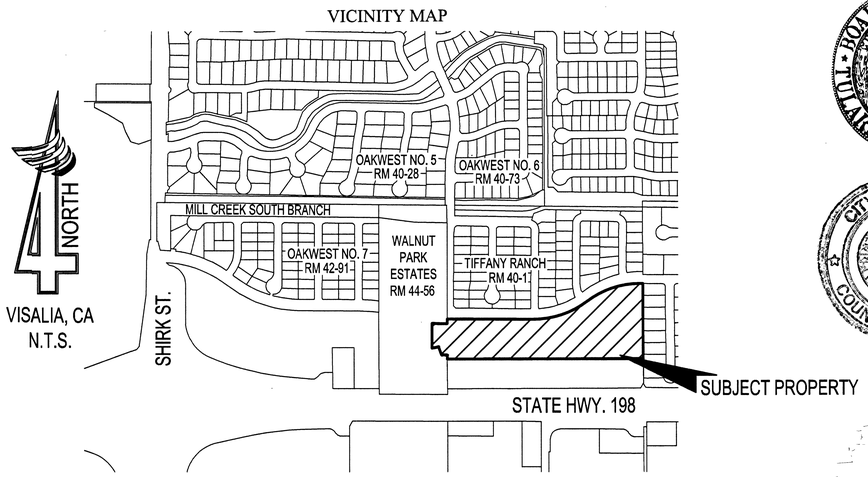
THENCE SOUTH 0°37'30" EAST, ALONG THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 512.60 FEET MORE OR LESS, TO A LINE PARALLEL WITH AND 200.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF HIGHWAY 198;

THENCE SOUTH 89°51'09" WEST, ALONG SAID PARALLEL LINE, 1322.53 FEET MORE OR LESS, TO THE WEST LINE OF SAID PARCEL 2;

THENCE NORTH 0°26'15" WEST, ALONG SAID WEST LINE, 269.75 FEET MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH LOT 33 SHOWN ON THE MAP OF WALNUT PARK ESTATES SUBDIVISION, AS RECORDED IN MAP BOOK NO. 44, AT PAGE 56, TULARE COUNTY RECORDS.

VICINITY MAP



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES, IN JUNE OF 2018. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR — RANDY D. WASNICK — Exp. 12/31/22 — P.L.S. 8163 — STATE OF CALIFORNIA

RANDY D. WASNICK *P.L.S. 8163* — 4/13/21 *DATE*

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR — JEFFREY S. LAND — P.L.S. 8634 — STATE OF CALIFORNIA

JEFFREY S. LAND *P.L.S. 8634* — 4/14/21 *DATE*

CITY PLANNER

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE HILLSDALE SOUTHLAND TENTATIVE SUBDIVISION MAP NO. 5574 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON MAY 26, 2020.

PAUL BERNAL — 4/15/21 *DATE*

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

DATED THIS 27th *DAY OF* April, 20 21

JASON T BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK
OF THE BOARD OF SUPERVISORS

BY: *DEPUTY*

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE 19th *DAY OF* APRIL, 20 21, *AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC ACCEPTING THE PUBLIC UTILITY EASEMENTS, ACCEPTING, SUBJECT TO IMPROVEMENT STORM DRAIN EASEMENT, ACCESS EASEMENT, BLOCK WALL EASEMENTS, AND STREETS OFFERED FOR DEDICATION, CONSENTING TO THE ABANDONMENT OF THE TEMPORARY TURNAROUND EASEMENT, POND EASEMENT, CONSTRUCTION EASEMENT, AND STORM DRAIN AND SEWER PIPELINE EASEMENT ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN UPON THIS MAP.*

CITY OF VISALIA — COUNTY OF TULARE

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS 23rd *DAY OF* APRIL, 20 21

RANDY GROOM
CITY MANAGER/CITY CLERK

FEE PAID _____

BY: Michelle Nicholson
CHIEF DEPUTY CITY CLERK

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NO. 06107C0928E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA EFFECTIVE JUNE 16,2009,THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISHED FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

VERTICAL DATUM NOTE: BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE SHOWN ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

TEMPORARY BUILDING RESTRICTIONS

A DECLARATION OF TEMPORARY BUILDING RESTRICTIONS WILL BE RECORDED ON LOT 2 UNTIL THE SOUTHERN CALIFORNIA EDISON EASEMENT RECORDED IN BOOK 3570, PAGE 698 OF OFFICIAL RECORDS IS ABANDONED OR QUITCLAIMED. A TERMINATION OF TEMPORARY BUILDING RESTRICTIONS WILL BE RECORDED BY THE CITY OF VISALIA AND CONSTRUCTION MAY OCCUR ON LOT 2 ONCE SAID EASEMENT IS TERMINATED

A DECLARATION OF TEMPORARY BUILDING RESTRICTIONS WILL BE RECORDED ON LOTS 39 THRU 42 UNTIL THE SOUTHERN CALIFORNIA EDISON EASEMENT RECORDED IN BOOK 3615, PAGE 697 OF OFFICIAL RECORDS IS ABANDONED OR QUITCLAIMED. A TERMINATION OF TEMPORARY BUILDING RESTRICTIONS WILL BE RECORDED BY THE CITY OF VISALIA AND CONSTRUCTION MAY OCCUR ON LOTS 39 THRU 42 ONCE SAID EASEMENT IS TERMINATED.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 21-03, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

ABANDONMENT NOTE

PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE FOLLOWING EASEMENTS:

1. *TEMPORARY TURNAROUND EASEMENT IN FAVOR OF THE CITY OF VISALIA, SHOWN ON THE MAP OF THE WALNUT PARK ESTATES SUBDIVISION, AS IT WAS RECORDED IN MAP BOOK NO. 44, PAGE 56, TULARE COUNTY RECORDS.*
2. *POND EASEMENT IN FAVOR OF THE CITY OF VISALIA, RECORDED APRIL 10, 2003, AS DOC. NO. 2003-0031752, OFFICIAL RECORDS TULARE COUNTY*
3. *CONSTRUCTION EASEMENT IN FAVOR OF MANGANO HOMES, INC., RECORDED APRIL 10, 2003, AS DOC. NO. 2003-0031753, OFFICIAL RECORDS TULARE COUNTY*
4. *STORM DRAIN AND SEWER PIPELINE EASEMENT IN FAVOR OF THE CITY OF VISALIA, RECORDED JUNE 5, 2003, AS DOC. NO. 2003-0051971, OFFICIAL RECORDS TULARE COUNTY*

RECORDER'S STATEMENT

DOCUMENT NO. 2021-0031213 *FEE PAID:* 89.00

FILED THIS 30th *DAY OF* APRIL, *2021, AT* 9:12 *A.M.,*

IN VOLUME 44 *OF MAPS, AT PAGE* 70 *TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.*

TARA FREITAS, CPA
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: Megan O'Neal
DEPUTY

PREPARED BY:
4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

4-28-2021

HILLSDALE SOUTHLAND

PROPERTY SUBJECT TO THE FOLLOWING UNPLOTTABLE EASEMENTS:

1. EASEMENT FOR RIGHTS OF WAY OF EXISTING DITCHES AND ROADS RECORDED FEBRUARY 27, 1917 IN BOOK 247, PAGE 206 OF DEEDS

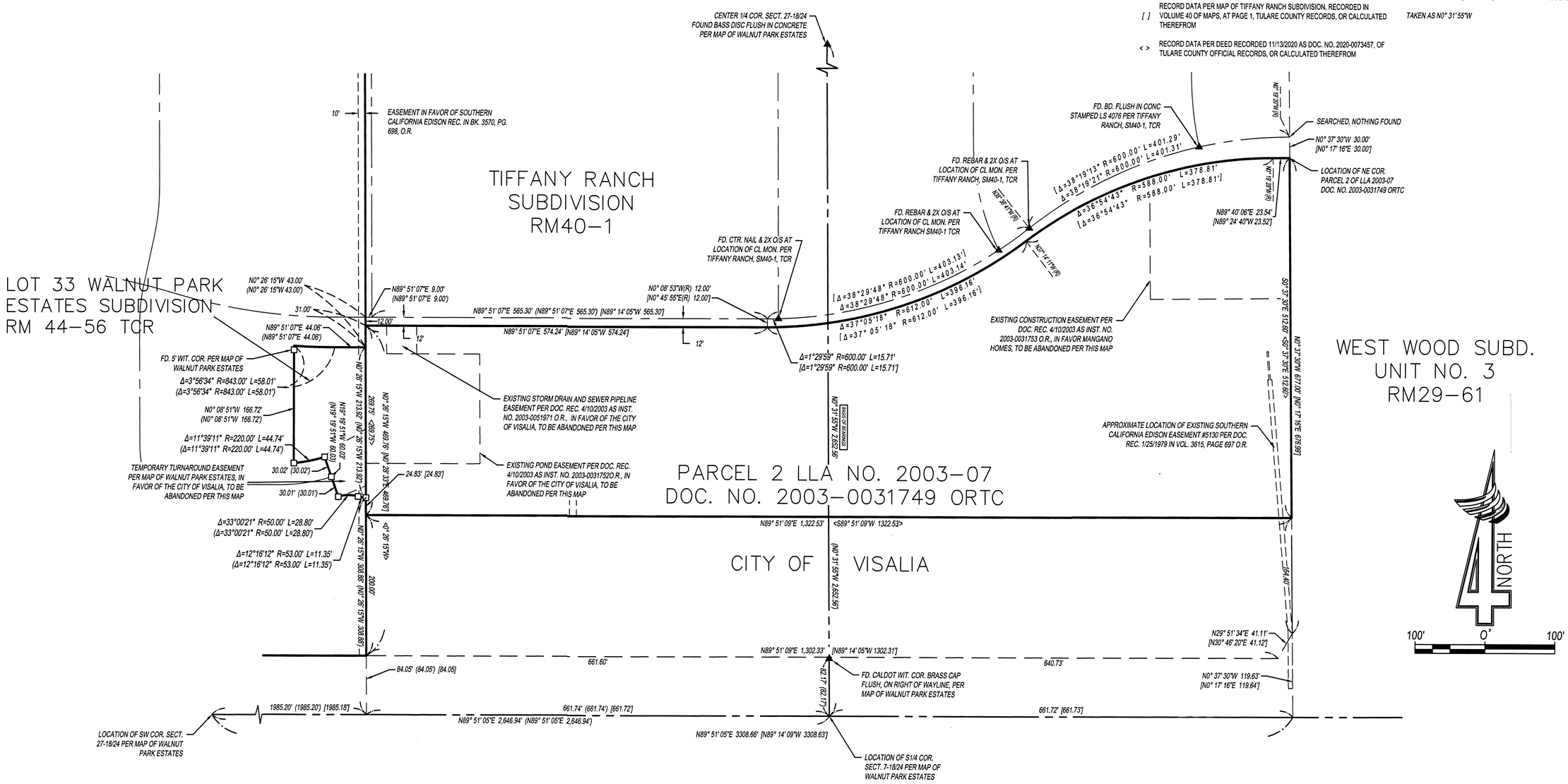
LEGEND

- ▲ MONUMENT FOUND AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED PLS 8163, ALSO AT ALL LOT CORNERS AND POINTS OF CURVATURE
- ○ SET BRASS DISC IN CONCRETE STAMPED PLS 8163
- ♦ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- □ FD. MONUMENT PER MAP OF WALNUT PARK ESTATES SUBDIVISION, 3/4" IRON PIPE TAGGED PLS 8163, UNLESS NOTED OTHERWISE
- ( ) RECORD DATA PER MAP OF WALNUT PARK ESTATES SUBDIVISON, RECORDED IN VOL. 44 OF MAPS, AT PG. 56, TULARE COUNTY RECORDS, OR CALCULATED THEREFROM
- [ ] RECORD DATA PER MAP OF TIFFANY RANCH SUBDIVISION, RECORDED IN VOLUME 40 OF MAPS, AT PAGE 1, TULARE COUNTY RECORDS, OR CALCULATED THEREFROM
- < > RECORD DATA PER DEED RECORDED 11/13/2020 AS DOC. NO. 2020-0073457, OF TULARE COUNTY OFFICIAL RECORDS, OR CALCULATED THEREFROM
- — LIMITS OF SUBDIVISION MAP
- BWE BLOCKWALL AND CONCRETE FOOTING EASEMENT IN FAVOR OF THE CITY OF VISALIA
- PUE PUBLIC UTILITY EASEMENT
- TCR TULARE COUNTY RECORDS
- ORTC OFFICIAL RECORDS TULARE COUNTY

BASIS OF BEARINGS

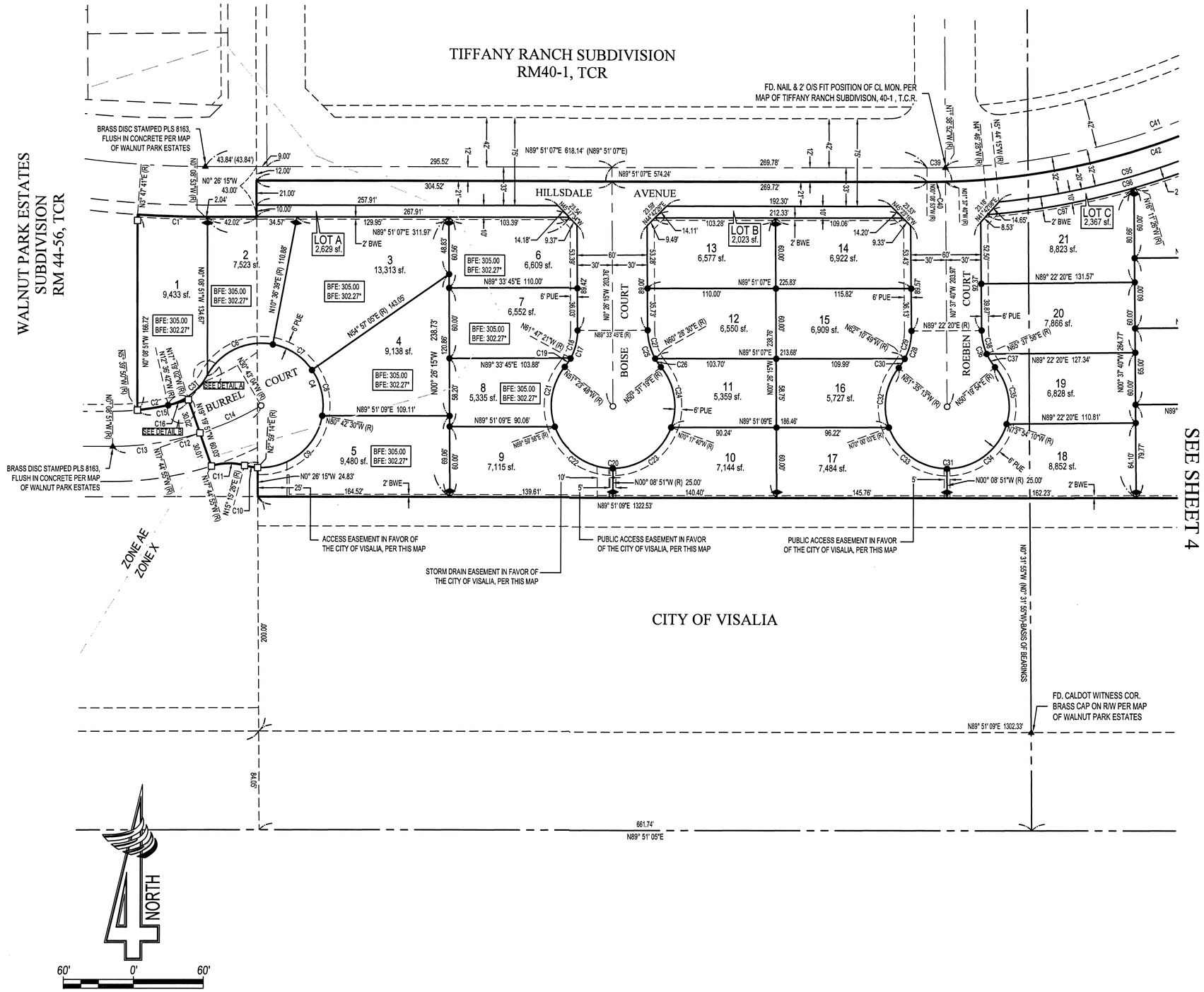
THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 27-18/24 AS SHOWN ON THE MAP OF WALNUT PARK ESTATES SUBDIVISON, RECORDED IN VOL. 44 OF MAPS, AT PG. 56, TULARE COUNTY RECORDS

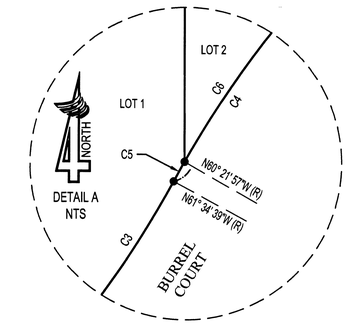
TAKEN AS N0° 31' 55"W

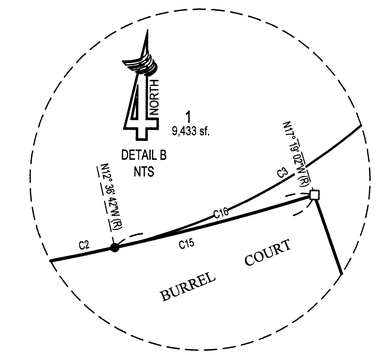


HILLSDALE SOUTHLAND

CURVE TABLE ON SHEET 4







LEGEND

- ▲ MONUMENT FOUND AND ACCEPTED AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED PLS 8163, ALSO AT ALL LOT CORNERS AND POINTS OF CURVATURE
- ○ SET BRASS DISC IN CONCRETE STAMPED PLS 8163
- ◆ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- □ FD. MONUMENT PER MAP OF WALNUT PARK ESTATES SUBDIVISION, 3/4" IRON PIPE TAGGED PLS 8163, UNLESS NOTED OTHERWISE
- ( ) RECORD DATA PER MAP OF WALNUT PARK ESTATES SUBDIVISON, RECORDED IN VOL. 44 OF MAPS, AT PG. 56, TULARE COUNTY RECORDS, OR CALCULATED THEREFROM
- [ ] RECORD DATA PER MAP OF TIFFANY RANCH SUBDIVISION, RECORDED IN VOLUME 40 OF MAPS, AT PAGE 1, TULARE COUNTY RECORDS, OR CALCULATED THEREFROM
- < > RECORD DATA PER DEED RECORDED 11/12/2020 AS DOC. NO. 2020-0073457, TULARE COUNTY OFFICIAL RECORDS, OR CALCULATED THEREFROM
- — LIMITS OF SUBDIVISION MAP
- BWE BLOCKWALL AND CONCRETE FOOTING EASEMENT IN FAVOR OF THE CITY OF VISALIA
- PUE PUBLIC UTILITY EASEMENT
- TCR TULARE COUNTY RECORDS
- ORTC OFFICIAL RECORDS TULARE COUNTY
- * BASE FLOOD ELEVATIONS BASED ON THE CITY OF VISALIA DATUM (SEE NOTE ON SHEET 1 FOR CONVERSION AND OTHER INFO)

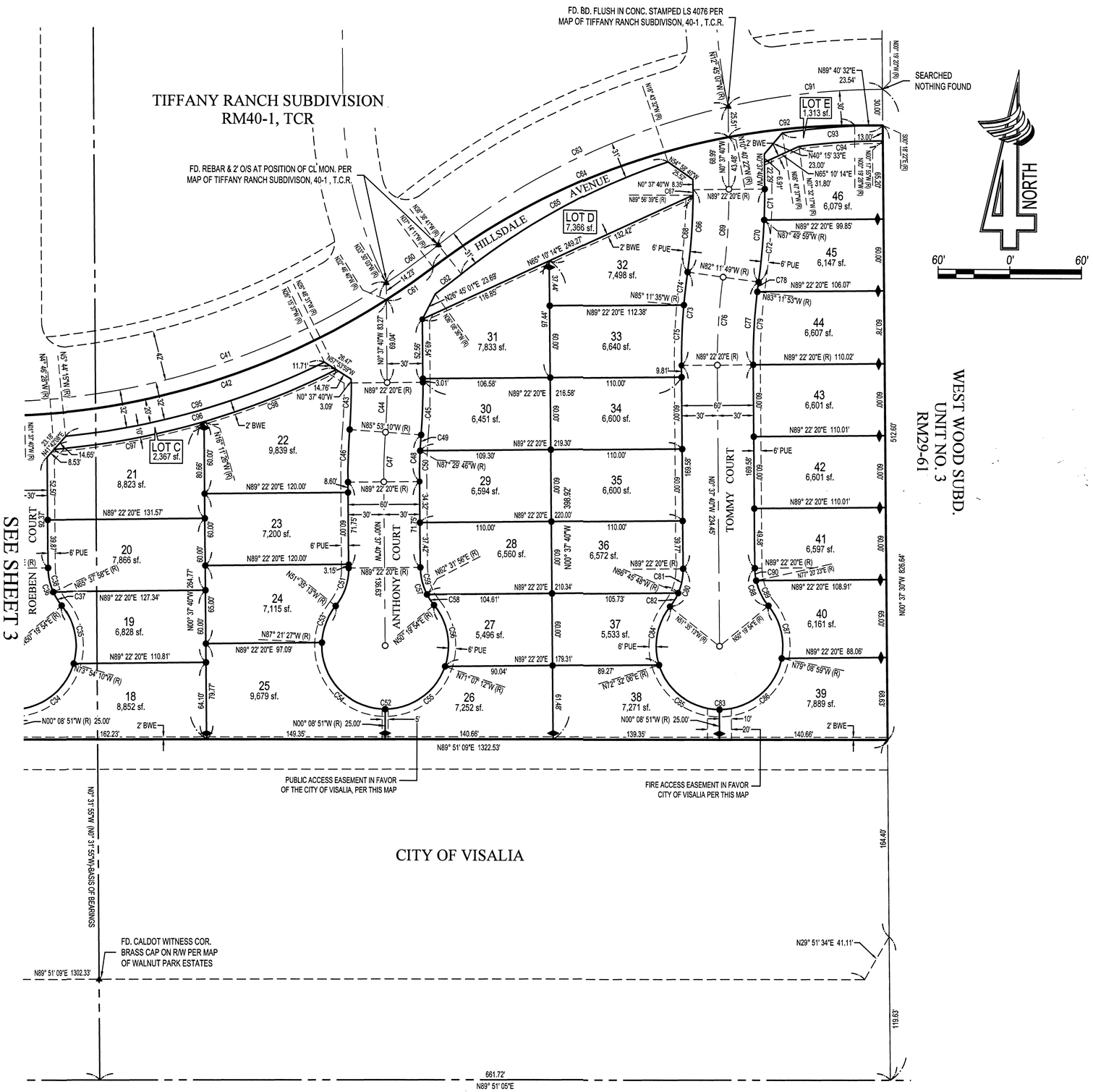
BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 27-18/24 AS SHOWN ON THE MAP OF WALNUT PARK ESTATES SUBDIVISON, RECORDED IN VOL. 44 OF MAPS, AT PG. 56, TULARE COUNTY RECORDS

TAKEN AS N0° 31' 55"W

4-28-2021

HILLSDALE SOUTHLAND



LEGEND

- ▲ *MONUMENT FOUND AND ACCEPTED AS DESCRIBED*
- ● *SET 3/4" IRON PIPE TAGGED PLS 8163, ALSO AT ALL LOT CORNERS AND POINTS OF CURVATURE*
- ○ *SET BRASS DISC IN CONCRETE STAMPED PLS 8163*
- ◆ *SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)*
- □ *FD. MONUMENT PER MAP OF WALNUT PARK ESTATES SUBDIVISION, 3/4" IRON PIPE TAGGED PLS 8163, UNLESS NOTED OTHERWISE*
- ( ) *RECORD DATA PER MAP OF WALNUT PARK ESTATES SUBDIVISION, RECORDED IN VOL. 44 OF MAPS, AT PG. 56, TULARE COUNTY RECORDS, OR CALCULATED THEREFROM*
- [ ] RECORD DATA PER MAP OF TIFFANY RANCH SUBDIVISION, RECORDED IN VOLUME 40 OF MAPS, AT PAGE 1, TULARE COUNTY RECORDS, OR CALCULATED THEREFROM
- < > RECORD DATA PER DEED RECORDED 11/12/2020 AS DOC. NO. 2020-0073457, TULARE COUNTY OFFICIAL RECORDS, OR CALCULATED THEREFROM
- — *LIMITS OF SUBDIVISION MAP*
- *BWE* *BLOCKWALL AND CONCRETE FOOTING EASEMENT IN FAVOR OF THE CITY OF VISALIA*
- *PUE* *PUBLIC UTILITY EASEMENT*
- *TCR* *TULARE COUNTY RECORDS*
- *ORTC* *OFFICIAL RECORDS TULARE COUNTY*
- * *BASE FLOOD ELEVATIONS BASED ON THE CITY OF VISALIA DATUM (SEE NOTE ON SHEET 1 FOR CONVERSION AND OTHER INFO)*

BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 27-18/24 AS SHOWN ON THE MAP OF WALNUT PARK ESTATES SUBDIVISION, RECORDED IN VOL. 44 OF MAPS, AT PG. 56, TULARE COUNTY RECORDS

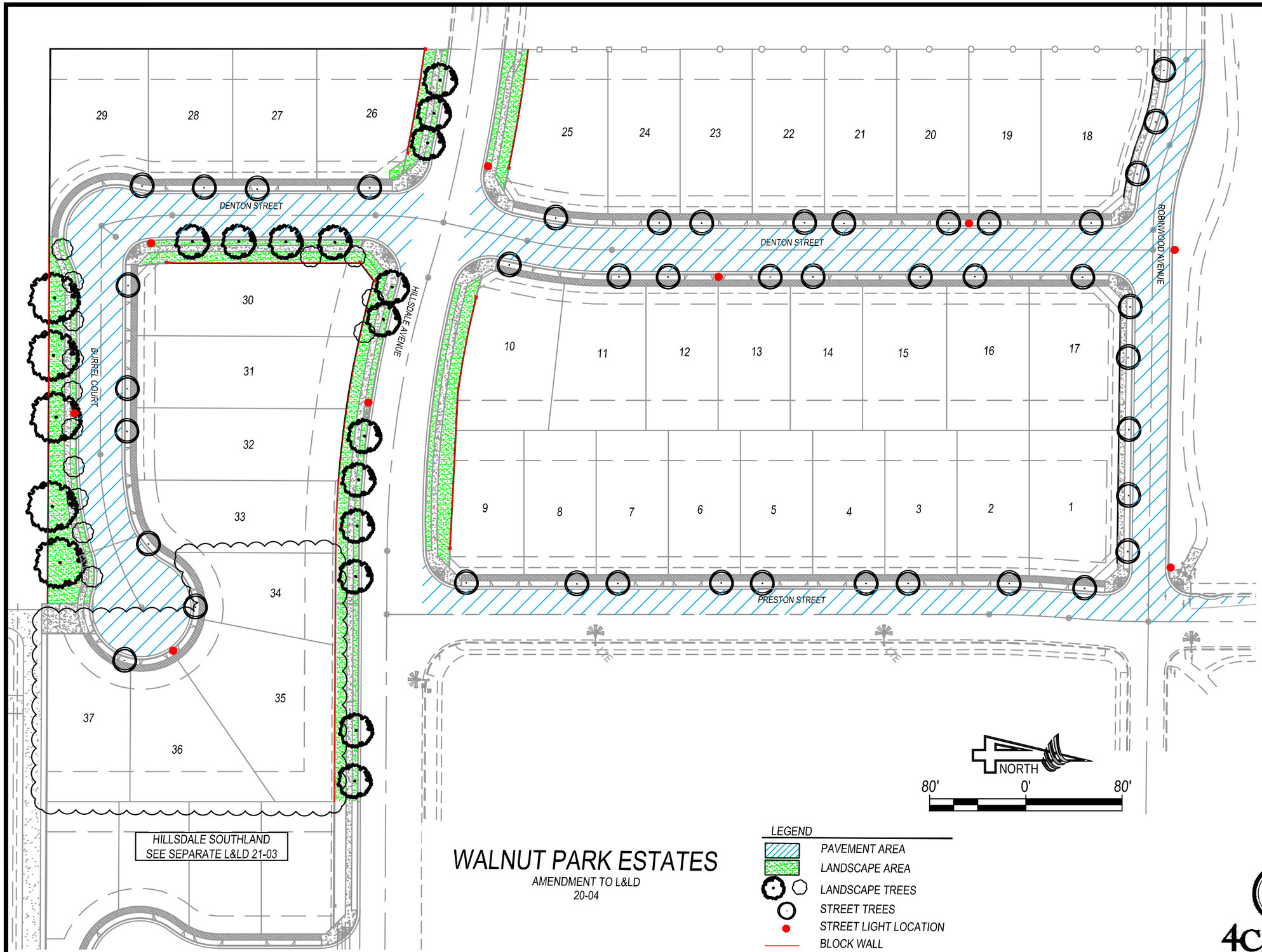
TAKEN AS N0° 31' 55"W

Curve Table			
Curve #	Delta	Length	Radius
C1	3°56'34"	58.01'	843.00'
C2	6°56'52"	26.68'	220.00'
C3	48°57'57"	42.73'	50.00'
C4	256°50'05"	237.58'	53.00'
C5	1°12'42"	1.12'	53.00'
C6	70°58'36"	65.66'	53.00'
C7	44°20'25"	41.02'	53.00'
C8	44°20'25"	41.02'	53.00'
C9	83°41'44"	77.42'	53.00'
C10	12°16'12"	11.35'	53.00'
C11	33°00'21"	28.80'	50.00'
C12	30°34'14"	133.39'	250.00'
C13	17°24'41"	75.97'	250.00'
C14	13°09'33"	57.42'	250.00'
C15	11°39'11"	44.74'	220.00'
C16	4°42'19"	18.07'	220.00'
C17	39°02'26"	34.07'	50.00'
C18	28°38'54"	25.00'	50.00'
C19	10°23'33"	9.07'	50.00'
C20	258°04'53"	238.73'	53.00'
C21	58°36'14"	54.21'	53.00'
C22	70°08'49"	64.89'	53.00'
C23	70°08'49"	64.89'	53.00'
C24	59°11'01"	54.75'	53.00'
C25	39°02'26"	34.07'	50.00'
C26	9°57'11"	8.69'	50.00'
C27	29°05'15"	25.38'	50.00'
C28	39°02'26"	34.07'	50.00'
C29	28°26'51"	24.83'	50.00'
C30	10°35'36"	9.24'	50.00'
C31	258°04'53"	238.73'	53.00'
C32	58°24'44"	54.03'	53.00'
C33	70°08'54"	64.89'	53.00'
C34	73°45'19"	68.23'	53.00'
C35	55°45'56"	51.58'	53.00'
C36	39°02'26"	34.07'	50.00'
C37	15°18'04"	13.35'	50.00'
C38	23°44'22"	20.72'	50.00'
C39	1°29'59"	15.71'	600.00'
C40	1°28'47"	15.81'	612.00'

Curve Table			
Curve #	Delta	Length	Radius
C41	31°51'12"	333.57'	600.00'
C42	31°09'00"	332.73'	612.00'
C43	4°44'30"	38.90'	470.00'
C44	4°44'30"	41.38'	500.00'
C45	4°44'30"	43.86'	530.00'
C46	4°44'30"	43.86'	530.00'
C47	4°44'30"	41.38'	500.00'
C48	4°44'30"	38.90'	470.00'
C49	1°36'36"	13.21'	470.00'
C50	3°07'54"	25.69'	470.00'
C51	39°02'26"	34.07'	50.00'
C52	258°04'53"	238.73'	53.00'
C53	35°46'14"	33.09'	53.00'
C54	92°47'24"	85.83'	53.00'
C55	70°58'21"	65.65'	53.00'
C56	58°32'54"	54.16'	53.00'
C57	39°02'26"	34.07'	50.00'
C58	12°12'02"	10.65'	50.00'
C59	26°50'25"	23.42'	50.00'
C60	5°08'37"	53.86'	600.00'
C61	4°27'31"	47.62'	612.00'
C62	2°30'05"	27.55'	631.00'
C63	25°53'34"	271.15'	600.00'
C64	26°33'49"	272.61'	588.00'
C65	19°55'09"	197.81'	569.00'
C66	8°25'51"	69.16'	470.00'
C67	0°34'19"	4.69'	470.00'
C68	7°51'32"	64.47'	470.00'
C69	8°25'51"	73.57'	500.00'
C70	8°25'51"	77.99'	530.00'
C71	2°47'40"	25.85'	530.00'
C72	5°38'11"	52.14'	530.00'
C73	8°25'51"	77.99'	530.00'
C74	2°59'47"	27.72'	530.00'
C75	5°26'04"	50.27'	530.00'
C76	8°25'51"	73.57'	500.00'
C77	8°25'51"	69.16'	470.00'
C78	1°00'04"	8.21'	470.00'
C79	7°25'47"	60.95'	470.00'
C80	39°02'26"	34.07'	50.00'

Curve Table			
Curve #	Delta	Length	Radius
C81	23°51'51"	20.83'	50.00'
C82	15°10'35"	13.24'	50.00'
C83	258°04'53"	238.73'	53.00'
C84	55°52'41"	51.69'	53.00'
C85	72°40'57"	67.23'	53.00'
C86	79°00'08"	73.08'	53.00'
C87	50°31'07"	46.73'	53.00'
C88	39°02'26"	34.07'	50.00'
C89	27°00'29"	23.57'	50.00'
C90	12°01'57"	10.50'	50.00'
C91	12°25'47"	130.17'	600.00'
C92	10°20'54"	106.20'	588.00'
C93	8°29'14"	84.43'	570.00'
C94	7°14'21"	70.38'	557.00'
C95	20°31'22"	226.38'	632.00'
C96	22°02'03"	246.89'	642.00'
C97	11°24'58"	127.92'	642.00'
C98	10°37'05"	118.97'	642.00'

4-28-2021



QUANTITIES OF ORIGINAL DISTRICT "L&LD 20-04"

PAVEMENT AREA	89,559 S.F
LANDSCAPE AREA	18,124 S.F
LANDSCAPE TREES	31
STREET TREES	40
STREET LIGHT LOCATION	8

QUANTITIES ADDED TO DISTRICT:

BURREL CT. CUL-DE-SAC PAVEMENT	6,100 S.F.
STREET LIGHTS	1
LANDSCAPE TREES	3
STREET TREES	2
LANDSCAPE AREA	3,891 S.F.
BLOCK WALL	207 L.F.

QUANTITIES REMOVED FROM DISTRICT:

HILLSDALE AVE. ASPHALT PAVEMENT	21,540 S.F

WALNUT PARK ESTATES

AMENDMENT TO L&LD
20-04

LEGEND

- PAVEMENT AREA
- LANDSCAPE AREA
- LANDSCAPE TREES
- STREET TREES
- STREET LIGHT LOCATION
- BLOCK WALL

4CREEKS
324 S. SANTA FE, STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

APPLICATION FOR ANNEXATION TO
LANDSCAPE AND LIGHTING ACT
ASSESSMENT DISTRICT NO. 20-04

1. Name of Subdivision: Walnut Park Estates (Tiffany Ranch, Ph 1)

2. Name of Applicant: Jim Robinson Phone: (559)732 - 2660

3. Address of Applicant: 5607 Avenida De Los Robles

4. Name of Developer: San Joaquin Valley Homes

5. Applicant is the: ☐ Agent ☒ Owner of the property

6. Location of the Property: East end of Burrel Court

7. Legal Description of Property: Lot 2, 3, 4 & 5 of Hillsdale Southland subdivision map.

8. PLANS: If the annexation includes changes to the planned landscaping for the district, then attach four copies of revised landscape plans. The plans shall include all details of irrigation, quantities and types of sod, shrub area, ground cover, trees, etc., wall structures and any other appurtenances that may pertain to the maintenance of the area. Plans must be prepared by a Registered Engineer, Architect, or Landscape Architect.

9. STATEMENT: The undersigned are the agent/owner of the land described as follows: 085-660-011,085-660-012,085-660-013,and 085-660-014

   a. The undersigned hereby request and consent to the annexation into a maintenance district pursuant to the Landscaping and Lighting Act of 1972 (Sections 22500 and following, California Streets and Highways Code) for the purpose of maintaining the following improvements: Street Paving, Street lighting, block wall and landscaping

   b. The undersigned hereby consents: 1) to waive the notice of public hearing otherwise required by the Landscaping and Lighting Act of 1972 for annexation into a maintenance district; 2) to City Council's adoption of the revised annual budget; and 3) to City Council's approval of the Engineer's Report for the annexation.

6-1-2022
Date

Signed

5607 Avenida De Los Robles
Address

Visalia CA. 93291
City and Zip

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0682 **Agenda Date:** 1/18/2022 **Agenda #:** 10.

Agenda Item Wording:
Authorize the City Manager to submit a grant application to the California Department of Transportation (Caltrans) for the Clean California Local Grant Program (CCLGP) Call for Projects.

Deadline for Action: 2/1/2022 - Applications due to Caltrans

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:
Casey Chu, Assistant Engineer, casey.chu@visalia.city, 713-4491
Dolores Verduzco, Financial Analyst, dolores.verduzco@visalia.city, 713-4540
Frank Senteno, City Engineer, frank.senteno@visalia.city, 713-4331
Nick Mascia, Assistant City Manager, nick.mascia@visalia.city, 713-4323

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to submit a grant application to the California Department of Transportation (Caltrans) for the Clean California Local Grant Program (CCLGP) Call for Projects to include the project below.

- Recreation Park Enhancement Project ($2,690,350.00 - Design & Construction)

Background Discussion:
The Clean California Local Grant Program (CCLGP) of 2021, established by Assembly Bill 149, is part of the Clean California initiative to:

1. Decrease the amount of litter and debris in public spaces
2. Beautify and enhance public spaces and to mitigate the urban heat island effect
3. Improve public health, cultural connections, and community placemaking by developing public spaces for walking and recreation
4. Create equity for underserved communities

The CCLGP, developed by Caltrans, is a competitive statewide program that is part of the $1 billion Clean California initiative to remove litter and beautify public spaces. The initiative includes $296M for local beautification projects. Each grant awarded by the CCLGP has a maximum limit of $5M and the funds must be spent by June 30, 2024.

Caltrans released the CCLGP call for projects on December 1, 2021 and the deadline to submit applications is on February 1, 2022. The project award notification is on March 1, 2022. Caltrans will evaluate CCLGP applications received and will award projects in accordance with the following selection criteria:

1. Narrative (20 points)

2. Project's Population Benefit (20 points)
3. Project's Relative Population Benefit to Underserved Communities (35 points)
4. Demonstrated Community Need (50 points)
5. Project's Outcomes Assessment Form (40 points)
6. Scope, Cost, and Schedule (35 points)

The total possible score is 200 points. Although not explicitly stated, projects are expected to be awarded in the order of the scores, from highest to lowest, until all available funding is utilized. As the CCLGP grant is a one-time opportunity, unselected projects will not be kept for future call for projects or receive a debrief of the grant application.

In order to give the City its best chance and to be competitive in this call for projects, staff recommends submitting a project that focuses on enhancing the usage of Recreation Park in downtown Visalia by addressing the surrounding areas. The project was developed through a collaboration effort between the CIP Engineering and the Parks & Urban Forestry divisions. The Recreation Park Enhancement Project was deemed to be the best suited project to be submitted for the grant as it touches upon all aspects of the grant's goals.

Staff is currently selecting a consultant to perform the design for an existing, city parking lot project (6010-72000/CP0430-999), on the northwest corner of Center Avenue and Dudley Street adjacent to Recreation Park. The Recreation Park Enhancement Project's scope of work for the CCLGP grant will add additional features to enhance Recreation Park and, if awarded, design for these features will be added to CP0430's design contract. Should the City be successful and receive the CCLGP grant, the design for the additional features have already been identified as optional design tasks and can be quickly procured from the consultant.

The Recreation Park Enhancement Project, to be submitted to the CCLGP call for projects, as shown on Attachment 1 - Project Location Map will include:

- Additional Parking Lot 1 (Northwest of Dudley Street and the Alley)
- Alley Improvements
- Sidewalk Improvements
- Concrete Art Walkway & Mural Walls
- Recreation Park Shade Structures
- Bike Route Connection (Goshen Trail to Recreation Park)
- Outdoor Venue (Stage location shown may change based on final design)

There is a frequent accumulation of trash and debris in the vicinity of the project area. Additionally, the area surrounding the park appears blighted and unappealing. Through these improvements, the area will receive added public visibility, lighting, and improved aesthetics via infrastructure improvements alongside new trash receptacles to discourage littering in the area.

The additional parking lot improvements will help alleviate the limited parking availability for not only Recreation Park but also downtown. These parking lots will use green infrastructure such as bioswales for storm water runoff and solar lighting while incorporating additional landscaping to beautify the area. The existing alleyway will be reconstructed due to its poor condition. Additionally, a multipurpose sidewalk will be installed for connectivity between the new parking lot and Recreation Park.

Concrete Mural Walls will be put in not only to separate public spaces from private spaces, but to also act as a location for public art. Similarly, the concrete art walkway not only provides access to the additional parking lots; but also, further develops the visual character of the City of Visalia.

Shade structures will be included in Recreation Park to provide cover to protect the users of Recreation Park and to prolong the lifespan of the playground equipment. The project will improve connectivity for bicyclists and pedestrians by connecting the Goshen Trail to Recreation Park and downtown Visalia in a safer manner. Lastly, an outdoor venue will be established to provide a space for events for the community.

Staff is conducting public outreach in the form of a survey to gauge community support for the Recreation Park Enhancement Project. Additionally, Staff presented this item to the City of Visalia's Park and Recreation Commission on January 11, 2022 and received positive feedback.

Fiscal Impact:

As a requirement for the grant, a local match, based on the severity of the underserved communities being impacted by the project, must be calculated for and subsequently presented in the grant application. The more disadvantaged the underserved community is, the lower the amount of local match contribution is required.

Staff has determined that the local match necessary for the Recreation Park Enhancement Project is 25%. The local match requirement amount is $672,587.50, based on the estimate shown below, and may change as the grant application and cost estimate are further developed.

Following is a summary cost breakdown for the project. Amounts shown below are estimates since project components are still being developed and cost estimates will be further refined.

Recreation Park Enhancement Project

Cost of Improvements:	
CP0430 (South of Alley)	$356,688.00
Parking Lot 1 (North of Alley)	$392,375.00
Alley Improvements	$77,350.00
Sidewalk Improvements	$122,450.00
Concrete Art Walkway & Mural Wall	$174,825.00
Recreation Park Shade Structures	$99,000.00
Goshen Trail Connection	$232,725.00
Outdoor Venue	$400,000.00
Construction Cost	$1,855,413.00
Construction Contingency (20%)	$371,083.00
Consultant Design (10%)	$185,541.00
Design Staff Time (5%)	$92,771.00
Construction Management (5%)	$92,771.00
Construction Inspection, Testing, & Surveying (5%)	$92,771.00
Total Project Cost	**$2,690,350.00**
Local Match Required (25% of Total Project Cost)	**$672,587.50**

Staff has identified fund sources to address the local match requirements of the grant. These fund sources include the General Fund (001), Measure R Local (131), Measure R Trails (132) and other local fund sources to provide the necessary local match.

Contingent upon grant award, staff will return to Council to request acceptance of the grant, request appropriation of grant funds, and request appropriation of local match funds in the amount of $672,587.50.

Prior Council Action:

None.

Alternatives:
Do not submit the Recreation Park Enhancement Project to the Clean California Local Grant Program's Call for Projects.

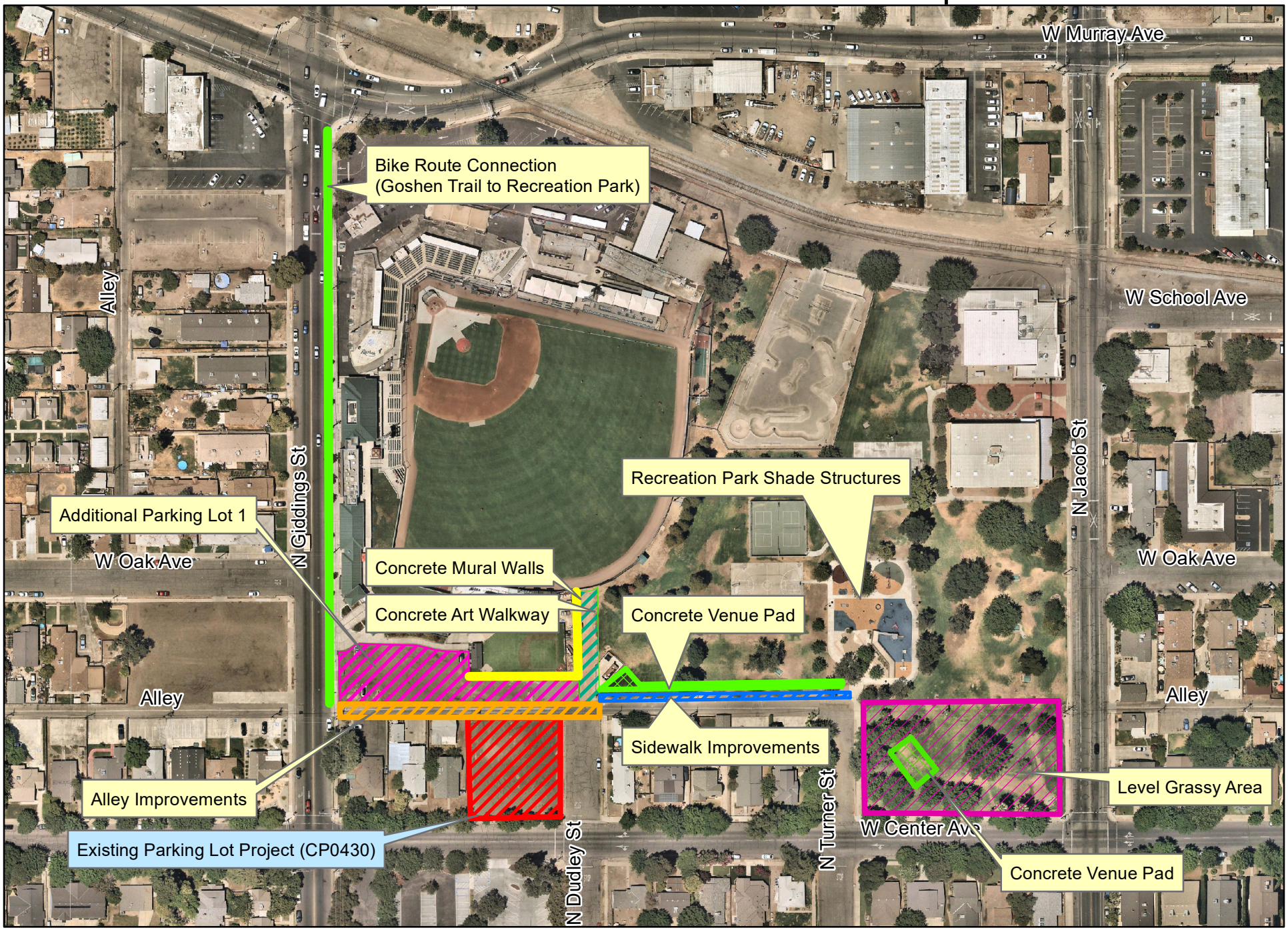
Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to submit a grant application to the California Department of Transportation (Caltrans) for the Clean California Local Grant Program (CCLGP) Call for Projects.

Environmental Assessment Status:
To be determined during preliminary engineering phase.

CEQA Review:
To be determined during preliminary engineering phase.

Attachments:
1. Attachment 1 - Project Location Map

Recreation Park Enhancement Concept



260 130 0 260 Feet

Grant Project

CIP Project (CP0430)

N

530

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0686 **Agenda Date:** 1/18/2022 **Agenda #:** 11.

Agenda Item Wording:
Authorize the purchase of 11 LifePak 15 cardiac monitors and required accessories from Stryker Corporation for the amount of $331,944.99 as approved in the American Rescue Plan Act (ARPA) project fund (6420-72000/EQ0191-999).

Deadline for Action: 1/18/2022

Submitting Department: Fire Department

Contact Name and Phone Number: Dan Griswold, Fire Chief, 559-713-4220

Department Recommendation:
Staff recommends Council approves the purchase, and appropriates the ARPA funding in the amount of $331,944.99, for eleven LifePak 15 cardiac monitors w/ required accessories.

Background Discussion:
Cardiac monitors are critical equipment for the Fire Department emergency medical service. Cardiac Monitors are used on nearly all medical aid calls for the purpose of gathering patient vitals including blood pressure, pulse, temperature monitoring, and blood oxygen level. Cardiac monitors are used for the critical functions of cardiac care interventions including electrocardiogram (EKG) interpretation, cardioversion, and delivering electric shocks to a pulseless patient. Cardiac monitors are considered best practice by both the AHA COVID Guidance as well as the Department of Defense COVID-Practice Management Guide and are required equipment for Advanced Life Support (ALS) service agencies.

Each of Visalia Fire's six engines, one ladder truck, and one squad are equipped with a cardiac monitor. The department also has cardiac monitors in reserve and ready to be put in service when frontline monitors are out of service for maintenance or repair and during strike team assignments. The Fire Department's current inventory of cardiac monitors includes eight Version 2 monitors that are eight plus years old and three Version 4 monitors that are nearly six years old. Cardiac monitors have a service life of eight years and after eight years are not supported for service or parts by the manufacturer.

This project replaces all the Department's cardiac monitors (11) and equips the Fire Department with the most current version and technology. Additionally, staff is looking to capitalize on promotional pricing for the new units and greater trade-in value for current units.

Fiscal Impact:
Funds for this project were appropriated by Council on December 19, 2021 (6420-72000/EQ0191-999). This PPE project, which includes 11 cardiac monitors and two chest compression units, has a

current budget of $401,000 in the ARPA fund. Authorization of this purchase for $331,945 will leave $69,055 which is projected to be sufficient for the purchase of the remaining equipment.

Prior Council Action: At the December 20, 2021, Regular City Council Meeting, Council approved this project with other proposed ARPA funded projects.

Other: N/A

Alternatives: Council can choose to deny the recommendation and reconsider the project as a general fund capital improvement project (CIP).

Recommended Motion (and Alternative Motions if expected):
I move to authorize the purchase of 11 LifePak 15 cardiac monitors and required accessories for the amount of $331,944.99 as approved in the American Rescue Plan Act (ARPA) project fund (6420-72000/EQ0191-999).
Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Stryker Quote (Cardiac Monitors)

stryker

Lifepak 15 w/50% Promo

Quote Number:	10316067	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	VISALIA FIRE DEPT	Rep:	Shereen Setaghaian
	Attn:	Email:	shereen.setaghaian@stryker.com
		Phone Number:	

Quote Date:	06/29/2021
Expiration Date:	02/15/2022

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	VISALIA FIRE DEPT	Name:	VISALIA FIRE DEPT	Name:	VISALIA FIRE DEPT
Account #:	1515215	Account #:	1515215	Account #:	1335119
Address:	420 N BURKE ST	Address:	420 N BURKE ST	Address:	PO BOX 5078
	VISALIA		VISALIA		VISALIA
	California 93292-6516		California 93292-6516		California 93278-5078

Equipment Products:

Product	Description	Qty	Sell Price	Total
99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	11	$27,551.17	$303,062.87
11140-000098	LP15 AC Power Adapter (power cord not included)	11	$1,462.00	$16,082.00
11160-000019	NIBP Cuff-Reusable, Adult X Large	11	$43.35	$476.85
11160-000011	NIBP Cuff-Reusable, Infant	11	$19.55	$215.05
11160-000017	NIBP Cuff -Reusable, Large Adult	11	$30.60	$336.60
41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	11	$0.00	$0.00
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	33	$419.90	$13,856.70
11140-000015	AC power cord	11	$70.55	$776.05
11141-000115	REDI-CHARGE Base (power cord not included)	11	$1,364.25	$15,006.75
11140-000052	LP15 REDI-CHARGE Adapter Tray	11	$185.30	$2,038.30
11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	11	$544.00	$5,984.00
11160-000013	NIBP Cuff-Reusable, Child	11	$22.10	$243.10
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	11	$286.45	$3,150.95
11220-000028	LIFEPAK 15 Carry case top pouch	11	$51.85	$570.35

PENDING APPROVAL

stryker

Lifepak 15 w/50% Promo

Quote Number:	10316067	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	VISALIA FIRE DEPT	Rep:	Shereen Setaghaian
	Attn:	Email:	shereen.setaghaian@stryker.com
		Phone Number:	

Quote Date: 06/29/2021

Expiration Date: 02/15/2022

Product	Description	Qty	Sell Price	Total
11260-000039	LIFEPAK 15 Carry case back pouch	11	$73.95	$813.45
			Equipment Total:	$362,613.02

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V4-LP15	TRADE-IN-STRYKER LP15V4 TOWARDS PURCHASE OF LIFEPAK 15	11	-$9,382.50	-$103,207.50

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
17.1	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	11	$4,590.00	$50,490.00
				ProCare Total:	$50,490.00

Price Totals:

Estimated Sales Tax (8.500%):	$22,049.47
Freight/Shipping:	$0.00
Grand Total:	$331,944.99

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

PENDING APPROVAL

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 22-0001 **Agenda Date:** 1/18/2022 **Agenda #:** 12.

Agenda Item Wording:
Introduction and first reading of Ordinance No. 2022-02, authorizing four (4) individual four (4) year leases for hangar space in the newly completed four (4) unit Corporate Hangar at the Visalia Municipal Airport to Robin Martella, Rick Bissat, Juan Rodriquez, and Joe Dawkins for the purposes aircraft storage, at the rate of Twenty-One Thousand Dollars ($21,000) annually each.
Deadline for Action: None

Submitting Department: Administration - Airport

Contact Name and Phone Number:
Jody Miller, Airport Manager, 713-4282, Jody.Miller@visalia.city
Nick Mascia, Assistant City Manager, 713-4323, Nick.Mascia@visalia.city

Department Recommendation:
Staff recommends that Council introduce Ordinance 2022-02 and authorize the City Manager to execute separate Hangar Lease Agreements with Mr. Martella, Mr. Bissat, Mr. Rodriguez, and Mr. Dawkins, with each prospective Lessee occupying one (1) of the four (4) new box hangars recently constructed at Visalia Municipal Airport. Each Lease would be for four (4) years with a mutual option at the completion of the initial term to extend for up to six (6) additional years at a new Lease rate reflecting fair market value at that time, with the total Lease term not to exceed ten (10) years, after which the prospective Tenants would hold no further first claim to rent the space. The Lease rate would be Twenty-One Thousand Dollars ($21,000) annually, to be paid in twelve (12) equal monthly installments of One Thousand Seven Hundred and Fifty Dollars ($1,750), further adjusted annually based on the California Consumer Price Index.

Background Discussion:
When construction began on the new four (4) unit Corporate Hangar at Visalia Municipal Airport, a waiting list for a unit in the Hangar became available to the public, Mr. Martella, Mr. Bissat, Mr. Rodriguez, and Mr. Dawkins are the first four (4) names on the waiting list and each has been offered and accepted the opportunity to lease a unit now that the project has been officially completed, and a prospective lease has been approved by the City Attorney's Office.

Each unit available is an identical Five Thousand (5,000) square foot space that will be leased for Twenty-One Thousand Dollars ($21,000) annually to be paid in twelve (12) equal monthly installments of One Thousand Seven Hundred and Fifty Dollars ($1,750), further adjusted annually based on the California Consumer Price Index. Each prospective Tenant will be responsible for paying all utility charges as well as Tulare County Possessory Interest Taxes in addition to their Lease rate. Each Unit is fully plumbed for either a restroom or kitchenette, which if the Tenant decides to put in, they are responsible for all cost and permits associated with the improvement. Any such permanent improvements may only be done with written approval of the Airport Manager and with all proper permits, additionally when the Tenant vacates the unit whether at the end of the Lease term or at any point prior, all improvements would remain in place in the unit. The Tenant is responsible for maintaining the premises, and keeping them in good order, condition, and appearance, with the City being responsible for the maintenance and repair of the structure itself, the roof, roof system, hangar doors, gutters,

the foundation, parking areas, exterior lighting, and utilities up to connection at the building. The City is guaranteed permission to inspect the Premises at all times to ensure that they are being properly maintained.

Priced at just over Four Dollars and Twenty-Five Cents ($4.25) per square foot, the Lease rate is priced higher than our standard T-Hangar Lease rate, however this rate is priced competitively with similar premium level hangar space in the Valley.

Typically, a four (4) year lease would not require an Ordinance, however the prospective Lease for all four (4) units contains an option to extend the Lease term up to six (6) additional years for a total term not to exceed ten (10) years which triggers the need to introduce the attached Ordinance.

Fiscal Impact:
Visalia Municipal Airport would receive Twenty-One Thousand Dollars ($21,000) annually for each of the four (4) hangar Leases for a total anticipated revenue of Eight-Four Thousand Dollars ($84,000). The monthly lease payments will be deposited into the Hangar Rentals Revenues fund along with all current Hangar and T-Hangar lease payments for general use within the airport.

Prior Council Action: N/A

Other: N/A

Alternatives: None Recommended

Recommended Motion (and Alternative Motions if expected):
I move to introduce Ordinance No. 2022-02 and authorize the lease of one unit each in the newly completed Four (4) Unit Corporate Hangar to Robin Martella, Rick Bissat, Juan Rodriguez, and Joe Dawkins for the annual rate of Twenty-One Thousand Dollars ($21,000) for each unit.
Environmental Assessment Status: NA.

CEQA Review: N/A

Attachments: .
1. Proposed Ordinance 2022-02
2. Proposed Lease (Identical for all four (4) units)
3. Map of available units

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA

AUTHORIZING THE CITY MANAGER TO EXECUTE FOUR INDIVIDUAL LEASE AGREEMENT BETWEEN THE CITY OF VISALIA AND ROBIN MARTELLA, RICK BISSAT, JUAN RODRIGUEZ, AND JOE DAWKINS FOR ONE UNIT EACH IN THE NEWLY CONSTRUCTED LARGE BOX HANGAR AT VISALIA MUNICIPAL AIRPORT FOR THE PURPOSE OF AIRCRAFT STORAGE

WHEREAS, the City of Visalia owns and operates certain real property commonly referred to as the Visalia Municipal Airport and,

WHEREAS, the City of Visalia owns and operates a newly constructed Large Box Hangar with four (4) units available at Visalia Municipal Airport and,

WHEREAS, the City of Visalia and Visalia Municipal Airport wish to enter into Individual Lease Agreements with Robin Martella, Rick Bissat, Juan Rodriguez, and Joe Dawkins for one unit each from the four available units of the demised premises and,

WHEREAS, the said demised premises is more particularly shown on Exhibit A attached hereto onto the proposed Lease Agreement and consists of 5,000 sq feet per identical unit.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA,

Section 1. The City Manager of the City of Visalia is hereby authorized to execute on behalf of the City of Visalia, four individual lease agreements between the City of Visalia as Lessor and Robin Martella, Rick Bissat, Juan Rodriguez, and Joe Dawkins as Lessees, for a four-year period with one renewable period of up to an additional six year for a total term not to exceed ten years.

Section 2. This ordinance shall go into effect thirty (30) days after its passage.

NEW BOX HANGAR
AIRPORT HANGAR LEASE AGREEMENT

This Airport Hangar Lease Agreement ("Lease Agreement") entered into on _____ ____, ("Execution Date"), by and between the City of Visalia ("Landlord" or "City") and _____("Tenant"), is made with reference to the following:

R E C I T A L S:

A. Landlord is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City of Visalia.

B. Landlord is the owner and proprietor of the Visalia Municipal Airport located in the City of Visalia, and is the owner of certain real property described herein as the "Premises."

C. Tenant represents that the information contained in Exhibits 1 and 2 is true and correct.

D. The Landlord and Tenant desire to enter into this Lease Agreement for an initial Four(4) year period after which with both sides approval the Lease Agreement may be extended up to an additional Six (6) years at a newly agreed upon fair market value lease rate at that time for a total term not to exceed Ten(10) years.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

AGREEMENT

SECTION 1. RECITALS

The above recitals are true and correct and are hereby incorporated as a term and condition of this Lease Agreement.

SECTION 2. PREMISES

2.1. Premises Defined. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the portion of real property located at the Visalia Municipal Airport and commonly referred to as New Box Hangar 1/2/3/4 (the "Premises").

2.2. Condition of the Premises. Tenant accepts the Premises "AS IS," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Tenant acknowledges that neither the Landlord nor its agents have made any representation or warranty as to the physical state of the Premises, or any present or future suitability of the Premises.

SECTION 3. TERM

3.1 Term. The term of this Lease Agreement shall be for four(4) years commencing from the Execution Date with an option for an extension of up to six(6) years if both parties agree after the initial four (4) year period, which would bring the total term to ten (10) years.

SECTION 4. BASIC RENTAL OBLIGATION

4.1. Rental Amount. TENANT agrees to pay to Landlord as rent for the premises, the sum $__1,750.00_____Dollars per month in advance, all due and payable on or before the 1st day of each and every month throughout the term of this Rental Agreement. Said rent shall be paid to Landlord without deduction, offsets, prior notice or demand.

Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Landlord may, at its option, terminate the Lease Agreement in the event that Tenant fails to pay the Basic Rental obligation in a timely manner.

4.2. Late Charges. In the event that Tenant fails to pay the above-described Basic Rental within ten (10) calendar days after such payment is due, Tenant shall be obligated to pay a late charge in the amount of ten percent (10%) of the Basic Rental amount for that month ("Late Charges"). Late Charges shall constitute Additional Rental and shall be payable with the next installment of Basic Rental.

4.3. Rental Adjustments. The previous years monthly rent shall be multiplied by the percentage increase or decrease in the Consumer Price Index, (CPIU) for the average of Los Angeles and San Francisco (all urban consumers, all items), for the previous year from April 1 to March 31. Said rent adjustment will become effective January 1st of each year, based on the previous year's figures.

SECTION 5. CONTROL OF ACCESS

Landlord, at its option and in its sole discretion, may at any time control and limit access to, in or about, the Visalia Airport for the public health, safety, welfare, or any public purpose. Landlord shall not be liable or responsible for any damages arising therefrom to the Premises, buildings, structures, installations or improvements thereon. Tenant further agrees any such action by Landlord does not entitle Tenant to a proration of any Basic Rental.

SECTION 6. PERMITTED USE AND ACTIVITY

6.1. Permitted Use. Tenant may use the Premises only for the storage of permitted aircraft identified herein in Exhibit 1 ("Permitted Aircraft") and for the storage of aircraft related equipment related to such Permitted Aircraft. Tenant represents that he/she has an ownership

interest in said Permitted Aircraft. In the event that Tenant seeks to substitute aircraft other than those listed as Permitted Aircraft, Tenant must submit a proposed aircraft identification form (Exhibit 1) to the Airport Manager, along with proof of insurance in compliance with Section 13, below, for the Airport Manager's written consent. The Airport Manager may request documents confirming an ownership interest in the proposed aircraft or other documents as deemed necessary in his/her reasonable discretion.

If Tenant stores, or permits the storage, of any aircraft that is not a Permitted Aircraft, at the Premises, such aircraft shall be subject to assessment of overnight transient aircraft fees and/or impoundment, at the discretion of the Airport Manager. The assessment or collection of such fees shall not create any right for Tenant to continue to use the Premises for the storage of any aircraft that is not a Permitted Aircraft, nor shall it be deemed a waiver by Landlord of any rights hereunder.

Upon approval by the Airport Manager, which shall not be unreasonably withheld, the Premises may be used for the sole purpose of constructing "experimental aircraft" as defined by the FAA. In the event Tenant desires to engage in the construction of any experimental aircraft on the Premises, Tenant shall provide such request to the Airport Manager of such activity in writing. The parties understand and agree that the building of an experimental aircraft is a uniquely complex activity, typically taking more than five (5) years to complete. Tenant agrees that in the event he/she begins construction of an experimental aircraft on the premises, such construction shall not be halted for more than 4 continuous months at any one time, unless an extension is requested of and granted by the Airport Manager due to verifiable hardship.

The parking of Tenant's private vehicle is permitted only while Tenant is using the aircraft. Any motor vehicle of Tenant, or of Tenant's guests, not parked within the hangar, or a tie-down space, shall be parked in designated parking areas. Commercial vehicles, large trucks with more than two axles, campers, busses, recreational vehicles or "RVs", farm labor vehicles, trailers, watercraft, and boats may not be stored inside Tenant's hangar and are prohibited under this section. Tenant's right to store a passenger vehicle inside Tenant's hangar is conditioned upon Tenant's maintaining of an ownership interest in the Permitted Aircraft that is registered with Airport staff for storage in Tenant's hangar.

Tenant may perform repairs and preventive maintenance to Tenant's aircraft, provided said repairs and preventive maintenance activities are limited to "Owner Approved" Preventative Maintenance as defined by FAR Part 43. Provided also that any repair and/or preventive maintenance performed in or about the premises which violates City of Visalia fire codes, causes structural or other damage to Landlord's property including surfaces, or detracts from a clean and orderly appearance of the airport is prohibited.

6.2. Visalia Municipal Airport Rules and Restrictions. Landlord shall have the right from time to time during the term of this Lease Agreement to promulgate rules and regulations and amendments and additions thereto for the safety, care and cleanliness of the premises and all other portions of the Visalia Municipal Airport. Upon delivery of a copy of such rules and regulations or any amendments or additions thereto, Tenant shall comply with said rules and regulations and any amendments or additions thereto. Any and all significant modification to the Rules and Regulations proposed by the Airport Committee shall be noted to all Tenants and an opportunity provided for Tenants to comment on the proposed changes before they become

effective. If there is any conflict between the rules and regulations and any provisions of this Lease Agreement, the provisions of this Lease Agreement shall prevail.

6.3. Additional Use Restrictions. Except as otherwise specified in Section 6.1, Tenant is expressly prohibited from conducting any other use, activity or operation in, on or about the Premises. Tenant shall be prohibited from: (i) conducting heavy maintenance or causing heavy maintenance to be conducted in, on or about the Premises; (ii) storing any item other than Permitted Aircraft or ancillary aircraft equipment related to Permitted Aircraft in violation with Visalia Airport Rules and Regulations, the Visalia Airport Hangar and Tiedown Policy, the Uniform Fire Code, the Uniform Building Code, FAA Rules and Regulations or any other applicable federal, state, or local laws, rules or regulations; (iii) storage of aircraft parts such as, fuselages, wing sections, etc., unless reasonable and verifiable progress is made to either restore or repair the Permitted Aircraft, or to complete an experimental aircraft as provided herein; (iv) conducting commercial activity of any nature whatsoever without first obtaining a commercial Operators Permit; (v) storing of any vehicle except that of the tenant or his/her guest(s) while the aircraft is being used; (vi) any type or form of residential use, (vii) place or display any sign, display, advertisement or decoration on the premises without the prior written consent of the Landlord, and (viii) using or occupying the Premises, or permit any act or omission in or about the Premises in violation of any Applicable Law as defined below.

6.4. Material Breach. Tenant's failure to comply with this Section 6 shall be deemed a material breach of this Lease Agreement.

SECTION 7. COMPLIANCE

7.1. Applicable Law. Tenant shall comply with all applicable municipal, county, state or federal laws, ordinances, rules, regulations, policies and programs in effect or hereinafter adopted by the City of Visalia, County of Tulare, State of California or the United States ("Applicable Law"). Tenant shall discontinue immediately any use of the Premises which is declared by any governmental authority to be a violation of Applicable Law.

7.2. Compliance with Access System. Landlord has implemented security measures at the Visalia Municipal Airport to prevent unauthorized access. Tenant agrees to comply fully with all conditions of the established access system and any other security program implemented by the Landlord. Tenant's guests and their vehicles may have authorized access to Airport property only when Tenant's guests' access occurs with and simultaneous to Tenant's access. Tenant assumes all responsibility for the acts and/or omissions of Tenant's guests while on Airport property.

7.3. NFPA 409: Standard on Aircraft Hangars. Tenant shall maintain in the Premises during the entire Lease Term, not less than one (1) 2A20BC type fire extinguisher on the premises and Tenant shall inspect all such fire extinguisher not less frequently than once each month to assure that the said extinguisher(s) are fully charged and in good operational condition

SECTION 8. TENANT'S OBLIGATION TO PAY TAXES

The term "Tax Year" shall mean and refer to each twelve (12) month period (deemed, for

the purpose of this Section, to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Airport.

Tenant shall pay in each Tax Year during the Term, directly to the appropriate taxing authorities, all due and owing taxes, including real estate taxes, bonds, levies or charges, ad valorem taxes and assessments, possessory interest taxes, general and special assessments, taxes on the Premises, or any other tax imposed upon or levied upon Tenant, including taxes upon leasehold improvements payable with respect to or allocable to the Premises, and all land and all buildings and improvements situated thereon.

SECTION 9. ASSIGNMENTS SUBJECT TO APPROVAL; EXPRESS RESTRICTION OF SUBLEASING

Tenant shall not assign, hypothecate, or in any manner transfer any interest in this Lease Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing Landlord's express and written approval of such transfer. Any attempt by Tenant to assign, hypothecate, or transfer an interest in this Lease Agreement, including transfers made at or after Tenant's death, and without the express written approval of Landlord, shall be null and void and any purported assignee shall acquire no right or interest by reason of such attempted assignment or transfer. Any purported assignee who improperly receives or makes a transfer of Tenant's interest in this Lease Agreement, and does so in violation of this Agreement, shall be jointly and severally liable with Tenant for contract damages under California Civil Code Sections 1995.330 and 1995.320.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Tenant or of any general partner or syndicate member of Tenant, if a partnership or joint venture or syndicate exists, which shall result in changing the control of Tenant, shall be construed as an assignment of this Lease Agreement. "Control" means fifty percent (50%) or more of the voting power of the corporation.

Tenant agrees to be bound by an express restriction on any and all forms of subleasing of the leased Premises as required by this Lease Agreement. This express restriction on subleasing contained herein is consistent with California Civil Code section 1995.230.

SECTION 10. MAINTENANCE, REPAIR AND ALTERATION OF TENANT IMPROVEMENTS

At Tenant's sole cost and expense, Tenant agrees to maintain, repair, and keep in good order, condition, and appearance, the Premises and the improvements constructed thereon in a safe, clean, and sanitary condition with the exception of the Landlord's repair and maintenance obligations which include the structural portion of the Demised Premises, the roof, roof system, hangar doors, gutters including downspouts, skylights, the foundation, parking areas, exterior lighting, utilities up to connection at the building. Tenant is expressly prohibited from materially altering the hangar structure, floor, walls, exterior or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of the Airport Manager. For the purposes of this section a material alteration is defined as any alteration requiring the issuance of a permit from the city, or that which significantly alters the appearance, character, or composition of the hangar or of any of its structural components.

Failure to receive prior written consent shall be considered a material default of this Lease Agreement. This section shall only apply to new improvements undertaken by Tenant following the execution of this Lease. Upon providing Tenant with reasonable written notice, Landlord may enter the Premises for the purpose of inspection, or to make alterations, repairs, improvements, or additions to the Premises as Landlord deems necessary or desirable. Upon determination of the existence of maintenance or repair violations, Tenant agrees to correct immediately each and every violation. Tenant also agrees to not allow refuse, garbage, or trash to accumulate on or adjacent to the Premises. Such waste materials must be kept in appropriate receptacles located in areas designated for such purposes and approved by Landlord.

SECTION 11. INSPECTIONS AND ACCESS BY LANDLORD

Tenant will permit Landlord, its agents, employees and contractors upon providing at least 24 hours notice, to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease Agreement, including, without limitation, enforcement of the terms of this Lease Agreement and any access necessary for the making of any repairs which are Landlord's obligation or right hereunder.

SECTION 12. INDEMNIFICATION

The Tenant hereby agrees to and shall protect, indemnify and hold Landlord and all officers, agents, representatives and employees of the Landlord, free and harmless from any and all liability or claims for injury or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of said parties, from any and all liability or claims for injury or damage to property arising out of or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any acts or omissions of the Tenant or of Tenant's independent contractors, employees, representatives, agents, or invitees. Said indemnity and hold harmless provisions shall also apply in favor of the Landlord and all officers, agents, representatives and employees of the Landlord where Tenant requests services of Landlord, its officers, agents, representatives, or employees, which are not the subject of this Agreement.

SECTION 13. INSURANCE

Prior to the commencement of the term of this Agreement, Tenant shall procure and maintain at Tenant's own cost and expense, for the duration of this Agreement, the following insurance against claims for injuries or death to persons or damages to property that may arise from or in connection with the possession, occupancy, operations and use of the Premises by the Tenant, its agents, representatives, employees, contractors, guests, and invitees.

13.1. Minimum Limits/Scope of Insurance. Tenant shall obtain and maintain insurance of the types and in the amounts described below:

A, Aircraft or General Liability Insurance. Aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation,

storage, and use of aircraft arising from or related to this Lease Agreement. The policy shall provide limits of no less than $1,000,000 per occurrence and include coverage for fire damage legal liability at the full $1,000,000 policy limit.

B. Property Insurance. Property insurance covering the full value of the Premises and its contents.

13.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in excess of $1,000 must be declared to and approved by the City. At the option of the City, either: (a) the insurer shall reduce or eliminate such deductible or self-insured retention as respects the City, its officials, employees or volunteers; or (b) Tenant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigation, claim administration and defense expenses.

13.3 Other Insurance Provisions. The general liability and aircraft liability policies shall contain or be endorsed to contain the following provisions:

A. City of Visalia, its City Council, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the premises leased to Tenant.

B. For any claims related to this Agreement, Tenant's insurance coverage shall be primary as respects the City of Visalia, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Visalia, its officers, officials, employees or volunteers shall be excess of Tenant's insurance and shall not contribute with it.

13.4 All Coverages.

A. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be cancelled except after ten (10) days prior written notice and given to Visalia Municipal Airport to the attention of the Airport Manager.

B. The minimum amounts of insurance may be increased in accordance with increases, if any, reasonably determined by City to be necessary to maintain policy limits from time to time in amounts customary and usual for premises comparable to the Premises, and such increases, if any, are to be made on a yearly basis on or about the commencement of each Rental Year.

C. If Tenant, for any reason fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed to be a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Tenant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and the cost of same, including any interest on insurance premiums paid by City shall be deemed Additional Rent and shall be payable upon City's demand.

13.5 Acceptability of Insurers. Insurance is to be placed with insurance with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

13.6 Verification of Coverage. Tenant shall furnish the City of Visalia with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City before this Lease is executed. However, failure to obtain required documents prior to execution of the Lease shall not waive Tenant's obligation to provide them. The City reserves the right to require complete certified copies of all required insurance policies, including the endorsements required herein, at any time.

13.7 Modification of Insurance Requirements. The City's Risk Manager is authorized to review proposed revisions to the insurance requirements described in this Section 13 and approve or reject any proposed revisions as deemed appropriate, in his or her discretion.

SECTION 14. NOTICES

All notices, demands, requests or approvals to be given under this Lease Agreement shall be given in writing and shall be given by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. Notice shall be deemed given if by hand delivery, on the date of delivery; if by overnight mail service, on the date of delivery; if by registered or certified mail, on the date indicated on the receipt for delivery; and if by regular first-class mail, five days after deposit of the notice with postage fully prepaid, in a mailbox maintained by the United States Postal Service. Notices shall be addressed as follows:

LANDLORD: City of Visalia
Airport Manager
9501 Airport Drive
Visalia, CA 93277

TENANT: _____
_____
_____

All notices, demands, requests or approvals from Landlord to Tenant shall be addressed to Tenant's business or home address listed in Exhibit 4. Either party may change the addresses upon written notify to the other party.

SECTION 15. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease Agreement by Tenant:

A. The abandonment of the Premises by Tenant shall also constitute the notice required by this subsection.

B. Tenant becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days).

C. The filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, Landlord or Tenant related to the use or possession of the Premises.

D. The discovery by Landlord that any material information provided by Tenant related to this Lease Agreement is materially false.

E. The failure by Tenant to comply with Section 6 or Section 7.1 (Applicable Law) of this Lease.

F. An unapproved or unauthorized transfer of any interest acquired under this Lease Agreement.

G. The failure to comply with any of the insurance requirements stated in this Lease Agreement.

H. The failure to comply with any other provision of this Lease Agreement other than as described above where such failure shall continue for a period of fourteen (14) calendar days after written notice hereof from Landlord to Tenant.

I. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Lease Agreement.

SECTION 16. REMEDIES

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

A. Landlord may seek to reenter and recover possession of the Premises by any lawful means available to it, in which case this Lease Agreement shall terminate immediately and Tenant shall immediately remove all personal property, including aircraft, from the Premises. Tenant may choose to surrender possession of the Premises to Landlord by giving Landlord notice of its intent to do so. Landlord may choose to accept Tenant's surrender of the Premises and agree not to evict Tenant on condition of Tenant's surrender. Upon Landlord's acceptance of Tenant's surrender of possession of the Premises, Tenant's tenancy terminates and Tenant is no longer obligated to pay rent to Landlord for the remainder of the Lease term. However Tenant would still be obligated to pay Landlord any and all outstanding unpaid rental amounts, fees, or late charges.

B. Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, amount of delinquent rent, interest at the maximum amounts allowed

by law on the delinquent rent, and reasonable attorneys' fees.

C. Landlord may elect to maintain and continue to recognize Tenant's right to possession in accordance with Civil Code section 1951.4, in which case this Lease Agreement shall continue in effect whether or not Tenant's breach or default remains uncured and whether or not Tenant is in actual possession of the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease Agreement, including the right to recover the rent as it becomes due hereunder for the duration of the Lease term.

D. Landlord may elect to pursue any other legal or equitable remedy now or hereafter available to Landlord under the laws of the state of California. Unpaid installments of Basic Rental or other unpaid monetary obligations of Tenant under the terms of this Lease Agreement shall bear interest from the date due at the maximum rate then allowable by law.

E. If this Lease Agreement is terminated by Landlord pursuant to Section 15, Landlord may refuse to grant Tenant a future lease agreement.

SECTION 17. TERMINATION

This Lease Agreement is terminable with or without cause by Landlord upon thirty (30) calendar days written notice, or if Tenant has leased the Premises for at least 12 consecutive months, the Landlord must provide a sixty (60) calendar days written notice, setting forth a date of termination of the Lease Agreement (the "Date of Termination"). Upon notice of termination, Tenant shall be obligated to pay immediately any Basic Rental, obligations or other fees due and owing to Landlord. Upon the Date of Termination, Tenant shall vacate the Premises and immediately remove all personal property, including aircraft and the hangar structure (also commonly referred to as "light aircraft cover"), from the Premises. If Tenant fails to vacate the Premises or fails to remove all personal property from the Premises, Landlord may seek to reenter and recover possession of the Premises by any lawful means. Landlord may also, at its election, dispose of any remaining personal property in the appropriate manner provided for by law, and charge all costs associated with such disposal to Tenant. Landlord will deem any personal property remaining on the Premises as having been abandoned by Tenant.

SECTION 18. REMEDIES CUMULATIVE

No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rental during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by Landlord of any breach by Tenant under this Lease Agreement or of any breach by any other tenant under any other lease of any portion of the Visalia Airport shall affect or alter this Lease Agreement in any way whatsoever.

SECTION 19. CITY MUNICIPAL POWERS

The Landlord is entering into this Lease Agreement is its proprietary capacity, and not in

its regulatory or governmental capacity. Nothing in this Lease Agreement shall be construed as restraining, impairing or restricting the City in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with Applicable Law. This Lease Agreement does not grant any development rights upon the Tenant with respect to the Premises and any such development shall be subject to all applicable provisions of the Visalia Municipal Code.

SECTION 20. ATTORNEY'S FEES

If an action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other reasonable relief to which s/he may be entitled. With respect to any suit, action or proceeding arising out of or related to this agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior court, in the County of Tulare, State of California for any proceeding arising hereunder.

SECTION 21. COUNTERPARTS

This Lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one in the same document.

SECTION 22. NONDISCRIMINATION

In connection with the use of the Premises, Tenant agrees to not to discriminate against any individual on the basis of race, color, national origin, ancestry, gender, religion, age, or disability, in accordance with the requirements of state and federal law.

SECTION 23. GOVERNING LAW

This Lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of California.

SECTION 24. MERGER OF NEGOTIATIONS

This Lease Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof.

SECTION 25. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

SECTION 26. EXHIBITS

The following exhibits are attached to this Agreement and are incorporated herein.

Exhibit 1 - Permitted Aircraft
Exhibit 2 - Tenant Information

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date set forth above.

TENANT:	CITY OF VISALIA, a California municipal corporation
_____ _____, Tenant	By: _____ Jody Miller Airport Manager.

EXHIBIT 1
PERMITTED AIRCRAFT

The following aircraft shall be designated as the Permitted Aircraft pursuant to this Lease Agreement:

Aircraft Make and Model: _____

Aircraft Registration No.: _____

Name (s) of Registered Owner (s): _____

Should Tenant be a partnership or a corporation a list of the partners, or a list of the corporate officers, (including mailing addresses and phone numbers) shall be attached hereto as Exhibit "B" and made a part hereof. If Tenant is a flying club, a list of all current members shall be attached in the same manner.

EXHIBIT 2
TENANT INFORMATION

TENANT'S LEGAL NAME: _____

TENANT'S PILOT LICENSE NUMBER: _____

TENANT'S HOME ADDRESS: [P.O. Boxes are not permitted]:

_____

TENANT'S BUSINESS ADDRESS:

_____

_____

_____

TENANT'S TELEPHONE NUMBERS:

HOME TELEPHONE: _____

BUSINESS TELEPHONE: _____

MOBILE NUMBER: _____

EMAIL ADDRESS_____

HANGAR LOCATION

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 22-0002 **Agenda Date:** 1/18/2022 **Agenda #:** 13.

Agenda Item Wording:
Second reading and adoption of Ordinance No. 2021-11, authorizing the conditional 35-year lease of a parcel of approximately 65,000 sq feet of unimproved property at the Visalia Municipal Airport to Aircraft Mechanical Services (AMS) Inc for the purposes of a new aircraft maintenance facility, at the rate of Twenty-Eight Thousand and Eighty Dollars ($28,080) annually.
Deadline for Action: None

Submitting Department: Administration - Airport

Contact Name and Phone Number:
Jody Miller, Airport Manager, 713-4282, Jody.Miller@visalia.city
Nick Mascia, Assistant City Manager, 713-4323, Nick.Mascia@visalia.city

Department Recommendation:
Staff recommends that Council conduct the second reading and adoption of Ordinance 2021-11 authorizing the City Manager to execute a ground lease agreement with AMS, Inc. for approximately 65,000 sq feet of unimproved property at Visalia Municipal Airport for the purpose of constructing a new aircraft maintenance facility at Visalia Municipal Airport. This is a thirty-five (35) year lease term, after which the parcel and any structures or improvements would revert to full ownership by the City of Visalia. The lease rate will be twenty-eight thousand and eighty Dollars ($28,080) annually, further adjusted annually based on the California Consumer Price Index. The ordinance will go into effect thirty (30) days after its passage.

Background Discussion:
AMS, Inc. has long operated aircraft maintenance facilities here at Visalia Municipal Airport and have consistently added income to the Airport not only through their monthly lease payments (for their current facility, which they will remain in even after the proposed new hangar is completed) but also through ancillary avenues tied to their operations such as tie-down fees, fuel sales, and other fees. The new facility would allow AMS, Inc. to greatly expand their operations by giving them the capability to service not only more aircraft but larger aircraft as well. By having this service on property here at Visalia Municipal Airport it would allow the Airport to attract flight operations that traditionally would have gone to other area airports that had the capability to service their specific aircraft. AMS, Inc. has had no major issues as a current tenant and has kept all their existing buildings in good condition.

The proposed lease being over five (5) years triggers the need for an Ordinance. The proposed Ordinance and Ground Lease Agreement is contingent upon AMS, Inc. obtaining final Federal Aviation Administration (FAA) approval for the construction of the proposed Aircraft Maintenance Hangar on the unimproved parcel. If the FAA does not approve the proposed construction project of a new Aircraft Maintenance Facility the conditional Ground Lease Agreement, and Ordinance would be null and void, and the proposed parcel would revert back at that time to City of Visalia/Visalia Municipal Airport control and able to be used for any project deemed appropriate for the parcel including a new lease with any future prospective tenants.

After the completion of the initial thirty-five (35) year lease term, full ownership of any structures and improvements made to the parcel by AMS, Inc. would revert to the City of Visalia per the agreement.

Following the initial 35 year lease, AMS, Inc. would hold the options to rent the property at fair market value for three (3) five (5) year options. Once the three (3) five (5) year options have lapsed, AMS, Inc. would have no further first claim to the rental. While these agreements are in place, AMS Inc. is required to maintain the building to all proper standards (FAA standards/requirements and City Building Code) and have the property available for inspection or verification of conformance by City staff or representative. Ground lease arrangements are commonplace on airports facilities including several (seven) active leases of similar nature at the Visalia Municipal Airport. Visalia Municipal Airport is observing both long term and day to day benefits of lease agreements like this. Further the lease does not pose a hindrance to any future development as the site chosen was to be earmarked for future hangar development in our Airport Layout Plan (see enclosed site map).

Fiscal Impact:
Visalia Municipal Airport would receive twenty-eight thousand and eighty dollars ($28,080) annually for the ground lease plus annual California Consumer Price Index increases, as well as full ownership of any structures and improvements to the proposed parcel upon the completion of the thirty-five (35) year lease term. Staff utilized Colliers Market Data Reports to obtain the annual lease rate. The County average is between 46 and 77 cents per square foot, however those properties used to establish the average do not have the building revert back to the City/Airport at the conclusion of their lease. The agreed upon lease rate is 38 cents per square foot.

The monthly lease payment will be deposited into the Fixed Base Operators (FBO) Revenues fund along with all of the current FBO lease payments for general use within the airport. Additionally, there would be considerable ancillary revenue in the form of fuel sales, tie-down fees and other fees gained by Visalia Municipal Airport via increased Air Traffic from the proposed Aircraft Maintenance Facility.

Prior Council Action: At the December 20th 2021 Council meeting, Ordinance 2021-11 had its introduction and first reading.

Other: N/A

Alternatives: None Recommended

Recommended Motion (and Alternative Motions if expected):
I move to conduct the Second Reading and adopt Ordinance No. 2021-11 authorizing the lease of a parcel of approximately 65,000 sq feet of unimproved property located at Visalia Municipal Airport to AMS, INC as specified within the staff report.
Environmental Assessment Status: To be completed by AMS, INC. during process of obtaining Federal Aviation Administration (FAA) approval for the construction of the proposed Aircraft Maintenance Facility on the requested parcel at Visalia Municipal Airport.

CEQA Review: N/A

Attachments:
1: Proposed Ordinance 2021-11.
2: Proposed Ground Lease for Aircraft Mechanical Services, Inc.
3: Proposed build site

ORDINANCE NO. 2021-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA

AUTHORIZING THE CITY MANAGER TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN THE CITY OF VISALIA AND AMS, INC. A CALIFORNIA CORPORATION FOR A APPROXIMATELY 65,000 SQ FEET PARCEL OF UNIMPROVED PROPERTY AT THE VISALIA MUNICIPAL AIRPORT

WHEREAS, the City of Visalia owns and operates certain real property commonly referred to as the Visalia Municipal Airport and,

WHEREAS, the City of Visalia desires to lease the property to AMS, INC a California Corporation for the purposes of building a new Aircraft Maintenance Facility at Visalia Municipal Airport and,

WHEREAS, AMS, INC. is a long time tenant of good standing at the Visalia Municipal Airport and,

WHEREAS, the City of Visalia desires to enter into a Ground Lease Agreement for said demised premises and,

WHEREAS, the said demised premises is more particularly shown on Exhibit A attached hereto on the proposed Ground Lease Agreement and consists of a parcel of approximately 65,000 sq feet of unimproved property at the Visalia Municipal Airport.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA,

Section 1. The City Manager of the City of Visalia be, and is hereby authorized to execute on behalf of the City of Visalia, that certain Ground Lease Agreement by and between the City of Visalia Municipal Airport as Lessor and AMS, INC. as Lessee.

Section 2. This ordinance shall go into effect thirty (30) days after its passage.

AIRPORT GROUND LEASE AGREEMENT

This Ground Lease Agreement made and entered into this ___ day of _____ 202_ by and between the City of Visalia, a Municipal Corporation of the State of California, hereinafter referred to as "LESSOR" and AMS, Inc, a California Corporation, hereinafter referred to as "LESSEE".

For and in consideration of the payment of rent, taxes, and other charges and of performance of the covenants and conditions hereinafter set forth, LESSOR hereby Leases to LESSEE the real property located at the Visalia Municipal Airport and situated in the City of Visalia, County of Tulare, State of California, more particularly and legally described as set forth in Exhibit "A" attached hereto and made a part hereof.

1. DEMISED PREMISES

A. Definition - Except as expressly provided to the contrary in this Lease, reference to "Demised Premises" is to the described land plus any described appurtenances, including any improvements (including LESSEE's improvements), now or hereafter located on the Demised Premises, without regard to whether ownership of the improvements is in the LESSOR or in the LESSEE.

B. Description - The Demised Premises consists of one parcel of unimproved property, more particularly located as designated on Exhibit "A" attached hereto and made a part hereof and, containing approximately 65,000 square feet, plus any improvement subsequently made thereto or thereon, whether made by LESSOR or LESSEE.

2. TERM

A. The initial term of this Lease shall be for a period of thirty-five (35) years, commencing on the first day of the month following the date that Lessee provides written notice to Lessor that Lessee has obtained approval from the Federal Aviation Administration for the proposed facilities on the premise (Exhibit A) and ending 35 years

thereafter, unless sooner terminated as provided for herein. Lessee shall be solely responsible for obtaining approval from the Federal Aviation Administration and shall endeavor to obtain such approval within 12 months of the date of this Agreement as provided above. If such approval has not been obtained within said 12 months, Lessor may terminate this Agreement without further obligation to Lessee.

B. LESSEE shall have the right, but not the obligation, to extend the original term of this Lease by three (3) additional periods of five (5) years; provided and the parties agree to a mutually accept minimum annual rent to be applicable during such extension term, and provided LESSEE shall not be in default of any term of condition contained herein at the time of exercising said options. LESSEE shall provide LESSOR with written notification of LESSEE's intent to exercise each option period within one hundred and eighty (180) days of the end of the then current term, and the parties shall meet to determine the mutually acceptable minimum annual rent applicable during such term no later than sixty (60) days prior to the end of the then current term Provided the parties reach agreement on minimum annual rent, and dLESSOR determines LESSEE is not in default of any term or condition, LESSEE and LESSOR shall execute an amendment to this Lease amending and extending the Lease term for the appropriate amount of time. All other terms and conditions, unless otherwise agreed to shall remain in full force and effect.

3. LEASE RENT

A. INITIAL MINIMUM RENT - LESSEE shall pay without abatement, deduction or affect, a net minimum annual rent of Twenty-Eight Thousand and Eighty Dollars ($28,080.00), all due and payable in equal monthly installments of Two Thousand, Three Hundred, and Forty Dollars ($2,340) beginning on the _____ after obtaining

Federal Aviation Administration (FAA) approval for proposed hangar (Exhibit A), and continuing thereafter throughout the entire term of this agreement.

B. RENT ADJUSTMENTS - The minimum annual rent shall be adjusted each and every year, beginning on the first anniversary date of the Lease term and continuing thereafter throughout the initial thirty-five (35) years of the Lease term, to reflect the percentage change in the Consumer Price Index. For purposes of this agreement, the Consumer Price Index shall be the California Consumer Price Index (all urban consumers, all items) as released by the California Division of Labor Statistics and Research. Said adjustment shall be calculated as follows:

The minimum annual rent charged for the twelve (12) month period being concluded shall be multiplied by the percentage increase in the Consumer Price Index for the last month released prior to each anniversary date of this Lease. The new minimum annual rent shall thereafter be paid in twelve (12) equal monthly installments for each twelve (12) month period in accordance with subdivision A herein. In no event shall the minimum annual rent be decreased.

The Consumer Price Index as used herein is based on the 1982-84=100 index. Should the Division of Labor Statistics and Research change the 1982-84=100 index, the above referenced formula shall be converted to reflect said change.

D. In the event LESSEE is delinquent in remitting the rent by the tenth (10th) day of each and every month throughout the entire Lease term, then the rent not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

4. TAXES AND ASSESSMENTS: "PUBLIC CHARGES"

A. Obligations of LESSEE: From and after the date of execution of this Lease, LESSEE shall pay or cause to be paid all real estate taxes, assessments, and other

governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever applicable to the possessory interest of LESSEE in the Demised Premises, as created and established by this Lease, and the building improvements thereon, including but not limited to assessments for public improvements or benefits which shall for any period subsequent to the execution of this Lease and during the term hereof be assessed, levied or imposed upon or become due and payable and a lien upon said possessory interest and building and improvements thereon (specifically excepting therefrom any and all subsurface rights, if any, held or used by others who may have or claim any of the same, LESSEE assuming no liability whatsoever for the taxes, general and special assessments or other charges levied or assessed thereon), all of which taxes, assessments, levies and other governmental charges to be paid by LESSEE are referred to in this Lease as "public charges"; provided however, that if by law any such public charges are payable or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such public charge), LESSEE may make such payments in installments as the same respectively become due and before any fine, penalty, or cost may be added thereto for the non-payment of any such installment; and provided further that any public charge relating to a fiscal period of the taxing authority expiring after the termination or expiration of this Lease, any part of which fiscal period is included within the time prior to termination or expiration of this Lease, shall (whether or not during the period prior to termination or expiration of this Lease such public charge shall be paid, assessed, levied or posed upon or become due and payable) be apportioned between the parties.

B. Time of Payment: All payments to be made by LESSEE pursuant to the provisions hereof shall be made before any fine, penalty, interest or cost may be added thereto for the non-payment thereof; and the LESSEE shall furnish LESSOR within sixty (60) days after the dates when the same are payable, as herein provided, with official

receipts or other evidence satisfactory to LESSOR that such public charges or excise on rents or other tax or assessments in lieu thereof as aforesaid has, to the extent of the aforesaid, been paid.

C. Contest: LESSEE may contest the legal validity or amount of any public charges for which LESSEE is responsible under this Lease and may institute such proceedings as LESSEE considers necessary. If LESSEE contests any such public charges, LESSEE may withhold or defer payment or pay under protest but shall protect LESSOR and the Demised Premises from any lien by adequate surety bond or other appropriate security.

LESSOR appoints LESSEE as LESSOR's attorney in fact for the purposes of making all payments to any taxing authorities and for the purpose of contesting any such public charge.

D. Exclusions: LESSEE's obligation to pay public charges levied or charged against said possessory estate or buildings or improvements or against specified personal property, shall not include the following whatever they may be called: business income or profit taxes levied or assessed against LESSOR by federal, state or other governmental agencies; estate, succession, inheritance, or transfer taxes of LESSOR; or corporation, franchise, or profit taxes imposed on any owner of the fee title of the Demised Premises.

E. Evidence of Payment: The certificate, advise or bill of the appropriate official designated by law to make or issue the same and to receive payment of any such public charge shall be prima-facie evidence that such public charge is due and unpaid at the time of the making or issuance of such certificate, advise, or bill; and the written receipt of such official shall be prima-facie evidence that the public charge therein described has been paid. LESSOR shall authorize and instruct the assessing authority to forward to LESSEE all bills covering such said public charge.

5. USE OF DEMISED PREMISES

A. **Defined** - LESSEE shall have the right and obligation to construct, maintain and operate the Demised Premises, for the purpose of aircraft storage and Aircraft Management, with the incidental right to maintain and service aircraft stored therein and to charge periodic hangar use fees to LESSEE's customers. Aircraft stored in the hangar will be registered with the Airport Manager. LESSEE shall not have the right or obligation to use the Demised Premises for any other purpose, nor shall LESSEE provide any other service without express written consent of the LESSOR.

B. **Use Obligation** - LESSEE shall actively and continuously use and operate the Demised Premises for the limited and particular exclusive use as expressly provided for above, except for failure to so use caused by reason of wars, strikes, riots, civil commotion, acts of public enemies, and acts of God. Said activities and continuous use and operation enhances the value of the Visalia Municipal Airport, provides needed public service, provides additional employment, taxes, and other benefits to the general economy. LESSEE, however shall not and is expressly prohibited from using the Demised Premises for any other purpose or use whatsoever whether it is purported to be in addition to or in lieu of the particular exclusive use set forth above.

C. In addition, LESSEE shall have the right to own and operate from the Demised Premises an air charter service licensed under Part 135 of the Federal Aviation Regulations and to sublease office and lounge areas within the hangar provided that any sublease shall require the prior written consent of the LESSOR. LESSOR further agrees to not arbitrarily withhold said consent. Any request for the payment of additional consideration to the LESSOR as a condition to granting consent to a sublease shall be considered arbitrary. Further, the consent of the LESSOR shall not be required as to any sublease to any entity in which the principals of the LESSEE own at least 50% of such entity.

6. UTILITIES - LESSEE shall be responsible for all costs of all connections and extensions of utilities from their current locations to and within the Demised Premises, and all costs associated with the use of said utilities.

7. BUSINESS LICENSE - LESSEE shall obtain a business license as paid by all people in similar circumstances, within the City of Visalia.

8. RESERVATION OF MINERAL RIGHTS TO LESSOR - All oil, gas, and mineral rights are expressly reserved from this Lease.

9. ASSIGNING AND SUBLETTING - The LESSEE shall not assign or sublet, or transfer the whole or any part of this Lease or any interest herein, nor sublease the whole or any part of the Demised Premises, nor contract for the management or operation of the whole or any part of the Demised Premises, nor permit the occupancy of any part thereof by any other person, nor permit transfer of the Lease or possession of the Demised Premises by merger, consolidation or dissolution, nor permit sale of a controlling interest in the voting stock in said corporation without the consent of LESSOR, in each instance following thirty (30) days written notice to LESSOR of LESSEE's intent to assign, sublet, transfer, sublease, contract for the management or operation, permit the occupancy or permit the transfer of the whole or any part of the Demised Premises, evidenced by LESSOR's ordinance, first had and obtained in each instance. It is mutually agreed that the personal qualifications of the parties controlling the corporation named herein as LESSEE are part of the consideration for the granting of this Lease and said parties do hereby agree to maintain active control and supervision of the operations conducted on the Demised Premises, to maintain its existence, rights, privileges, and franchises within the State of California, and qualify and remain qualified in each jurisdiction in which its present or future operations or its ownership of property requires such qualifications. No assignment, voluntary or involuntary, in

whole or in part of the Lease or any interest therein, and no sublease of the whole or any part of the Demised Premises, and no contract for the management or operation of the whole or any part of the Demised Premises, and no permission to any person to occupy the whole or any part of the Demised Premises, shall be valid or effective without the consent of the LESSOR, first had and obtained in each instance; provided however, that nothing herein contained shall be construed to prevent the occupancy of said Demised Premises by any employee or business invitee of LESSEE.

10. LESSEE'S ACCESS - LESSEE shall have unrestricted right of access to all taxiways, runways and public facilities of the airport and LESSOR shall maintain taxiways sufficient for the use of aircraft to the boundary of the Demised Premises and vehicle access to Demised Premises.

11. IMPROVEMENTS - Within one hundred and twenty (120) days after the commencement date of this Lease, LESSEE shall commence construction and diligently proceed to completion of the improvements consisting of a 19,500 square foot hangar, automobile parking, aircraft parking apron and all required landscaping. In no event shall LESSEE construct or plant any structure or growing improvements, which will exceed thirty-two (32) feet above the highest elevation of the Visalia Municipal Airport runway.

Before commencement of construction the LESSEE shall deliver to LESSOR for LESSOR's approval 2 sets of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in California, including but not limited to preliminary grading and drainage plans, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares and aircraft taxiway, access roads, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas, landscaping design and planting materials, and parking plans, all sufficient to enable potential contractors and subcontractors to make reasonably accurate bid estimates and to enable

LESSOR to make an informed judgment about the design and quality of construction and about any effect on the reversion. At essentially the same time, LESSEE shall submit to the Federal Aviation Administration (FAA), Form 7460-1, “Notice of Proposed Construction or Alteration” in accordance with federal regulations. LESSEE understands and agrees that no construction shall commence without the prior approval of said notice and that processing time for said notice may take up to ninety (90) days. All improvements shall be constructed within the exterior property lines of the Demised Premises; provided that required work beyond the Demised Premises on utilities, storm drain line, access road, and other necessary improvements and Site Plan Review requirements do not violate this provision. With the plans, LESSEE shall deliver to LESSOR the certificate of the person or persons who prepared the plans and specifications certifying the LESSEE has fully paid them or waiving payment and waiving any right to a lien for preparing them and permitting LESSOR to use the plans without payment for purposes relevant to and consistent with this Lease.

The LESSEE shall also deliver to the LESSOR the written approval of the plans and specifications by the financial institution that shall have made the commitment for financing the construction.

LESSEE shall prepare final working plans and specifications substantially conforming to preliminary plans previously approved by LESSOR, submit them to the appropriate governmental agencies, including but not limited to the Tulare County Airport Land Use Commission, City of Visalia Site Plan Committee, City of Visalia Plan Check, and the Visalia Airport Advisory Committee. Changes from the preliminary plans shall be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency or official in connection with the application for permit or approval, even if the governmental agency is LESSOR or the official is an agent or employee of LESSOR, hired for purposes of reviewing such plans, and if they do not depart

substantially in size, utility, or value from the minimum requirements of the paragraph containing description of improvements. Prior to commencement of construction the LESSEE shall:

A. Notify LESSOR of LESSEE's intention to commence a work of improvement at least 10 days before commencement of any such work or delivery of any materials. The notice shall specify the approximate location and nature of the intended improvements. LESSOR shall have the right to post and maintain on the Demised Premises any notices of non-responsibility provided for under applicable law, and to inspect the Demised Premises in relation to the construction at all reasonable times.

B. Furnish the LESSOR with a fully executed and recorded copy of the LESSEE's Contract with the General Contractor engaged to erect the improvements referred to in this paragraph, together with a fully executed and recorded copy of a Completion Bond given by LESSEE or the general contractor in an amount equal to the contract price covering all work of construction and improvement to be undertaken by or through the General Contractor and a copy of a fully executed and recorded Labor and Material Bond in an amount equal to fifty percent (50%) of the contract price guaranteeing payment for all labor and materials used in the construction of the improvements, together with evidence of the General Contractor's financial condition for LESSOR's approval, at least ten (10) days before commencement of construction. The LESSOR may waive the requirement of giving the bond referred to in this paragraph.

The Contract shall give LESSOR the right but not the obligation to assume LESSEE's obligations and rights under that Contract if LESSEE should default, subject only to the superior right of assignment held by the lender financing the construction. LESSOR may disapprove by Notice given within five (5) days following delivery of the copy of the Contract between the LESSEE and Contractor. The Notice shall specify the grounds for disapproval. LESSOR shall not unreasonably disapprove and shall be

considered to have approved in the absence of Notice of Disapproval given within five (5) days after LESSEE furnishes the Contract and evidence specified above.

C. Deliver to LESSOR true copies of all documents to evidence the commitment of financing for any new construction. "Financing" includes both the construction (or interim) financing and the take out (also called permanent or long-term) loan. LESSOR may require by notice that no construction commence until the take out financing is firmly committed but may disapprove the financing only if it violates an express provision of this Lease.

LESSOR shall have the right but not the obligation to assume LESSEE's financing for any improvements on the Demised Premises. LESSEE shall cause the lender to execute all documentation facilitative of this right. LESSOR's exercise of this right shall not constitute a waiver of any other right LESSOR may have against LESSEE, any surety or guarantor, or anyone else.

D. Deliver to LESSOR (1) certificates of insurance evidencing coverage for "builder's risk"; (2) evidence of workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against LESSOR or the Demised Premises, and (3) evidence that LESSEE has paid or caused to be paid all premiums on insurance provided for in the paragraphs on insurance, sufficient to assure maintenance of all insurance above during the anticipated course of the work. LESSEE shall maintain, keep in force, and pay all premiums required to maintain and keep in force all insurance above at all times during which such work is in progress.

12. WARRANTIES - GUARANTEES - COVENANTS - LESSOR makes no warranty, guarantee, covenant, including but not limited to covenants of title and quiet enjoyment, or averment of any nature whatsoever concerning the condition of the Demised Premises, including

the physical condition thereof, or any condition which may affect the Demised Premises, and it is agreed that LESSOR will not be responsible for any loss, damage or cost which may be incurred by LESSEE by reason of any such condition or conditions.

13. PROSECUTION OF CONSTRUCTION - Once the work has begun, LESSEE shall with reasonable diligence prosecute to completion all construction of improvements, additions, or alterations. Construction required at the inception of the Lease shall be completed and ready for use within six (6) months after commencement of construction, provided that the time for completion shall be extended for as long as LESSEE shall be prevented from completing the construction by delays beyond LESSEE's control; but failure, regardless of cause, to complete construction within twelve (12) months following the commencement date of this Lease shall, at LESSOR's election exercised by notice, terminate this Lease. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to LESSOR as required by this Lease and shall comply with all applicable governmental permits, laws, ordinances, and regulation, including those within the jurisdiction of LESSOR.

14. PAYMENT OF CONSTRUCTION COSTS

A. LESSEE shall pay or cause to be paid the total cost and expense of all works of improvements, as that phrase is defined in the Mechanic's Lien Law in effect at the place of construction when the work begins. LESSEE shall not suffer or permit to be enforced against the Demised Premises, or any part of it, any mechanic's, materialman's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. However, LESSEE may in good faith and at LESSEE's own expense contest the validity of any such asserted lien, claim, or demand, provided LESSEE has furnished the bond required in California Civil Code Section 3143 (or any comparable statue hereafter

enacted for providing a bond freeing the Demised Premises from the effect of such a lien claim).

B. If LESSEE does not cause to be recorded the bond described in California Civil Code Section 3143 or otherwise protect the property under any alternative or successor statute, and a final judgment has been rendered against LESSEE by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's, or subcontractor's lien claim, and if LESSEE fails to stay the execution of the lien or judgment by lawful means or to pay the judgment, LESSOR shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien, or both. LESSEE shall reimburse LESSOR for all sums paid by LESSOR under this paragraph, together with all LESSOR's reasonable attorney's fees and costs.

C. LESSEE shall defend and indemnify LESSOR against all liability and loss of any type arising out of work performed on the Demised Premises by LESSEE, including liability arising from LESSOR's active or passive negligence, together with reasonable attorney's fees and all costs and expenses incurred by LESSOR in negotiating, settling, defending, otherwise protecting against such claims.

15. FILE NOTICE OF COMPLETION - On completion of any substantial work of improvement during the term, LESSEE shall file or cause to be filed a notice of completion. LESSEE hereby appoints LESSOR as LESSEE's attorney-in-fact to file the notice of completion on LESSEE's failure to do so after the work of improvement has been substantially completed.

16. SUPPLY AS BUILT DRAWINGS - On completion of any work of improvement, LESSEE shall give LESSOR notice of all changes in plans or specifications made during the course of the work and shall at the same time and in the same manner, supply LESSOR with "as built" drawings accurately reflecting all such changes. LESSOR acknowledges that it is common practice in the

construction industry to make numerous changes during the course of construction of substantial projects. Changes that do not substantially alter plans and specifications previously approved by LESSOR do not constitute a breach of LESSEE's obligation.

17. REPAIR AND MAINTENANCE

A. General Repairs and Maintenance - Throughout the entire Lease term, LESSEE shall, at LESSEE's sole cost and expense maintain the Demised Premises and all improvements thereupon in good condition and repair, including, but not limited to, the interior and exterior of the facility, the landscaping, the paving of the parking lot, aircraft parking apron, the access road, and all other improvements existing and hereafter erected thereupon, to the reasonable satisfaction of the LESSOR, and in accordance with all applicable rules, laws, ordinances, orders and regulations of (1) federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials including LESSOR; (2) the insurance underwriting board, or insurance inspection bureaus having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the Demised Premises or improvements or both. LESSEE further understands and agrees that the LESSOR shall have the right at all reasonable times to make periodic inspections of LESSEE's facilities and notify LESSEE in the manner provided for in this Lease, of any conditions in need of repair or concerns LESSOR may have regarding the appearance of the facilities. LESSEE shall make every effort to correct said conditions within a reasonable period of time, however in no instance shall it be longer than ninety (90) days from the date of the notice without the consent of the LESSOR.

B. Extraordinary Repairs and Maintenance - In the event of damage to or the destruction by fire, the elements, acts of God, or any other cause, or, in the event LESSEE's constructed improvements located within the Demised Premises are declared

unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, including LESSOR, LESSEE shall, within ninety (90) days, commence and diligently pursue to completion the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Demised Premises for the purpose required by this Lease. Repair, replacement or reconstruction of improvements within the Demised Premises shall be accomplished in a manner and according to plans approved by LESSOR; provided, however, LESSEE shall not be obligated to repair, reconstruct or replace the improvements following their destruction in whole or substantial part except to the extent the loss is covered by insurance required to be carried by LESSEE pursuant to Paragraph 20 of this Lease (or would be covered whether or not such required insurance is actually in effect). If LESSEE elects not to restore, repair or reconstruct as herein provided, the Lease shall terminate and LESSOR shall have any rights to which it would be entitled under the provisions of paragraph 19 of this Lease.

18. OWNERSHIP OF IMPROVEMENTS

A. During the term of this Lease, all improvements constructed on the Demised Premises by LESSEE, as permitted by this Lease, shall be owned by LESSEE until expiration of the term or sooner termination of this Lease. LESSEE shall not, however, remove any improvements from the Demised Premises, except as permitted by this Lease. The parties covenant for themselves and all persons claiming under them that the improvements are personal property.

B. At the end of the Lease term all improvements on the Demised Premises at the expiration of the term or sooner termination of this Lease shall, without compensation to LESSEE, and except as provided for in Section 31 (A)(3), then become LESSOR's property free and clear of all claims to or against them by LESSEE or any third person,

and LESSEE shall defend and indemnify LESSOR against all liability and loss arising from such claims or from LESSOR's exercise of the rights conferred by this paragraph.

C. At the expiration or sooner termination of the term of this Lease, LESSOR may, at the LESSOR's election, demand the removal of all structures, installations and improvements, as specified in the notice provided for below. A demand to take effect at the normal expiration of the term shall be effected by notice given at any time within one month before the expiration date. A demand to take effect on any other termination of the Lease shall be effected by notice given in, or concurrently with, notice of such termination or within 30 days after such termination.

LESSEE shall comply with the notice before the expiration date, for normal termination, and within 60 days after the notice for other termination. The duty imposed by this provision includes but is not limited to the duty to demolish and remove all fuel storage tanks, basements and foundations, fill all excavations, return the surface to grade, and leave the Demised Premises safe and free from debris and hazards; provided that after compliance with a demand for removal of less than all fixtures and improvements, LESSEE shall be required to remedy only willful and negligent injuries to the Demised Premises or remaining improvements or fixtures.

If LESSEE fails to remove such structures, installations or improvements within sixty (60) days, LESSOR shall have the right to have such structures, installations or improvements removed at the expenses of LESSEE. As to any or all structures, installations or improvements that LESSOR does not exercise said option for removal, title thereto shall vest in the LESSOR without cost to LESSOR and without any payment to LESSEE.

19. INSURANCE - "ALL RISKS" BUILDER'S RISK INSURANCE POLICY - Prior to the issuance of any excavation, grading, foundation or building permit on or with respect to the

Demised Premises, and continuing thereafter throughout the term hereof, LESSEE shall maintain, with a reputable and financially responsible insurance company, licensed to do business in California, reasonably acceptable to LESSOR, an “all risk” builder’s risk insurance policy specific to the project, covering loss or damage to all materials, equipment and work involved with regard to improvements on the Demised Premises, including vandalism and malicious mischief and “time element” loss or soft cost coverage, in any amount not less than the replacement cost of all materials, equipment and work risk and in the form acceptable to the LESSOR. Such insurance policy or policies shall waive all rights or subrogation against the City of Visalia, its officers, employees and agents.

20. INSURANCE - BUSINESS INTERRUPTION AND EXTRA EXPENSE COVERAGE - Throughout the term of this Lease, at LESSEE’s sole cost and expense, LESSEE shall keep or cause to be kept in force, for the mutual benefit of LESSOR and LESSEE, a policy of insurance against “Business Interruption and Extra Expense” from loss or damage resulting from hazards to owned or non-owned property which prevents normal operations from continuing. Such coverage shall be on an Actual Loss Sustained basis, in an amount equal to at least one (1) years expected operating profit before taxes (calculated according to generally accepted accounting principles consistently applied) plus expenses, including LESSEE’s financial obligation to LESSOR, that necessarily continue notwithstanding the business interruption. The insurance shall also provide Extended Period of Indemnity provisions for payment of loss until normal operations resume.

21. INSURANCE - FIRE - Throughout the term of this Lease, at LESSEE’s sole cost and expense, LESSEE shall keep or cause to be kept insured for the mutual benefit of the LESSOR, the LESSEE and the holder of any security interest therein, all improvements to the Demised Premises erected thereupon by the LESSEE, against loss or damage by fire and such other risks

as are now or hereafter included in extending coverage endorsements in common use for commercial structures, including vandalism or malicious mischief. The amount of the insurance shall be sufficient to prevent either LESSOR or LESSEE from becoming a coinsurer under the provisions of the policies, but in no event shall the amount be less than the "Full Actual Replacement Value". Full Actual Replacement value, as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item or property with materials of like kind and quality in compliance with any law or ordinance regulating repair or construction at the time of loss, without deduction for physical, accounting, or any other depreciation. LESSOR shall not carry any insurance the effect of which, would be to reduce the protection or payment to LESSEE under any insurance that this Lease obligates LESSEE to carry. If any dispute, whether the amount of insurance complies with the above, cannot be resolved by agreement, LESSOR may, not more often than once every 24 months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. LESSEE may include the holder of any mortgage on the leasehold or on the fee or both as a loss payee; on the LESSOR's notice of demand LESSEE shall include the holder of any mortgage on the fee as a loss payee to the extent of that mortgage interest. LESSOR shall, at LESSEE's cost and expense, cooperate fully with LESSEE to obtain the largest possible recovery, and all policies of fire extended coverage insurance required by LESSOR shall provide that the proceeds shall be paid to LESSEE as follows:

A. The proceeds shall be deemed to be held in trust by the recipient to the uses and purposes prescribed by this Lease.

B. Payments of the proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on LESSOR's certificates until the work is completed and accepted.

C. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair, and reconstruction of improvements shall be the LESSEE's sole property.

22. INSURANCE - LIABILITY - Throughout the term of this Lease, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept in force, for the mutual benefit of LESSOR and LESSEE, comprehensive broad form general liability insurance against any and all claims and liability for personal injury, death, or property damage arising out of the use, occupancy, disuse or condition of the Demised Premises, personal property thereon, improvements or adjoining areas of ways, providing combined single limit of at least One Million Dollars ($1,000,000.00), for any one accident or occurrence, for bodily injury or death to one or more persons, and at least Five Hundred Thousand Dollars ($500,000.00) for Property damage.

23. INSURANCE - WORKERS COMPENSATION - LESSEE shall maintain Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident or occurrence.

24. INSURANCE - GENERAL REQUIREMENTS - All insurance required by express provisions of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that

A. Any loss shall be payable notwithstanding any act or negligence of LESSOR that might otherwise result in a forfeiture of the insurance.

B. The insurer waives the right of subrogation against LESSOR and against LESSOR's agents and representatives.

C. The policies are primary and noncontributing with any insurance that may be carried by LESSOR.

D. They cannot be canceled or materially changed except after 30 days' notice by the insurer to LESSOR or LESSOR's designated representative.

E. LESSEE shall furnish LESSOR with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Lease, LESSEE shall furnish LESSOR with binders representing all insurance requirements by this Lease. LESSEE may effect for its own account any insurance not required under this Lease. LESSEE may provide by blanket insurance covering the Demised Premises and any other location or locations any insurance required or permitted under this Lease provided it is acceptable to all mortgagees. LESSEE shall deliver to LESSOR, in the manner required for notices, copies of certificates of all insurance policies required by this Lease, together with evidence satisfactory to LESSOR of payment required for procurement and maintenance of the policy, within the following time limits:

1. For insurance required at the commencement of this Lease, within 30 days after execution of this Lease;

2. For insurance becoming required at a later date, at least 15 days before the requirements takes effect, or as soon thereafter as the requirement, if new, takes effect;

3. For any renewal or replacement of a policy already in existence, at least 30 days before expiration or other termination of the existing policy.

F. LESSOR, and LESSOR's elected and appointed officials, agents, representatives, and employees are to be named as additional insured under the policy.

If LESSEE fails or refuses to procure or to maintain insurance as required by this Lease or fails to furnish LESSOR with required proof that the insurance has been procured and is in force and paid for, LESSOR shall have the right, at LESSOR's election and on five (5) days' notice to

LESSEE, to procure and maintain such insurance. The premiums paid by LESSOR shall be treated as added rent due from LESSEE with interest at the rate of 18% per year, to be paid on the first day of the month following the date on which the premiums were paid. LESSOR shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

25. INDEMNIFICATION - LESSEE agrees to and shall defend and indemnify LESSOR and LESSOR's elected and appointed officials, agents, representatives and employees against all claims, liability, loss and expense caused or incurred by reason of injury to person or property, or both, including without limitation, injury to the person or property of LESSEE, its agents, officers and employees, arising out of the condition of the Demised Premises or any operations thereof conducted thereupon or therefrom caused by any act of omission or commission by LESSEE, its agents, officers, employees, or invitees, or any other cause whatsoever, or caused by LESSOR, its agents, officers, employees, or invitees, or any other cause whatsoever, specifically to include the sole active negligence of LESSOR, its agents or employees.

LESSOR agrees to and shall defend and indemnify LESSEE and LESSEE's officers, directors, agents, representatives and employees against all claims, liability, loss and expense caused or incurred by reason of injury to person or property, or both, including without limitation, injury to the person or property of LESSOR arising out of the condition of the Demised Premises or any operations thereof conducted thereupon or therefrom caused by any act or omission or commission by LESSOR, its agents, officers, employees, or invitees, or any other cause whatsoever, or caused by LESSEE, its agents, officers, employees, or invitees, or any other cause whatsoever, specifically to include the sole active negligence of LESSEE, its agents or employees.

26. DEFINITION OF DEFAULT BY LESSEE - Each of the following events shall be a default by LESSEE and a breach of this Lease.

A. Abandonment or surrender of the Demised Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by LESSEE, or to perform as required or conditioned by any other covenant or condition of this Lease.

B. The subjection of any right or interest of LESSEE to attachment, execution, or other levy, or to seizure under legal process, if not released within 10 days provided that the foreclosure of any mortgage permitted by provisions of this Lease relating to purchase or construction of improvements shall not be construed as a default within the meaning of this paragraph.

C. The appointment of a receiver to take possession of the Demised Premises, or improvements or of LESSEE's interest in the leasehold estate, or of LESSEE's operation on the Demised Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (1) pursuant to administration of the estate of any deceased or incompetent LESSEE, or (2) instituted by LESSOR, the event of default being not the appointment of a receiver at LESSOR's insistence, but the event justifying the receivership, if any.

D. An assignment by LESSEE for the benefit of creditors or the filing of a voluntary or involuntary petition by or against LESSEE under any law for the purpose of adjudication of LESSEE's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 30 days after the assignment, filing or other initial event.

E. Failure to maintain said Demised Premises as required pursuant to the terms of this Lease.

27. NOTICE OF DEFAULT - As a precondition to pursuing any remedy for an alleged default by LESSEE, LESSOR shall, before pursuing any remedy, give notice of default to LESSEE and to all qualifying subtenants whose names and addresses were previously given to LESSOR in a notice or notices from LESSEE. A qualifying subtenant is a subtenant in possession under an existing sublease which is proper under this Lease.

If the alleged default is nonpayment of rent, taxes, or other sums to be paid by LESSEE as provided in the paragraph on rent, or elsewhere in this Lease directed to be paid as rent, LESSEE shall have 10 days after notice is given to cure the default. For the cure of any other default, LESSEE shall promptly and diligently after the notice commence to cure the default and shall have 10 days after notice is given to complete the cure plus any additional period that is reasonably required for the curing of the default. After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of emergency, LESSOR may at LESSOR's election, but is not obligated to, make any payment required of LESSEE under this Lease or perform or comply with any covenant or condition imposed on LESSEE under this Lease and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of 10% per year from the date of payment, performance, or compliance (herein called "Act"), shall be deemed to be additional rent payable by LESSEE with the next succeeding installment of rent. No such Act shall constitute a waiver of default or of any remedy for default or render LESSOR liable for any loss or damage resulting from any such Act.

28. REMEDIES IN THE EVENT OF DEFAULT - If any default by LESSEE shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of this Lease, LESSOR has the following remedies in

addition to all other rights and remedies provided by law or equity, to which LESSOR may resort cumulatively or in the alternative:

A. LESSOR may, at LESSOR's election, terminate this Lease by giving LESSEE notice of termination. On the giving of the notice, all LESSEE's right in the Demised Premises and in all improvements shall terminate. Promptly after notice of termination, LESSEE shall surrender and vacate the Demised Premises and all improvements in broom-clean condition, and LESSOR may re-enter and take possession of the Demised Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none; provided that no subtenant qualifying under nondisturbance provisions of this Lease shall be ejected. Termination under this paragraph shall not relieve LESSEE from the payment of any sum then due to LESSOR or from any claim for damages previously accrued or then accruing against LESSEE.

B. LESSOR may, at LESSOR's election, re-enter the Demised Premises, and, without terminating this Lease, at any time and from time to time relet the Demised Premises and improvements or any part or parts of them for the account and in the name of the LESSEE or otherwise. LESSOR shall apply all rents from reletting as in the provision on assignment of subrents. Any reletting may be for the remainder of the term or for a longer or shorter period. LESSOR may execute any Leases made under this provision either in LESSOR's name or in LESSEE's name and shall be entitled to all rents from the use, operation, or occupancy of the Demised Premises or improvements or both. LESSEE shall nevertheless pay to LESSOR on the due dates specified in this Lease the equivalent of all sums required of LESSEE under this Lease, plus LESSOR's expenses, less the avails of any reletting or attornment. No act by or on behalf of LESSOR under this provision shall constitute a termination of this Lease unless LESSOR gives LESSEE notice of termination.

C. LESSOR may, at LESSOR's election, use LESSEE's personal property and trade fixtures or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of LESSEE.

D. LESSOR shall be entitled, at LESSOR's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of 10 percent per year from the due date of each installment. Avails of reletting or attorned subrents shall be applied, when received, as follows: (1) to LESSOR to the extent that the avails for the period covered do not exceed the amount due and charged to LESSEE for the same period, and (2) the balance to LESSEE. LESSOR shall make reasonable efforts to mitigate LESSEE's liability under this provision. LESSOR shall be entitled at LESSOR's election to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination of this Lease and the time of the claim, judgment, or other award, less that avails of all relettings and attornments and less all amounts by which LESSOR shall reasonably have mitigated those rental losses, plus interest on the balance at the rate of 10 percent per year, and (2) the "worth" at the time of the claim, judgment, or other award, of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the Demised Premises, or the higher/lower of the fair rental value unencumbered by the Lease and improvements. "Worth", as used in this provision, is computed by discounting the total at the discount rate of the Federal Reserve Bank of San Francisco at the time of the claim, judgment, or award, plus one percent. LESSOR shall not be considered to be in default under this Lease unless (1) LESSEE has given notice specifying the default and (2) LESSOR has failed for 10 days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults. LESSEE waives the protections of Civil Code Sections 1932 and 1933.

29. WAIVER OF DEFAULT - No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by LESSEE other than that default in the payment of the particular rental payment.

30. LEASE ENCUMBRANCE - LESSEE understands and agrees that it cannot encumber the Lease, leasehold estate and the improvements thereon by a deed of trust, mortgage or other security instrument to assure payment of any promissory note of LESSEE without the prior express written consent of the LESSOR in each instance, which consent shall be at the sole and exclusive discretion of the LESSOR. If any deed of trust, mortgage or other security instrument that encumbers the Lease, leasehold estate and the improvements thereon is entered into by LESSEE without LESSOR's prior express written consent, LESSOR shall have the right to declare this Lease in default.

31. EMINENT DOMAIN - If the whole or a substantial part of the Demised Premises hereby leased shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease as to the part taken, from the day the possession of that part shall be taken for any public purpose, and the rent shall be paid up to that day, and from that day LESSEE shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Demised Premises taken. All damages awarded for such taking shall belong to and be the property of the LESSOR whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises herein leased, LESSEE's only remedies being the election of

cancellation or reduction in rent; provided, however, that LESSOR shall not be entitled to any award made for the taking of any installation or improvements on the Demised Premises belonging to LESSEE.

32. QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION - Upon termination of this Lease for any reason, including but not limited to termination because of default by LESSEE, LESSEE shall execute, acknowledge and deliver to LESSOR within thirty (30) days after receipt of written demand thereof, a good and sufficient deed whereby all right, title and interest of LESSEE in the Demised Premises is quitclaimed to LESSOR. Should LESSEE fail or refuse to deliver the required deed to LESSOR, LESSOR may prepare and record notice reciting the failure of LESSEE to execute, acknowledge and deliver such deed and said notice shall be conclusive evidence of the termination of the Lease and of all rights of LESSEE or those claiming under LESSEE in and to the Demised Premises.

33. ATTORNEYS' FEES - If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorneys' fees. Arbitration is not an action or proceeding for the purpose of this provision.

34. NOTICES - As used in this Lease, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provision of this Lease on rent direct otherwise, rent shall be sent in the manner provided for giving notice.

A. Writing. All Notices must be in writing, provided that no writing other than the check or other instruments representing the rent payment itself need accompany the payment of rent.

B. Delivery. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) on the date shown on the return receipt after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or persons intended as follows:

Notice to LESSOR: City of Visalia
City Clerk
220 N. Santa Fe Street
Visalia, CA 93292

Copy to: City of Visalia
Airport Manager
9501 Airport Drive
Visalia, CA 93277

Notice to LESSEE: AMS Inc.
C/O Darrell Tunnell
9519 Airport Dr, Hangar 19
Visalia, CA 93291

C. Change of recipient or address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

D. Recipient named. Each recipient named must be an individual person. If more than one recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipients named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Lease, unless the name or identity of the party has changed as permitted in this Lease and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest designating party, and the notice is considered given when the first attempt to give notice was properly made.

35. REGULATIONS - LESSEE shall not conduct, or allow to be conducted upon the Demised Premises, any dangerous or hazardous activities, or any activities considered to be a nuisance to the airport or its tenants and neighbors, and LESSEE agrees to abide by all applicable F.A.A. and U.S. Government rules and regulations, including, but not limited to the following:

A. The LESSEE for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described herein for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. No person on the grounds of race, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; and

2. That in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the grounds of race, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and

3. That the LESSEE shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation, and as said Regulations may be amended.

C. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

D. LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided, that LESSEE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

E. The LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.

F. The LESSOR reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the LESSEE, and without interference or hindrance.

G. The LESSOR reserves the right to take any action it considers necessary to protect aerial approaches of the airport against obstructions, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the LESSOR would limit the usefulness of the airport or constitute a hazard to aircraft.

H. During the time of war or national emergency the LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

I. It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

J. There is hereby reserved to the LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for passage of aircraft in the airspace above the surface of the Demised Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

K. The Lease shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America, or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of

which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

36. CURRENT AND FUTURE AIRPORT REGULATIONS - This Lease and all rights conferred thereby shall at all times be subject to current and future regulations governing any and all activities at the Visalia Municipal Airport to the same extent that such current and future regulations govern the activities of all persons using the facilities of the Visalia Municipal Airport and occupying structures thereon.

37. MODIFICATIONS - It is understood and agreed by and between the parties hereto that any alterations, modifications, or additions to the structural improvements, including landscaping and the paint colors, on the leasehold Demised Premises by the LESSEE can only be instituted by first obtaining written approval of the LESSOR of the plans, locations and specifications of said structural changes. Alterations, modifications, or additions to the interiors of the improvements shall not be considered structural, provided LESSEE agrees to provide LESSOR one set of "as built" plans for said changes within 60 days of completion.

38. SIGNS - LESSEE agrees that no signs will be painted or erected on the subject Demised Premises unless such signage is first approved in writing by LESSOR and is also approved by the City of Visalia in its governmental capacity. All signage painted or erected on the subject Demised Premises or off-site signage for the benefit or use of LESSEE, shall be in compliance with the City of Visalia ordinance related to signs, zoning and building regulations.

39. AFFECT OF ILLEGALITY - The invalidity or illegality of any provision shall not affect the remainder of the Lease.

40. BINDING ON SUCCESSORS - Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

41. SURRENDER ON TERMINATION - At the expiration or earlier termination of the term, LESSEE shall surrender to LESSOR the possession of the Demised Premises. Surrender or removal of improvements, fixtures, and trade fixtures shall be as directed in above provisions of this Lease on ownership of improvements at termination. LESSEE shall leave the surrendered Demised Premises and any other property in good and broom-clean condition except as provided to the contrary in provisions of this Lease on maintenance and repair of improvements. All property that LESSEE is required to surrender shall become LESSOR's property at the termination of the Lease. All property that LESSEE is not required to surrender but that LESSEE does abandon shall, at LESSOR's election, become LESSOR's property at termination. If LESSEE fails to surrender the Demised Premises at the expiration or sooner termination of this Lease, LESSEE shall defend and indemnify LESSOR from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from LESSEE's failure to surrender.

42. HOLDOVER - This Lease shall terminate without further notice at expiration of the Lease term. Any holding over by LESSEE after either expiration or termination shall not constitute a renewal or extension, or give LESSEE any rights in and to the Demised Premises, unless as provided in paragraph 2B above. If LESSEE, with LESSOR's consent, remains in possession of the Demised Premises after expiration or termination of the term or after the date in any notice given by LESSOR to LESSEE terminating this Lease, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time

by either party. During any such month-to-month tenancy, LESSEE shall continue to pay all rent required by this Lease. All other provisions of this Lease, except those pertaining to term, shall apply to the month-to-month tenancy.

43. TIME IS OF THE ESSENCE - Time is of the essence of each and all of the terms and provisions of this Lease and this Lease shall inure to the benefit of and be binding upon the parties hereto and any successors or LESSEE as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Lease shall extend to and bind any assigns and sublessees of LESSEE.

45. ENTIRE AGREEMENT - This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, counsel of his own advisors and the warranties, representations, and covenants if any, in the Lease itself. The failure or refusal of either party to inspect the Demised Premises or improvements, to read the Lease or other documents, or to obtain legal or other advise relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection or advise.

46. ABSTRACT OF LEASE - This is the final paragraph and abstract of the Lease dated_____, by and between the City of Visalia, LESSOR and Aircraft Maintenance Services (AMS) Inc., LESSEE, concerning the Demised Premises described in Exhibit "A" attached hereto and by this reference made a part hereof.

For good and adequate consideration, LESSOR leases the Demised Premises to LESSEE, and LESSEE hires from LESSOR, for the term and on the provisions contained in the Lease including, without limitation, provisions prohibiting assignment, subleasing, and

encumbering said Lease without the express written consent of LESSOR in each instance, all as more specifically set forth in this abstract by this reference.

The term is thirty-five (35) years, beginning on _____ and ending on _____.

This abstract is not a complete summary of the Lease. Provisions in the abstract shall not be used in interpreting the Lease provisions. In the event of conflict between the abstract and other parts of the Lease, the parts contained within the Lease shall control. Execution hereof constitutes execution of the Lease itself.

47. VENUE

This contract is to be construed by the laws of the State of California with venue only in Tulare County, or the United States District Court for the Eastern District of California.

AMS Inc, LESSEE

Dated: _____ by:_____
Darrell Tunnell, AMS INC.

CITY OF VISALIA, LESSOR

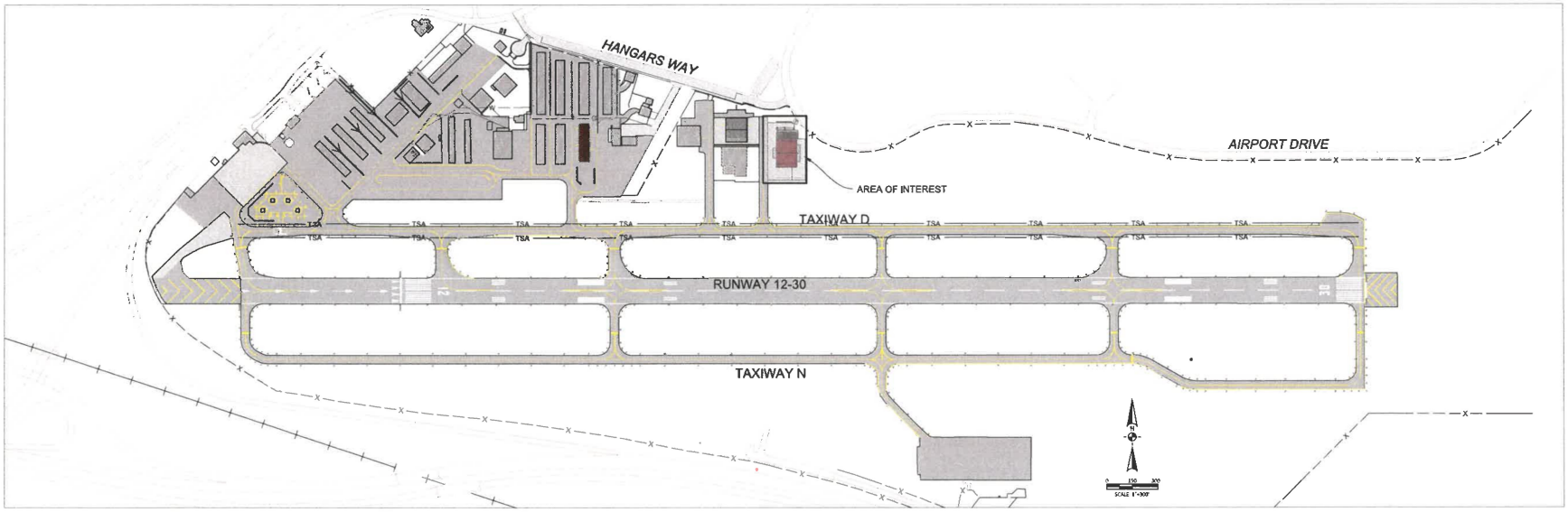
Dated: _____, by:_____
Leslie Caviglia, City Manager

APPROVED AS TO FORM:

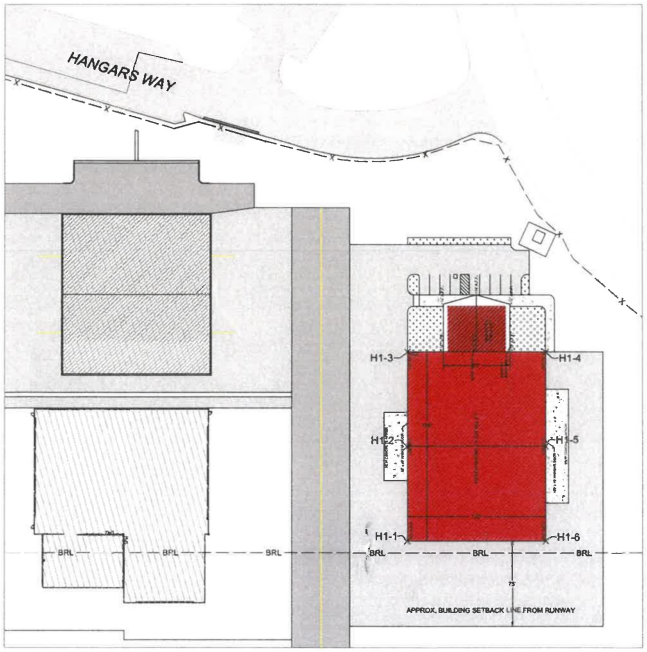
Dated: _____, by:_____
Ken Richardson, City Attorney

Dated: _____, by:_____
Charlotte Dunn, Risk Management

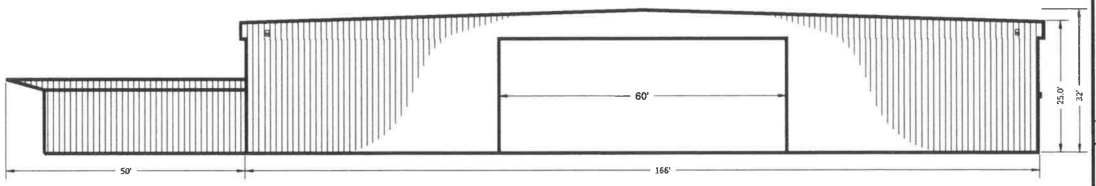
Exhibit - A



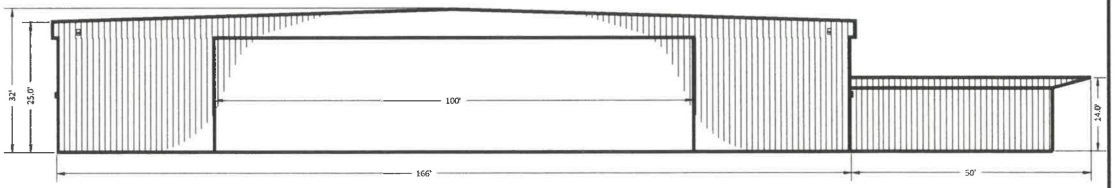
VICINITY MAP



AREA OF INTEREST
SCALE: 1"=50'



BUIDLING ELEVATION - WEST
NOT TO SCALE



BUIDLING ELEVATION - EAST
NOT TO SCALE

NOTES:

1. HORIZONTAL CONTROL FOR THE VISALIA MUNICIPAL AIRPORT HAS BEEN ESTABLISHED BY SURVEY MONUMENTS LOCATED THROUGHOUT THE AIRPORT. POINT OF INTEREST COORDINATES CORRESPOND TO THE NORTH AMERICAN DATUM OF 1983 (NAD83).
2. POI GROUND SURFACE ELEVATIONS CONFORM TO DESIGNED FINISHED GRADE ELEVATIONS OF THE PROPOSED BUILDING PAD AND SURROUNDING APRON TO BE BUILT WITH THIS PROJECT. ELEVATIONS CORRESPOND TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. NEW BUILDING CONSTRUCTION WILL BE REQUIRED TO BE LOCATED BY APPROPRIATE SURVEY METHODS TO CONFORM TO THE HORIZONTAL LOCATIONS GIVEN IN THIS APPLICATION. CONTRACT & FAA SPECIFICATIONS REQUIRE CONTRACTOR TO CONSTRUCT FINISHED GRADE ELEVATIONS TO WITHIN 0.04 FEET OF DESIGN.

POI TABLE

POI #	LATITUDE	LONGITUDE	SE	AGL	AMSL
H1-1	036° 19' 13.350" N	119° 23' 29.599" W	0.0	25.0	316.0
H1-2	036° 19' 13.942" N	119° 23' 28.884" W	0.0	32.0	323.0
H1-3	036° 19' 14.525" N	119° 23' 28.169" W	0.0	25.0	316.0
H1-4	036° 19' 13.688" N	119° 23' 27.129" W	0.0	25.0	316.0
H1-5	036° 19' 13.106" N	119° 23' 27.843" W	0.0	32.0	323.0
H1-6	036° 19' 12.524" N	119° 23' 28.558" W	0.0	25.0	316.0

BRANDLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

ENGINEER OF RECORD

No.	REVISIONS	BY	APR	DATE

VISALIA MUNICIPAL AIRPORT
VISALIA CALIFORNIA

NOTICE OF PROPOSED CONSTRUCTION
CORPORATE HANGAR BUILDING

SKETCH MAP

DATE	10/18/2021
DRAWN	TS
CHECKED	MSB
PROJECT No.	82.22
FILE	8222.7460sketch
SCALE	AS SHOWN
SHEET No.	1 OF 1

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0690 **Agenda Date:** 1/18/2022 **Agenda #:** 1.

Agenda Item Wording:
Presentation of the proposed 2022 Citizens Advisory Committee (CAC) Annual Public Opinion Survey

Deadline for Action: None

Submitting Department: Administration

Contact Name and Phone Number:
Frank Ruiz, CAC Chair, frankruizlaw@gmail.com, (909) 215-8306
Jason Serpa, Public Works Manager, Jason.serpa@visalia.city, (559) 713-4533

Department Recommendation:
The Citizens Advisory Committee (CAC) recommends that the City Council review and approve this year's proposed public opinion survey for a scheduled release in March, with discussion and input on new questions to be included.

Background Discussion:
Each year, since the 1970's, the City of Visalia has conducted a public opinion survey to gauge the sentiments and opinions of citizens regarding various City services, programs, and projects. The survey has been conducted in various formats through the years, including online and in person. The CAC is proposing to conduct a public opinion survey to determine the public's satisfaction with City services and is bringing forward the draft version for Council approval. Due to the pandemic last year, the survey was only conducted online. This year, the CAC Committee is willing to conduct in person surveys once again at various locations throughout the City.

The majority of the survey remains unchanged from year to year to better measure trends and changes in public opinion. This is consistent with survey methodology. However, each year the CAC typically changes or inserts one or two questions related to issues of particular current interest or concern. City Council is also able to recommend changes to these proposed questions or make suggestions for a new question to be added.

Apart from the proposed questions this year, the CAC has also approved and added a new demographic question. The question is as follows:
"Do you identify yourself as a person with a disability or a caretaker of a disabled individual?"
1 - Yes 2 - No

Proposed New Questions: The Citizens Advisory Committee is proposing new questions that cover several topics. There are four new questions, and at Council discretion, the questions may be unincluded or amended. Council may also suggest a new question to be added. The proposed

questions are as follows:

1. It is expected that by 2035, almost all vehicle sales in California will be zero emission vehicles. Should the City take steps to begin installing EV charging stations?
   1 - Yes 2 - No 3 - Not interested

2. Which would you most likely do to reduce air pollution?
   a. Purchase a clean air vehicle
   b. Use public transit
   c. Ride a bicycle for work/school
   d. None of the above

3. How do you feel about the City of Visalia's overall effort to Go Green?

   1 - Very Poor 2 - Poor 3 - Average 4 - Good 5 - Excellent

4. How do you feel about the accessibility for disabled persons in the City of Visalia?

   1 - Very Poor 2 - Poor 3 - Average 4 - Good 5 - Excellent

It must be mentioned that any result can be cross tabulated with any demographic within the survey and staff is willing to calculate these types of results at City Council's request. The CAC believes that these questions, when cross tabulated with other demographics, may prove useful.

Fiscal Impact:
N/A

Prior Council Action:
Council has annually reviewed and approved the final version of the Public Opinion Survey to be conducted by the Citizen's Advisory Committee.

Other:
The CAC reviewed recommended revisions to the survey, as developed by their subcommittee and approved the proposed recommendations at their December 2, 2021 meeting.

Alternatives:
Council may direct the CAC to develop new questions or modify the survey.

Recommended Motion (and Alternative Motions if expected):
I move to approve the Citizen's Advisory Committee's 2022 Public Opinion Survey, which will be released online beginning in March 2022.

Alternative Motion: I move to approve the Citizen's Advisory Committee's 2022 Public Opinion Survey with Council's modifications.

Environmental Assessment Status:
Click or tap here to enter text.

CEQA Review:

Click or tap here to enter text.

Attachments:
2022 Public Opinion Survey Draft
2022 Proposed New Questions

2022 CITY OF VISALIA PUBLIC OPINION SURVEY

1. What part of the city do you live in if Mooney Blvd. and Hwy 198 are considered the cross section?

1 - Northeast **2** - Southeast **3** - Northwest **4** - Southwest

2. How do you rate the City of Visalia's efforts at providing a safe community?

1 - Very Low **2** - Low **3** - Average **4** - High **5** - Very High

3. Have you had *service* contact with the Visalia Police Department in the past year? (If "No", go to question 4)

Yes No

If you answered "Yes", how would you rate the service you received?

1 - Very Poor **2** - Poor **3** - Average **4** - Good **5** - Excellent

4. Have you had *service* contact with a Visalia Firefighter in the past year? (If "No", go to question 5)

Yes No

If you answered "Yes", how would you rate the service you received?

1 - Very poor **2** - Poor **3** - Average **4** - Good **5** - Excellent

5. What do you consider to be the most essential city service besides Police and Fire?

1 - Road Maintenance **2** - Park Maintenance **3** - Traffic Signs & Signals
4 - Recreation Activities **5** - Other

6. During this last year, how many times have you visited or attended activities at?

City Parks	**1** - None	**2** - 1 to 2 times	**3** - 3 to 4 times	**4** - 5 or more
Convention Center	**1** - None	**2** - 1 to 2 times	**3** - 3 to 4 times	**4** - 5 or more
City Trails	**1** - None	**2** - 1 to 2 times	**3** - 3 to 4 times	**4** - 5 or more
Downtown Visalia	**1** - None	**2** - 1 to 2 times	**3** - 3 to 4 times	**4** - 5 or more

7. How do you rate the following services in Visalia?

Police Emergency Response
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Fire Emergency Response
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Private Ambulance
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

City Road Maintenance
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Traffic Management
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Bus Services
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Street Lighting
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Community Services for Seniors
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Recreational Activities
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Services for People with Disabilities
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Park Maintenance
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Garbage & Recycling Collection
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

Convention Center
1 - Very poor **2** – Poor **3** - Average **4** – Good **5** – Excellent **6 –** Not observed

8. How long have you lived in Visalia?

1 - Fewer than 2 years **2** - 2 to 5 years
3 - 6 to10 years **4** - More than 10 year

9. Are you a registered voter?

Yes No

10. Do you own or rent your home?

1 - Own **2** - Rent **3** - Other

11. What is your race?

1 – Hispanic/Latino **2** – White

3 – Black/African American **4** – American Indian

5 – Asian **6** - _____

12. What is your gender?

1 – Female 2 – Male
3 - Non-binary/ third gender 4 - Prefer to self-describe _____
5 - Prefer not to say

13. What is your age group?

1 - 18 to 34 **2** - 35 to 54 **3** - 55 and over

14. What was your household's total income before taxes last year?

1 - Less than $15,000 **2** - $15,000 to $40,000
3 - $40,000 to $70,000 **4** - $70,000 to $100,000
5 ←$100,000 and over **6** - Decline to state

15. Do you identify yourself as a person with a disability or a caretaker of a disabled individual?

1 – Yes **2 -** No

16. What is the most important thing that the City of Visalia should be working on to make Visalia better?

(Comment in this area)

17. Taking all things into consideration, how would you rate the overall quality of life in the City of Visalia?

1 - Very Low **2** - Low **3** - Average **4** - High **5** - Very High

18. Which would be the best source for you to access City information?

1 – Social Media **2** – City Website **3** – Mail (Postal Service) **4 –** E-mail

Which social media site do you primarily use?

1 – Facebook **2** – Twitter **3** – Instagram **4 –** Other **5 –** None

The City of Visalia produces an e-mail newsletter. Would you like to receive the newsletter? If so, please provide your email address below.

2022 CITY OF VISALIA PUBLIC OPINION SURVEY

PROPOSED QUESTIONS

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1. **Which would you be most likely to do to reduce vehicle air pollution?**
   - **a.** Purchase a clear air vehicle.
   - **b.** Take Public Transit once per week.
   - **c.** Ride a bicycle for work or school at least once per week.

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2. **It is expected that by 2035, almost all vehicle sales in California will be zero emission vehicles. Should the City take steps to install more EV charging stations?**
   - **a.** Yes
   - **b.** No
   - **c.** Not interested

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3. **How do you feel about the disabled access in the City of Visalia?**

1 - Very Poor **2** - Poor **3** - Average **4** - Good **5** – Excellent

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4. **How do you feel about the City's overall effort to Go Green?**

1 - Very Poor **2** - Poor **3** - Average **4** - Good **5** – Excellent

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City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0685 **Agenda Date:** 1/18/2022 **Agenda #:** 2.

Agenda Item Wording:
Consider the extension of Ordinance No. 2021-10, an interim zoning ordinance adopted as an urgency measure to regulate the location of smoke shops and tobacco shops, Citywide. (4/5's approval of the Council required for passage.)
Deadline for Action: 1/18/2022

Submitting Department: Community Development

Contact Name and Phone Number:
Paul Bernal, Community Development Director, paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>, (559)713-4025

Department Recommendation:
Staff recommends that the City Council extend Ordinance No. 2021-10, an interim ordinance, as an urgency measure to regulate the location of smoke shops and tobacco stores citywide.

Summary:
On December 6, 2021, the City Council Ordinance No. 2021-10. The interim ordinance was considered under Government Code section 65858, which permits the adoption of interim zoning ordinances as an urgency measure upon findings that there is a current and immediate threat to the public health, safety, or welfare.

The City Council made the findings, as stated in the attached ordinance, that these uses pose an immediate threat to the public health, safety, or welfare. The City Council finds and declares that there is a current and immediate threat to public health, safety, and welfare, caused by youths using tobacco products that requires the adoption of the proposed interim zoning ordinance while a more specific amendment to the Zoning Ordinance is reviewed in the normal process by the City. Furthermore, the City Council finds and declares that approving additional conditional use permits to allow additional Smoke Shops/Tobacco Stores near specified sensitive uses or within close proximity of an existing Smoke Shop/Tobacco Store would potentially be in conflict with the stated goals of the City of Visalia General Plan and Zoning Ordinance to preserve and promote the public health, safety, and welfare of the city by creating conditions that would increase the visibility and usage of tobacco products within the community making it more likely that youth might utilize tobacco products.

However, pursuant to Government Code section 65858, the interim ordinance voids after 45 days after its adoption unless extended by a subsequent 4/5 approval by the legislative body after a public hearing with notice of hearing published at least 10 days prior to the hearing along with posting the notice of hearing at least 10 days before the hearing in at least three public places. The interim ordinance is set to expire on January 20, 2022. A public hearing notice was published in the Visalia Times Delta, and the hearing notice was posted in three public places for the January 18th hearing date.

Staff is requesting the City Council extend interim Ordinance No. 2021-10, for an additional 10 months pursuant to Government Code section 65858. Staff will be bringing the zoning text amendment through the public hearing process by early 2022 with the anticipated public hearing date for Planning Commission on February 28, 2022, and City Council on March 21, 2022. The hearing dates for both the Planning Commission and City Council meetings are beyond the initial 45 days the urgency ordinance was adopted.

Staff's request for the extension on the interim ordinance is to facilitate the completion of staff's analysis on potential changes to the zoning ordinance related to Smoke Shops and Tobacco Stores. These potential permanent changes will be considered through the normal process to formally approve the proposed regulations after review by the Visalia Planning Commission and then the Visalia City Council. Those permanent regulations would be subject to further modification or disapproval during that process.

Background Discussion:

During the November 15, 2021, City Council work session, the City Council received a staff report and presentation on potential changes to the City of Visalia Zoning Ordinance. Specifically, potential regulations on the allowed locations of a Smoke Shop/Tobacco Store were discussed. During this meeting, City Council indicated that additional regulations represent an urgent public policy that should be made without delay. In response to this direction from City Council, a proposed interim ordinance was adopted by the City Council on December 6, 2021.

The City of Visalia Zoning Ordinance, in Section 17.04.030 defines Smoke Shop/Tobacco Store as follows: *"Business with sales of tobacco, either loose or prepared as cigarettes and products for smoking constituting more than thirty (30) percent of gross sales and/or thirty (30) percent of net lease area."* A Smoke Shop/Tobacco Store is currently allowed under the current City of Visalia Zoning Ordinance in the Commercial Mixed Use (C-MU) and Downtown Mixed Use (D-MU) within the City of Visalia with a Conditional Use Permit (CUP) issued under Visalia Municipal Code Chapter 17.38. It should be noted that under the current Zoning Ordinance this type of business is not permitted "by right" and is only allowed with a conditional use permit.

In recent years, the City of Visalia has seen an increase in requests for CUPs to operate a Smoke Shop/Tobacco Store. In a recent instance, such a usage was proposed within 400 feet of an elementary school. The City of Visalia Zoning Ordinance considers schools a sensitive usage and restricts some types of activities within specified distance of a school. That proposed use was approved because the current Zoning Ordinance is silent regarding this type of commercial activity near schools. The City Council, during the November 15, 2021 meeting, considered potential zoning ordinance changes that could place restrictions on proximity of this type of use from sensitive land uses and determined that additional regulation would be in the interest of the public health, safety, or welfare.

Data from the Centers for Disease Control (CDC) indicate that most persons that smoke began by the age of 18. Data from the CDC also indicate that social and physical environments, seeing other youth use tobacco products, and advertising of tobacco products can increase the likelihood of youths using tobacco products. Concerns have been raised that allowing Smoke Shops/Tobacco Stores near where youth congregate or for such stores to be located in close proximity can increase their visibility. Smoke Shops/Tobacco Stores are focused on the sale of tobacco products and these

types of stores, by their operation and normal business practices, raise the visibility of tobacco products. Increased visibility can increase the likelihood of youths using tobacco products, which is a threat to the public health, safety, or welfare.

In order to avoid the potential threat that the approval of a conditional use permit allowing a Smoke Shop/Tobacco Store near places where youth congregate or in close proximity to such stores, the following regulations were adopted on an interim and immediate basis:

A. There shall be a 750-foot separation requirement for Smoke Shops/Tobacco Stores from schools, libraries, licensed daycare facilities, parks, or other recreational facilities that are privately or publicly owned where minors congregate.

B. Smoke Shops/Tobacco Stores shall not be permitted to overly concentrate in one area. Over concentration shall be presumed to apply when a new Smoke Shop/Tobacco Store is sought to be opened within 750-feet of a currently permitted and operating Smoke Shop or Tobacco Store.

The proposed restrictions would not represent a moratorium or ban on the sale of tobacco products. The ordinance would also not impact existing businesses that are operating under conditional use permits. The regulations are intended to reduce the visibility of tobacco products, particularly in areas where minors congregate. These regulations are intended to be interim while permanent regulations are discussed in more detail through the standard process for zoning text amendments.

Fiscal Impact:
None.

Prior Council Action:

- On November 15, 2021, a Work Session item was presented to City Council and direction was provided regarding potential changes to be considered to the zoning ordinance related to Shop Shops and Tobacco Stores.
- On December 6, 2021, the City Council adopted Ordinance No. 2021-10, an interim zoning ordinance to be adopted as an urgency measure to regulate the location of smoke shops and tobacco shops, Citywide.

Other: None.

Alternatives:

1. Revise or decline staff's request to extend interim Ordinance No. 2021-10.

Recommended Motion (and Alternative Motions if expected):
I move to extend Ordinance No. 2021-10, an interim zoning ordinance urgency measure to regulate the location of smoke shops and tobacco shops, Citywide.

Environmental Assessment Status: None.

CEQA Review:
None.

Attachments:

1. Ordinance No. 2021-10

ORDINANCE NO. 2021 - 10

AN INTERIM ORDINANCE TO REGULATE THE LOCATION OF SMOKE SHOPS/TOBACCO STORES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

SECTION 1. Consistent with its control over municipal affairs as a charter city and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety, and welfare of its citizenry. The City of Council of the City of Visalia hereby makes the followings findings:

A. The City of Visalia Zoning Ordinance, in Section 17.04.030, defines Smoke Shop/Tobacco Store as follows: *"Business with sales of tobacco, either loose or prepared as cigarettes and products for smoking constituting more than thirty (30) percent of gross sales and/or thirty (30) percent of net lease area."*

B. A Smoke Shop/Tobacco Store is currently allowed under the current City of Visalia Zoning Ordinance in the Commercial Mixed Use (C-MU) and Downtown Mixed Use (D-MU) within the City of Visalia with a Conditional Use Permit (CUP) issued under Visalia Municipal Code Chapter 17.38.

C. In recent years the City of Visalia has seen an increase in requests for CUPs to operate a Smoke Shop/Tobacco Store. In a recent instance such a usage was proposed within 400 feet of an elementary school. The City of Visalia Zoning Ordinance considers schools a sensitive usage and restricts some types of activities within specified distance of a school.

D. Although the recent instance of a proposed Smoke Shop/Tobacco Store near a school raised concerns over the proximity the usage was allowed because the current City of Visalia Zoning Ordinance is silent regarding this type of commercial activity near schools. The City Council has since considered whether a specific policy should be adopted and has determined that it would be in the interest of the public health, safety, or welfare.

E. The increase in requests for the operation of a Smoke Shop/Tobacco Store that has occurred in recent years does not appear to be slowing, which has raised concerns of whether a proliferation of such types of uses could increase the rate of youth smoking within the City of Visalia.

F. The City of Visalia has directed staff to research specific additional zoning ordinance regulations over the location of a Smoke Shop/Tobacco Store near sensitive uses, and in proximity to one another that could be permanently adopted to balance the need to minimize the visibility of such products to youths while allowing the sale of legal products. However, such a modification will take additional time to be reviewed and prepared.

G. According to the federal Centers for Disease Control (CDC) 9 in 10 adult smokers in the United States begin smoking by the age of 18 and nearly all (99%) of smokers first try smoking by the age of 26. On average every day in the United States approximately 1,600 youths smoke their first cigarette.[1] Youths utilizing tobacco products are a public health risk.

H. Concerns have been raised in the community that allowing Smoke Shop/Tobacco Store near schools or other areas where youth congregate increases the visibility of such products to youth, essentially allowing the existence of such stores to serve as advertising for tobacco products.

I. Concerns have been raised that allowing multiple Smoke Shops/Tobacco Stores to congregate in proximity would also increase their visibility within the community and make tobacco products appear popular and cause less consideration of potential health risks.

J. The CDC has determined that social and physical environments, such as mass media portrayals of tobacco products, seeing other youth use tobacco products, or seeing parents use tobacco products, can make youth more likely to try such products. In addition, access, availability, and visibility of tobacco products can increase the likelihood of youths using tobacco.[2] Allowing stores near locations where youth congregate increases the visibility of such products and creates a greater likelihood of youth seeing persons use tobacco products and consider such usage as favorable or desirable.

K. The City Council finds and declares that there is a current and immediate threat to public health, safety, and welfare, caused by youths using tobacco products that requires the adoption of the proposed interim zoning ordinance while a more specific amendment to the Zoning Ordinance is reviewed in the normal process by the City.

L. Further the City Council finds and declares that approving additional conditional use permits to allow additional Smoke Shops/Tobacco Stores near specified sensitive uses or within close proximity of an existing Smoke Shop/Tobacco Store would potentially be in conflict with the stated goals of the City of Visalia General Plan and Zoning Ordinance to preserve and promote the public health, safety, and welfare of the city by creating conditions that would increase the visibility and usage of tobacco products within the community making it more likely that youth might utilize tobacco products.

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[1] CDC Youth and Tobacco Use Fact Sheet accessed https://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm

[2] CDC Youth and Tobacco Fact Sheet – see above.

M. The City Council finds and declares that the zoning regulations on Smoke Shops/Tobacco Stores shall be adopted on an interim and immediate basis to protect the public health, safety, and welfare of the community while the more permanent regulations are reviewed in additional detail.

SECTION 2. While this interim ordinance is in effect the following regulatory standards shall apply as additional limitations under the Visalia Zoning Ordinance on the permissible location of a "Smoke Shop/Tobacco Store" as that term is defined in Visalia Municipal Code section 17.04.030. Businesses that are already operating under conditional use permits that have been issued prior to the date of this interim ordinance may continue to operate outside these regulatory limitations as they would constitute legal non-conforming use.

A. There shall be a 750-foot separation requirement for Smoke Shops/Tobacco Stores from schools, licensed daycare facilities, parks, or other recreational facilities that are privately or publicly owned where minors congregate.

B. Smoke Shops/Tobacco Stores shall not be permitted to overly concentrate in one area. Over concentration shall be presumed to apply when a new Smoke Shop/Tobacco Store is sought to be opened within 750-feet of a currently permitted and operating Smoke Shop or Tobacco Store.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

SECTION 4. This Ordinance shall take effect immediately as an interim zoning ordinance under the provisions of California Government Code section 65858. It shall be of no further force and effect forty-five (45) days from its adoption unless it is extended pursuant to Government Code section 65858(a).

SECTION 5. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

PASSED AND ADOPTED:

_____

ATTEST: _____

APPROVED AS TO FORM
BY CITY ATTORNEY: _____

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0687 **Agenda Date:** 1/18/2022 **Agenda #:** 3.

Agenda Item Wording:
A Public Hearing to consider an appeal of the Planning Commission's approval of Conditional Use Permit No. 2021-28, a request by Caldwell-Mooney Partners II, L.P. to allow a medical use within a portion of an existing 10,200 square foot multi-tenant commercial building. The new medical clinic will be approximately 6,526 square feet in area and will be located within the C-R (Regional Commercial) zone district. The project is located at 3221 South Mooney Boulevard (APN: 121-100-054).
Deadline for Action: 1/18/2022

Submitting Department: Community Development

Contact Name and Phone Number:
Rafael Garcia, Senior Planner, rafael.garcia@visalia.city <mailto:rafael.garcia@visalia.city>, (559)713-4031
Mike Olmos, Interim City Planner, mike.olmos@visalia.city <mailto:mike.olmos@visalia.city>, (559) 713-4449
Paul Bernal, Community Development Director, paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>, (559)713-4025

Department Recommendation:
Staff recommends that the City Council receive a staff presentation and comments from the appellant, hold a public hearing, and adopt Resolution No. 2022-04 denying the appeal and upholding the Planning Commission's approval of Conditional Use Permit No. No. 2021-28.

Summary:
The appellant is appealing the Planning Commission's decision to approve Conditional Use Permit No. 2021-28, approving a medical clinic within an existing commercial building located at 3221 South Mooney Boulevard. The Conditional Use Permit is for a 6,526 square foot medical clinic within an existing 10,200 square foot commercial building in the C-R (Regional Commercial) zone. The proposed medical clinic is proposing to locate into the west end of the building as depicted in Exhibit "A". The applicant has also provided a floor plan (see Exhibit "B") depicting the tenant improvements associated with this project. The item went before the Planning Commission for consideration as a public hearing item on December 13, 2021 and was unanimously approved.

Background Discussion:
Project Description
As depicted in Exhibit "A", Conditional Use Permit No. 2021-28 is a request to locate a 6,526 square foot medical clinic within an existing commercial building located at 3221 South Mooney Boulevard within the C-R zone. According to the lessee's Operational Statement (see Exhibit "C"), this facility will have 10 full-time employees. The operating hours for the medical office will be from 9:00 a.m. to

5:00 p.m. Monday through Friday and 9:00 a.m. to 2:00 p.m. on Saturday. The office will have two physicians onsite daily, and it is expected to receive as many as 40 patients per day. The proposed medical clinic is occupying an area of the building that was occupied in the past by a day spa/salon, Weight Watchers, and a clothing store. The remaining area of the commercial building is currently occupied by Aspen Dental.

Planning Commission Public Hearing:

The Planning Commission conducted a public hearing on December 13, 2021, for Conditional Use Permit No. 2021-28. The request was to establish a medical clinic within an existing commercial building within the C-R zone. The Planning Commission received the information contained in the staff report, a staff presentation and public testimony from the applicant.

The staff report packet provided to the Planning Commission also included a letter from the appellant who was opposed to the conditional use permit request. The appellant did not provide verbal testimony before the commission during the public hearing. At the conclusion of public testimony, the Planning Commissioners asked questions regarding onsite parking. These questions were answered to the satisfaction of the Commissioners prior to their deliberations and final vote on the project.

The Planning Commission is required by City ordinance to make the following findings before a conditional use permit can be granted. The findings are the following:

1. That the proposed project will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed conditional use permit is consistent with the policies and intent of the General Plan and Zoning Ordinance. Specifically, the project is consistent with the required findings of Zoning Ordinance Section 17.38.110:
   a. The proposed location of the conditional use permit is in accordance with the objectives of the Zoning Ordinance and the purposes of the zone in which the site is located. The Visalia Zoning Matrix identifies medical clinic as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. The proposed medical clinic will not have a negative impact on surrounding uses given the fact that sufficient on-site parking is provided, the site's proximity to the major street and other office and commercial uses within the area.
   b. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, nor materially injurious to properties or improvements in the vicinity. The Visalia Zoning Matrix identifies medical clinics as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. The proposed medical clinic will not have a negative impact on surrounding uses given the fact that ample on-site parking is provided, the sites proximity to the major street and other office and commercial uses within the area.

1. That the project is considered Categorically Exempt under Section 15301 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA) for minor alterations in land use limitations. (Categorical Exemption No. 2021-48).

The Planning Commission supported staff's recommendation to approve the conditional use permit on the basis that the findings to approve the request could be made in favor of the request and thus adopted the findings in Resolution No. 2021-49 approving Conditional Use Permit No. 2021-28. The signed resolution is attached to this report.

Appeal:

On December 20, 2021, staff received an appeal of the Planning Commission's approval of Conditional Use Permit No. 2021-28. The appeal was submitted by David H. Paynter on behalf of Paynter Realty & Investments, Inc. The reasons for the appeal included concern that a medical clinic required extended parking time for their clientele which would not be compatible with the surrounding retail, and concern that the assumed tenant could result in demonstrations in the area, which could be detrimental to current and future retail businesses in the area. (Copy of letter of appeal is attached.)

No other supporting documents were filed with the appeal.

Analysis:

The Zoning Ordinance Section 17.25.030 permits medical clinics within the C-R zone with approval of a conditional use permit. The appellant is appealing the approval of the Conditional Use Permit due to concerns pertaining to extended parking time that may be required for medical clinic's clientele; and because they have concerns of demonstrations occurring outside of the proposed medical clinic. During the public hearing held on December 13, 2021, the Planning Commission reviewed the staff report, considered all public testimony, and approved the Conditional Use Permit request approving the medical clinic use. Furthermore, the correspondence provided by the appellant was forwarded to the Planning Commission for their review. During the public hearing, the Planning Commission inquired about the parking situation at the shopping center.

The commercial area is a multi-tenant commercial center with several tenants including Bed, Bath & Beyond, Marshalls, Burger King and Aspen Dental. With the addition of the new medical use as part of the property located at 3221 South Mooney Boulevard, the total parking requirement for the project site (i.e., clinic site) will be 51 parking stalls. However, an Administrative Adjustment approved back in 2012 (Administrative Adjustment No. 2012-04) allowed for a reduction to the required parking to 41 parking stalls. The applicant has provided two potential parking configurations that will provide a minimum of 35 onsite parking stalls. The applicant will also provide an additional 10 parking spaces via a proposed parking agreement from the adjacent property located at 3103 South Mooney Boulevard. The proposed project will comply with the city's parking requirements with the inclusion of the parking agreement to allocate an additional 10 parking stalls from the adjacent property. The adjacent property (see Exhibit "A") currently has a total of 41 parking spaces onsite. The future restaurant on the adjacent site will require a total of 28 parking spaces based on the city's parking requirements. This will result in a parking surplus of a minimum of 10 parking spaces that may be utilized as part of the parking agreement to provide sufficient onsite parking for the proposed medical clinic. The adjacent site will continue to comply with their parking requirement after the reduction of 10 onsite parking spaces based on the new restaurant use that is proposed within the vacant building (see Exhibit "A"). Please note, the vacant building located at 3103 South Mooney Boulevard was previously occupied by a restaurant and bakery known as Ryan's Place.

The attached City Council Resolution (No. 2022-04) includes an analysis of the findings thereby upholding the Planning Commission's approval of Conditional Use Permit No. 2021-28.

Recommended Motion (and Alternative Motions if expected):
I move to deny the appeal and uphold the Planning Commission's decision to approve Conditional Use Permit No. 2021-28.

Environmental Assessment Status:
The requested action is considered Categorically Exempt under Section 15301 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA). (Categorical Exemption No. 2021-48). Projects determined to meet this classification consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of the use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized in the Class 1 are not intended to be all-inclusive of the types of projects.

Attachments:

1. City Council Resolution No. 2022-04
2. Appeal Request
3. Planning Commission Staff Report
4. Planning Commission Resolution No. 2021-49
5. Exhibit "A" - Site Plan
6. Exhibit "B" - Floor Plan
7. Exhibit "C" - Operational Statement
8. Site Plan Review Comments
9. General Plan Land Use Map
10. Zoning Map
11. Aerial Photo
12. Vicinity Map

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF CONDITIONAL USE PERMIT NO. 2021-28, A REQUEST BY CALDWELL-MOOONEY PARTNERS II, L.P. TO ALLOW A NEW MEDICAL CLINIC WITHIN A PORTION OF AN EXISTING COMMERCIAL BUILDING WITHIN THE C-R (REGIONAL COMMERCIAL) ZONE AND LOCATED AT 3221 SOUTH MOONEY BOULEVARD (APN: 121-100-054).

WHEREAS, Conditional Use Permit No. 2021-28, is a request by Coldwell-Mooney Partners II, L.P. to allow a medical clinic within a portion of an existing 10,200 square foot multi-tenant commercial building within the C-R (Regional Commercial) Zone. The project is located at 3221 South Mooney Boulevard (APN: 121-100-054); and

WHEREAS, the Planning Commission of the City of Visalia, after a duly published public hearing notice, conducted said public hearing on December 13, 2021, and concluded said hearing on that date; and

WHEREAS, the Planning Commission of the City of Visalia found Conditional Use Permit No. 2021-28 to be in accordance with Title 17 of the Zoning Ordinance of the City of Visalia based on the evidence contained in the staff report and testimony presented at the public hearing; and

WHEREAS, the Planning Commission approved Conditional Use Permit No. 2021-28 based on the findings contained within Resolution No. 2021-49, consistent with Visalia Municipal Code Section 17.38.110; and

WHEREAS, an appeal of the Planning Commission's approval of Conditional Use Permit No. 2021-28, was received on December 20, 2021; and

WHEREAS, the City Council of the City of Visalia, after ten (10) days published notice held a public hearing before said Council on January 18, 2022; and

WHEREAS, the City Council finds the approval of Conditional Use Permit No. 2021-28 was made in accordance with Chapter 17.38 (Conditional Use Permits) of the City of Visalia, based on the evidence contained in the staff report and testimony presented at the public hearing; and

WHEREAS, the project is exempt from further environmental review pursuant to CEQA Section 15301.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Visalia makes the following specific findings based on the evidence presented:

1. That the proposed project will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed conditional use permit is consistent with the policies and intent of the General Plan and Zoning Ordinance. Specifically, the project is consistent with the required findings of Zoning Ordinance Section 17.38.110:
   a. The proposed location of the conditional use permit is in accordance with the objectives of the Zoning Ordinance and the purposes of the zone in which the site is located. The Visalia Zoning Matrix identifies medical offices as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. The proposed medical office will not have a negative impact on surrounding uses given the fact that sufficient on-site parking is provided, the sites proximity to the major street and other office and commercial uses within the area.
   b. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, nor materially injurious to properties or improvements in the vicinity. The Visalia Zoning Matrix identifies medical clinic as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. The proposed medical office will not have a negative impact on surrounding uses given the fact that sufficient on-site parking is provided, the site's proximity to the major street and other office and commercial uses within the area.

BE IT FURTHER RESOLVED that the City Council denies the appeal, and upholds the approval of Conditional Use Permit No. 2021-28 on the real property here in above described in accordance with the terms of this resolution, and under the provisions of the Zoning Ordinance of the City of Visalia.

PAYNTER

REALTY & INVESTMENTS, INC.

CELEBRATING 30 YEARS

December 20, 2021

Via Overnight Delivery

City of Visalia
Office of the City Clerk
220 N. Santa Fe St.
Visalia, CA 93291

Re: Appeal of Planning Commission Approval of CUP 2021-28
SEC Mooney and Walnut, Visalia, CA

To Whom It May Concern,

Enclosed please find an Appeal to the Planning Commission's action of approval of Conditional Use Permit Number 2021-28 as well as a check in the amount of $528.00 as payment for the filing fee.

If you have any questions or require any further items for this appeal to be heard by the City Council, please do not hesitate to let me know.

Sincerely,

David H. Paynter

CC: Rafael Garcia – Senior Planner
Paul Bernal – Community Development Director
James S. Sanders – Executive Vice President, Paynter Realty & Investments

Corporate Office: 195 South C. Street, Suite 200, Tustin, CA 92780 (714) 731-8892 FAX: (714) 731-8993
8483 N. Millbrook, Suite 104, Fresno, CA 93720 (559) 432-8892 FAX: (559) 432-8993
3303 South Mooney Blvd., Visalia CA 93277 (559) 732-5681 FAX: (559) 732-1639

APPEAL OF PLANNING COMMISSION ACTION

(The fee to file an Appeal is $528. Applicants who meet specific income guidelines may be eligible to waive this fee. A fee waiver application can be obtained from the Planning Department located at 315 E. Acequia. All Appeal forms with applicable fees or waivers must be submitted to the Office of the City Clerk at 220 N. Santa Fe St., within ten (10) days after the action which is the subject of the appeal. If the final day to file falls on a weekend or holiday the deadline to file is extended to the next business day by 5:00 p.m.)

Planning Commission Public Hearing Date: December 13, 2021

Appellant Name: Caldwell-Mooney Partners II, L.P.

Address: 3125 S. Mooney Blvd

Phone: 714-731-8892

Please check the actions appealed and provide the action number. The action number may be obtained from the Planning Division at 713-4359.

- ☒ Conditional Use Permit No. 2021-28 (Section 17.02.145)
- ☐ Variance/Exception No. _____ (Section 17.02.145)
- ☐ Change of Zone No. _____ (Section 17.44.080)
- ☐ Tentative Subdivision Map _____ (Section 16.04.040)
- ☐ Tentative Parcel Map No. _____ (Section 16.04.040)
- ☐ Site Plan Review Committee Determination _____ (Section 17.28.050)

In accordance with the Municipal Code of the City of Visalia, decisions by the Planning Commission may be appealed to the City Council within ten (10) days after the action which is the subject of the appeal. The appeal must state specifically where it is claimed that there was an error or abuse of discretion by the Planning Commission or whether the decision of the Commission is not supported by the evidence in the record.

List reason for appeal in accordance with the above requirements **(Additional pages and/or supporting documentation may be attached)**

See letter to Planning Commission attached.

Signature: _____ Date: December 17, 2021

David H. Paynter, General Partner

Office Use Only

Received By: _____

Date: _____

Emailed to City Planner: _____

City Council Hearing Date: _____

Date Stamp

Caldwell Mooney Partners II, LP

2128942

Date	Invoice	Reference	Gross	Discount	Net
12/17/2021	Appeal Filing Fee	60700 - Landlord Repairs	$528.00	$0.00	$528.00

Check Number	3450	Payee ID	CITYVAS	$528.00	$0.00	$528.00
Check Date	12/17/2021	Payee Name	City of Visalia	Stub 1-1	Check Total:	$528.00

Caldwell Mooney Partners II, LP
Paynter Realty & Investments, Inc.
195 South "C" Street, Suite 200
Tustin, CA 92780

United Security Bank
7088 N. 1st St.
Fresno, CA 93720

904149/1211

Check Date	Check Number	Amount
12/17/2021	**3450**	*****$528.00*****

VOID AFTER 180 DAYS

PAY EXACTLY FIVE HUNDRED TWENTY EIGHT DOLLARS AND NO CENTS

TO THE ORDER OF
City of Visalia
315 W. Acequia Ave
Visalia, CA 93291

⑈3450⑈ ⑆121114495⑆ ⑈2128942⑈

Caldwell Mooney Partners II, LP

2128942

Date	Invoice	Reference	Gross	Discount	Net
12/17/2021	Appeal Filing Fee	60700 - Landlord Repairs	$528.00	$0.00	$528.00

Check Number	3450	Payee ID	CITYVAS	$528.00	$0.00	$528.00
Check Date	12/17/2021	Payee Name	City of Visalia	Stub 1-1	Check Total:	$528.00

PAYNTER
REALTY & INVESTMENTS, INC.
CELEBRATING 30 YEARS

December 10, 2021

Via Email
Susan.currier@vialia.city

City of Visalia
Planning Commission
Attn: Susan Currier
315 E. Acequia
Visalia, CA 93291

Re: CUP 2021-28
SEC Mooney and Walnut, Visalia, CA

Dear Members of the Planning Commission,

We are in receipt of the notice of public hearing regarding Conditional Use Permit Number 2021-28 requesting a CUP for the operation of a medical clinic.

As you may know, we own and manage the Tower Plaza Shopping Center directly west of the subject property which contains Marshalls and Bed Bath and Beyond. We also own, manage and are redeveloping the Sequoia Mall which is directly south of the subject property which contains Hobby Lobby, Regal Cinemas as well as the recently opened Raising Cane's restaurant.

We have two significant concerns regarding the operation of this medical clinic which are as follows:

1) A medical clinic requires extended parking time for its clientele which will be detrimental to the surrounding retail. Coupled with the existing Aspen Dental, the amount of medical parking spaces which will be used within the shopping center will be significantly harmful to the retail taxable sales and ongoing success of the Marshalls and Bed Bath and Beyond stores.
    a. The applicant's parking count as shown on the site plan submittal dated September 23, 2021 shows their parcel is under parked by 1 stall after having restriped the main ingress/egress drive off of

Corporate Office: 195 South C. Street, Suite 200, Tustin, CA 92780 (714) 731-8892 FAX: (714) 731-8993
8483 N. Millbrook, Suite 104, Fresno, CA 93720 (559) 432-8892 FAX: (559) 432-8993
3303 South Mooney Blvd., Visalia CA 93277 (559) 732-5681 FAX: (559) 732-1639

Mooney Blvd to create additional new stalls. The applicant states they have 9 stalls more than required by the base municipal code (including a parking adjustment allowing for a 20% reduction) by using an additional 10 stalls on 3103 S Mooney Blvd which is a restaurant use.

b. The likelihood of medical employees and clientele parking across the main ingress/egress driveway off of Mooney Blvd in what will be an equally busy parking area due to the restaurant use and then walk to the medical clinic or dentist is unlikely. The more likely location for medical parking will be west of the medical clinic in the Marshalls/Bed Bath and Beyond parking lot. This will be a significant impact to the primary parking fields of both retailers.

2) The medical clinic proposed is Planned Parenthood. Our concern is that the typical demonstrations which occur outside of Planned Parenthood will also be significantly harmful to both Marshalls and Bed Bath and Beyond as well as to the current and future businesses located at the Sequoia Mall.

Therefore, we ask that the Planning Commission deny this request for a Conditional Use Permit 2021-28 for a medical clinic.

Sincerely,

David H. Paynter

CC: Chris Gomez – Chairperson, City of Visalia Planning Commission
Marvin Hansen – Vice-Chair, City of Visalia Planning Commission
Sarrah Peariso - City of Visalia Planning Commission
Mary E. Beatie - City of Visalia Planning Commission
Adam Peck - City of Visalia Planning Commission
Leslie Caviglia – City Manager
Paul Bernal – Community Development Director
James S. Sanders – Executive Vice President, Paynter Realty & Investments

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3303 South Mooney Blvd., Visalia CA 93277 (559) 732-5681 FAX: (559) 732-1639

GLS.

800-322-5555
www.gls-us.com

Ship From
PAYNTER REALTY & INVESTMENTS, INC
CAMI WEATHERMAN
195 SOUTH C STREET
STE 200
TUSTIN, CA 92780

Ship To
CITY OF VISALIA
OFFICE OF THE CITY CLERK
220 N SANTA FE ST
VISALIA, CA 93292

COD: $0.00
Weight: 1 lb(s)
Reference:
CM02
Delivery Instructions:

Signature Type: STANDARD

Tracking #: 555602274

PDS

VISALIA

S93291B

55960087

VIS CA932-AC6

Print Date: 12/20/2021 4:11 PM

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REPORT TO CITY OF VISALIA PLANNING COMMISSION

HEARING DATE: December 13, 2021

PROJECT PLANNER: Rafael Garcia, Senior Planner
Phone No.: (559) 713-4031
E-mail: rafael.garcia@visalia.city

SUBJECT: **Conditional Use Permit No. 2021-28:** A request by Matt Nohr on behalf of the Orosco Group, to allow a medical use within a portion of an existing 10,200 square foot multi-tenant commercial building. The new medical clinic will be approximately 6,526 square feet in area and will be located within the C-R (Regional Commercial) zone. The site is located at 3221 S. Mooney Blvd. (APN: 121-100-054)

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 2021-49 for Conditional Use Permit No. 2021-48 based on the project's consistency with the policies of the City's General Plan and Zoning Ordinance.

RECOMMENDED MOTION

I move to approve Conditional Use Permit No. 2021-28 based on the findings and conditions in Resolution No. 2021-49.

PROJECT DESCRIPTION

The Conditional Use Permit is a request to permit a 6,526 square foot medical clinic within an existing 10,200 square foot commercial building in the C-R (Regional Commercial) zone. The proposed medical use is proposing to locate the medical office into the west end the building as depicted in Exhibit "A". The applicant has also provided a floor plan (see Exhibit "B") depicting the tenant improvements associated with this project.

According to the lessee's Operational Statement (Exhibit "C"), this facility will have 10 full-time employees. The operating hours for the medical office will be from 9:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 2:00 p.m. on Saturday. The office will have two physicians onsite daily, and it is expected to receive as many as 40 patients per day.

The proposed medical office is occupying an area of the building that was occupied in the past by a salon, Weight Watchers and a clothing store. The remaining area of the commercial building is currently occupied by Aspen Dental.

BACKGROUND INFORMATION

General Plan Land Use Designation:	Regional Commercial
Zoning:	C-R (Regional Commercial)
Surrounding Zoning and Land Use:	North: C-R / Vacant Restaurant (Ryan's Place) South: C-R / Sequoia Mall Parking Lot East: Mooney Blvd. (SR 63) West: C-R – Parking Lot for Bed, Bath & Beyond
Environmental Document	Categorical Exemption No. 2021-48
Site Plan:	Site Plan Review No. 2021-180

Related Plans and Policies

On April 28, 2014, Conditional Use Permit No. 2014-14 was approved by the Planning Commission to allow a dentist office in the C-R zone. The building is located at 4129 S. Mooney Blvd. within the Packwood Creek Shopping Center.

On May 28, 2019, Tentative Parcel Map No. 2019-04 and Conditional Use Permit No. 2019-14, was approved by the Planning Commission. The map and CUP requested approval of a tentative parcel map and conditional use permit to allow an air-space condominium conversion of the existing 10,200 sq. ft. commercial building located at 3221 S. Mooney Boulevard.

On July 22, 2019, Conditional Use Permit No. 2019-30 was approved by the Planning Commission to allow a dentist office in the C-R zone located at 3221 S. Mooney Blvd.

PROJECT EVALUATION

Staff supports the requested conditional use permit based on project consistency with the General Plan and the Zoning Ordinance.

Land Use Compatibility

The Visalia Zoning Matrix identifies medical office as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. Staff has concluded that the proposed medical office will not have a negative impact on surrounding uses given the fact that sufficient on-site parking is provided, the site's proximity to the major street and other office and commercial uses within the area.

Parking and Access

This site is accessed through existing vehicle access points along Mooney Boulevard and from the adjoining parcels (i.e., Bed, Bath & Beyond, and Sequoia Mall). With the addition of the new medical use the total parking requirement for the site will be 51 parking stalls, however, the Administrative Adjustment approved in 2012 (2012-04) will reduce the required parking to 41 parking stalls. The applicant has provided two potential parking configurations that will provide a minimum of 35 onsite parking stalls. The applicant will also provide an additional 10 parking spaces via a proposed parking agreement from the adjacent property located at 3103 S. Mooney Boulevard. The proposed project will comply with the city's parking requirements with the inclusion of the parking agreement to allocate an additional 10 parking stalls from the adjacent property. The adjacent property (Exhibit "A") currently has a total of 41 parking spaces onsite. The future restaurant will require a total of 28 parking spaces based on the city's parking requirements. This will result in a parking surplus of 13 parking spaces that may be utilized as part of the parking agreement to provide sufficient onsite parking. The adjacent site will continue to comply with parking after the reduction of 10 onsite parking spaces based on the new restaurant use that is proposed within the vacant building (Exhibit "A").

Environmental Review

The requested action is considered Categorically Exempt under Section 15301 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA). (Categorical Exemption No. 2021-48).

Projects determined to meet this classification consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of the use

beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized in the Class 1 are not intended to be all-inclusive of the types of projects.

RECOMMENDED FINDINGS

1. That the proposed project will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed conditional use permit is consistent with the policies and intent of the General Plan and Zoning Ordinance. Specifically, the project is consistent with the required findings of Zoning Ordinance Section 17.38.110:
   a. The proposed location of the conditional use permit is in accordance with the objectives of the Zoning Ordinance and the purposes of the zone in which the site is located. The Visalia Zoning Matrix identifies medical clinic as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. The proposed medical office will not have a negative impact on surrounding uses given the fact that sufficient on-site parking is provided, the site's proximity to the major street and other office and commercial uses within the area.
   b. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, nor materially injurious to properties or improvements in the vicinity. The Visalia Zoning Matrix identifies medical office as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. The proposed medical office will not have a negative impact on surrounding uses given the fact that ample on-site parking is provided, the sites proximity to the major street and other office and commercial uses within the area.
3. That the project is considered Categorically Exempt under Section 15301 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA) for minor alterations in land use limitations. (Categorical Exemption No. 2021-48).

RECOMMENDED CONDITIONS OF APPROVAL

1. That the project be developed in substantial compliance with the comments from the approved Site Plan Review No. 2021-180.
2. That substantial changes to the site plan and/or operational plan, or an intensification of the land use wherein the parking demand exceeds the parking required for the land use, may require evaluation by the Site Plan Review committee and/or an amendment to this Conditional Use Permit.
3. City shall review and approve the parking agreement and receive an executed copy prior to the issuance of the Certificate of Occupancy to allocate additional onsite parking from the adjacent property located at 3103 S. Mooney Boulevard.
4. A minimum of 41 parking spaces shall be allocated for the project site located at 3221 S. Mooney Boulevard.
5. Landscape plans shall be required to as part of building plan check submittal.
6. That any project signage shall be obtained under a separate permit.
7. That all applicable federal, state and city laws, codes and ordinances be met.

APPEAL INFORMATION

According to the City of Visalia Zoning Ordinance Section 17.02.145, an appeal to the City Council may be submitted within ten days following the date of a decision by the Planning Commission. An appeal with applicable fees shall be in writing and shall be filed with the City Clerk at 220 N. Santa Fe Street. The appeal shall specify errors or abuses of discretion by the Planning Commission, or decisions not supported by the evidence in the record. The appeal form can be found on the city's website www.visalia.city or from the City Clerk.

Attachments:

- Related Plans and Policies
- Resolution No. 2021-49
- Exhibit "A" – Site Plan
- Exhibit "B" – Floor Plan
- Exhibit "C" – Operational Statement
- Site Plan Review Comments
- General Plan Land Use Map
- Zoning Map
- Aerial Photo
- Vicinity Map

17.38.010 Purposes and powers

In certain zones conditional uses are permitted subject to the granting of a conditional use permit. Because of their unusual characteristics, conditional uses require special consideration so that they may be located properly with respect to the objectives of the zoning ordinance and with respect to their effects on surrounding properties. In order to achieve these purposes and thus give the zone use regulations the flexibility necessary to achieve the objectives of this title, the planning commission is empowered to grant or deny applications for conditional use permits and to impose reasonable conditions upon the granting of such permits. (Prior code § 7525)

17.38.020 Application procedures

A. Application for a conditional use permit shall be made to the planning commission on a form prescribed by the commission which shall include the following data:

1. Name and address of the applicant;
2. Statement that the applicant is the owner of the property or is the authorized agent of the owner;
3. Address and legal description of the property;
4. The application shall be accompanied by such sketches or drawings as may be necessary by the planning division to clearly show the applicant's proposal;
5. The purposes of the conditional use permit and the general description of the use proposed;
6. Additional information as required by the historic preservation advisory committee.

B. The application shall be accompanied by a fee set by resolution of the city council sufficient to cover the cost of handling the application. (Prior code § 7526)

17.38.030 Lapse of conditional use permit

A conditional use permit shall lapse and shall become void twenty-four (24) months after the date on which it became effective, unless the conditions of the permit allowed a shorter or greater time limit, or unless prior to the expiration of twenty-four (24) months a building permit is issued by the city and construction is commenced and diligently pursued toward completion on the site which was the subject of the permit. A permit may be renewed for an additional period of one year; provided, that prior to the expiration of twenty-four (24) months from the date the permit originally became effective, an application for renewal is filed with the planning commission. The commission may grant or deny an application for renewal of a conditional use permit. In the case of a planned residential development, the recording of a final map and improvements thereto shall be deemed the same as a building permit in relation to this section. (Ord. 2001-13 § 4 (part), 2001: prior code § 7527)

17.38.040 Revocation

Upon violation of any applicable provision of this title, or, if granted subject to a condition or conditions, upon failure to comply with the condition or conditions, a conditional use permit shall be suspended automatically. The planning commission shall hold a public hearing within sixty (60) days, in accordance with the procedure prescribed in Section 17.38.080, and if not satisfied that the regulation, general provision or condition is being complied with, may revoke the permit or take such action as may be necessary to insure compliance with the regulation, general provision or condition. Appeals of the decision of the planning commission may be made to the city council as provided in Section 17.38.120. (Prior code § 7528)

17.38.050 New application

Following the denial of a conditional use permit application or the revocation of a conditional use permit, no application for a conditional use permit for the same or substantially the same conditional use on the same or substantially the same site shall be filed within one year from the date of denial or revocation of the permit unless such denial was a denial without prejudice by the planning commission or city council. (Prior code § 7530)

17.38.060 Conditional use permit to run with the land

A conditional use permit granted pursuant to the provisions of this chapter shall run with the land and shall continue to be valid upon a change of ownership of the site or structure which was the subject of the permit application subject to the provisions of Section 17.38.065. (Prior code § 7531)

17.38.065 Abandonment of conditional use permit

If the use for which a conditional use permit was approved is discontinued for a period of one hundred eighty (180) days, the use shall be considered abandoned and any future use of the site as a conditional use will require the approval of a new conditional use permit.

17.38.070 Temporary uses or structures

A. Conditional use permits for temporary uses or structures may be processed as administrative matters by the city planner and/or planning division staff. However, the city planner may, at his/her discretion, refer such application to the planning commission for consideration.

B. The city planner and/or planning division staff is authorized to review applications and to issue such temporary permits, subject to the following conditions:

1. Conditional use permits granted pursuant to this section shall be for a fixed period not to exceed thirty (30) days for each temporary use not occupying a structure, including promotional enterprises, or six months for all other uses or structures.

2. Ingress and egress shall be limited to that designated by the planning division. Appropriate directional signing, barricades, fences or landscaping shall be provided where required. A security officer may be required for promotional events.

3. Off-street parking facilities shall be provided on the site of each temporary use as prescribed in Section 17.34.020.

4. Upon termination of the temporary permit, or abandonment of the site, the applicant shall remove all materials and equipment and restore the premises to their original condition.

5. Opening and closing times for promotional enterprises shall coincide with the hours of operation of the sponsoring commercial establishment. Reasonable time limits for other uses may be set by the city planner and planning division staff.

6. Applicants for a temporary conditional use permit shall have all applicable licenses and permits prior to issuance of a conditional use permit.

7. Signing for temporary uses shall be subject to the approval of the city planner.

8. Notwithstanding underlying zoning, temporary conditional use permits may be granted for fruit and vegetable stands on properties primarily within undeveloped agricultural areas. In reviewing applications for such stands, issues of traffic safety and land use compatibility shall be evaluated and mitigation measures and conditions may be imposed to ensure that the stands are built and are operated consistent with appropriate construction standards, vehicular access and off-street parking. All fruits and vegetables sold at such stands shall be grown by the owner/operator or purchased by said party directly from a grower/farmer.

C. The applicant may appeal an administrative decision to the planning commission. (Ord. 9605 § 30 (part), 1996: prior code § 7532)

17.38.080 Public hearing--Notice

A. The planning commission shall hold at least one public hearing on each application for a conditional use permit.

B. Notice of the public hearing shall be given not less than ten days nor more than thirty (30) days prior to the date of the hearing by mailing a notice of the time and place of the hearing to property owners within three hundred (300) feet of the boundaries of the area occupied or to be occupied by the use which is the subject of the hearing, and by publication in a newspaper of general circulation within the city. (Prior code § 7533)

17.38.090 Investigation and report

The planning staff shall make an investigation of the application and shall prepare a report thereon which shall be submitted to the planning commission. (Prior code § 7534)

17.38.100 Public hearing--Procedure

At the public hearing the planning commission shall review the application and the statement and drawing submitted therewith and shall receive pertinent evidence concerning the proposed use and the proposed conditions under which it would be operated or maintained, particularly with respect to the findings prescribed in Section 17.38.110. The planning commission may continue a public hearing from time to time as it deems necessary. (Prior code § 7535)

17.38.110 Action by planning commission

A. The planning commission may grant an application for a conditional use permit as requested or in modified form, if, on the basis of the application and the evidence submitted, the commission makes the following findings:

1. That the proposed location of the conditional use is in accordance with the objectives of the zoning ordinance and the purposes of the zone in which the site is located;

2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

B. A conditional use permit may be revocable, may be granted for a limited time period, or may be granted subject to such conditions as the commission may prescribe. The commission may grant conditional approval for a permit subject to the effective date of a change of zone or other ordinance amendment.

C. The commission may deny an application for a conditional use permit. (Prior code § 7536)

17.38.120 Appeal to city council

The decision of the City planning commission on a conditional use permit shall be subject to the appeal provisions of Section 17.02.145. (Prior code § 7537) (Ord. 2006-18 § 6, 2007)

17.38.130 Effective date of conditional use permit

A conditional use permit shall become effective immediately when granted or affirmed by the council, or upon the sixth working day following the granting of the conditional use permit by the planning commission if no appeal has been filed.(Prior code § 7539)

Environmental Document # 2021-48

NOTICE OF EXEMPTION

City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291

To: County Clerk
County of Tulare
County Civic Center
Visalia, CA 93291-4593

Conditional Use Permit No. 2021-28
PROJECT TITLE

3221 S. Mooney Blvd.
PROJECT LOCATION

Visalia
PROJECT LOCATION - CITY

Tulare
COUNTY

A request by Matt Nohr on behalf of the Orosco Group to allow use of 6,526 sq. ft. inside an existing 10,200 sq. ft. commercial building for a medical office, located within the C-R (Regional Commercial). The site is located at 3221 S. Mooney Blvd. (APN: 121-100-054)
DESCRIPTION - Nature, Purpose, & Beneficiaries of Project

City of Visalia
NAME OF PUBLIC AGENCY APPROVING PROJECT

The Orosco Group, 10 Harris Court, Suite B-1, Monterey Park, CA 93940
NAME AND ADDRESS OF APPLICANT CARRYING OUT PROJECT

The Orosco Group, 10 Harris Court, Suite B-1, Monterey Park, CA 93940
NAME AND ADDRESS OF AGENT CARRYING OUT PROJECT

EXEMPT STATUS: (Check one)

☐ Ministerial - Section 15073
☐ Emergency Project - Section 15071
☒ Categorical Exemption - State type and Section number: **Section 15301**
☐ Statutory Exemptions- State code number:

A request to establish a medical office use within an existing 6,526 square foot tenant space. The site is developed and is served by all public utilities.
REASON FOR PROJECT EXEMPTION

Rafael Garcia, Senior Planner
CONTACT PERSON

(559) 713-4031
AREA CODE/PHONE

December 13, 2021
DATE

Brandon Smith, AICP
ENVIRONMENTAL COORDINATOR

RESOLUTION NO. 2021-49

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF VISALIA APPROVING CONDITIONAL USE PERMIT NO. 2021-28, A REQUEST A REQUEST BY THE OROSCO GROUP, TO ALLOW USE OF 6,526 SQ. FT. INSIDE AN EXISTING 10,200 SQ. FT. COMMERCIAL BUILDING FOR A MEDICAL CLINIC, LOCATED WITHIN THE C-R (REGIONAL COMMERCIAL). THE SITE IS LOCATED AT 3221 S. MOONEY BLVD. (APN: 121-100-054)

WHEREAS, Conditional Use Permit No. 2021-28, is a request by the Orosco Group; to allow use of 6,526 sq. ft. inside an existing 10,200 sq. ft. commercial building for a medical clinic, located within the C-R (Regional Commercial). The site is located at 3221 S. Mooney Blvd. (APN: 121-100-054); and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice did hold a public hearing before said Commission on December 13, 2021; and

WHEREAS, the Planning Commission of the City of Visalia finds the Conditional Use Permit to be in accordance with Chapter 17.38.110 of the Zoning Ordinance of the City of Visalia based on the evidence contained in the staff report and testimony presented at the public hearing; and

WHEREAS, the Planning Commission finds the project to be Categorically Exempt consistent with the California Environmental Quality Act (CEQA) and City of Visalia Environmental Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to CEQA Section 15301.

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

1. That the proposed project will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed conditional use permit is consistent with the policies and intent of the General Plan and Zoning Ordinance. Specifically, the project is consistent with the required findings of Zoning Ordinance Section 17.38.110:
   a. The proposed location of the conditional use permit is in accordance with the objectives of the Zoning Ordinance and the purposes of the zone in which the site is located. The Visalia Zoning Matrix identifies medical offices as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. The proposed medical office will not have a negative impact on surrounding uses given the fact that sufficient on-site parking is provided, the sites proximity to the major street and other office and commercial uses within the area.
   b. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare, nor materially injurious to properties or improvements in the vicinity.

The Visalia Zoning Matrix identifies medical clinic as a conditional use in the C-R zone and requires the submittal and approval of a CUP application. Through the CUP process, potential impacts can be addressed thereby ensuring compatibility between the proposed use and existing surrounding uses. The proposed medical office will not have a negative impact on surrounding uses given the fact that sufficient on-site parking is provided, the sites proximity to the major street and other office and commercial uses within the area.

3. That the project is considered Categorically Exempt under Section 15301 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA) for minor alterations in land use limitations. (Categorical Exemption No. 2021-48).

BE IT FURTHER RESOLVED that the Planning Commission hereby approves the Conditional Use Permit on the real property here described in accordance with the terms of this resolution under the provisions of Section 17.38.110 of the Ordinance Code of the City of Visalia, subject to the following conditions:

1. That the project be developed in substantial compliance with the comments from the approved Site Plan Review No. 2021-080.
2. That substantial changes to the site plan and/or operational plan, or an intensification of the land use wherein the parking demand exceeds the parking required for the land use, may require evaluation by the Site Plan Review committee and/or an amendment to this Conditional Use Permit.
3. City shall review and approve the parking agreement and receive an executed copy prior to the issuance of the Certificate of Occupancy to allocate additional onsite parking from the adjacent property located at 3103 S. Mooney Boulevard.
4. That a minimum of 41 parking spaces shall be allocated and configured for the subject site located at 3221 S. Mooney Boulevard as depicted per the site plan exhibit noted as sheet A102 (35 stalls shall be located on 3221 S. Mooney Boulevard).
5. Landscape plans shall be required to as part of building plan check submittal.
6. That any project signage shall be obtained under a separate permit.
7. That all applicable federal, state and city laws, codes and ordinances be met.

Commissioner Peck offered the motion to this resolution. Commissioner Beatie seconded the motion and it carried by the following vote:

AYES: Commissioners Peck, Beatie, Tavarez, Hansen
NOES:
ABSTAINED:
ABSENT: Commissioner Gomez

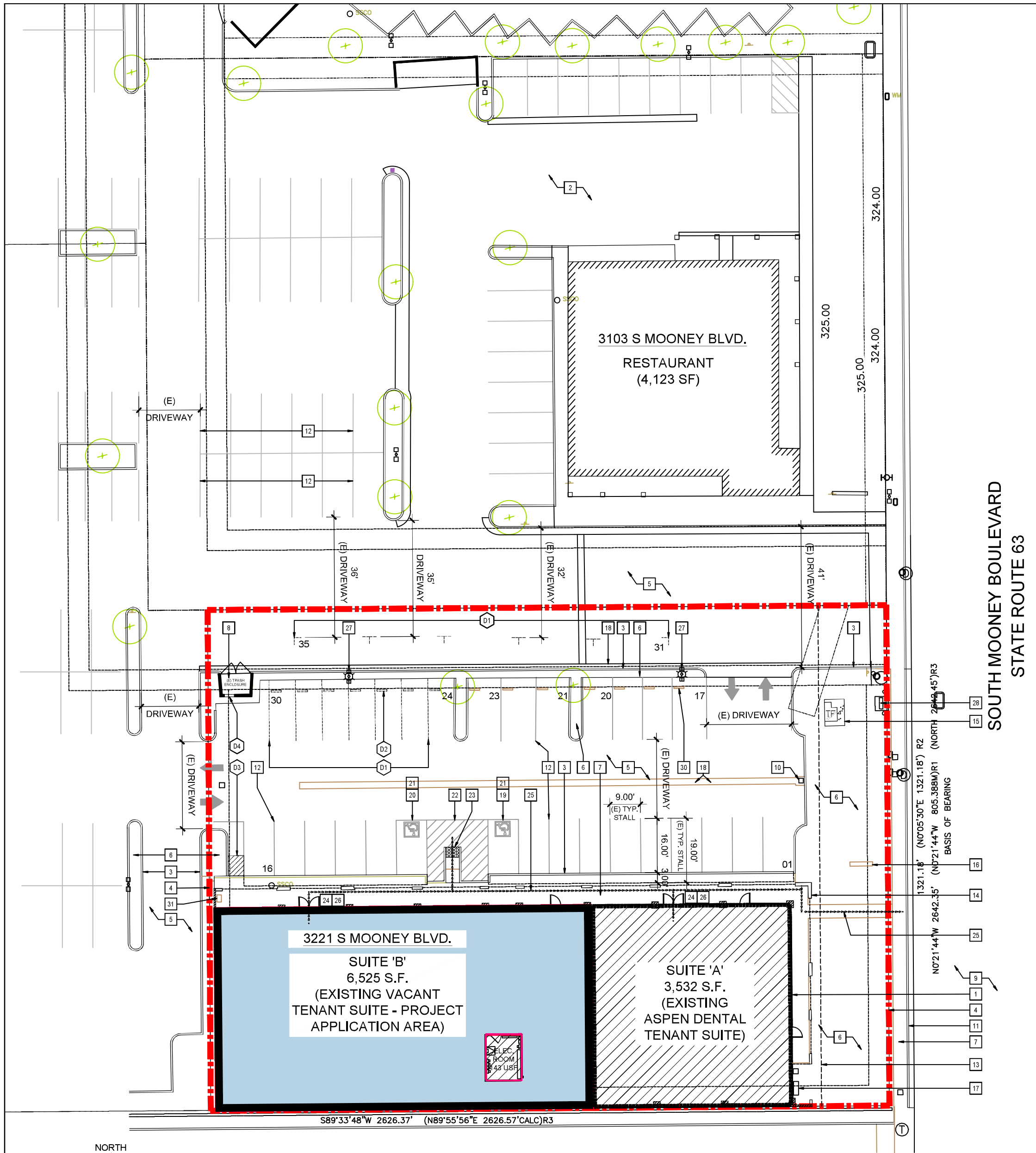
STATE OF CALIFORNIA)
COUNTY OF TULARE) ss
CITY OF VISALIA)

ATTEST: Paul Bernal, City Planner

I, Paul Bernal, Secretary of the Visalia Planning Commission, certify the foregoing is the full and true Resolution No. 2021-49, passed and adopted by the Planning Commission of the City of Visalia at a regular meeting held on December 13, 2021.

Paul Bernal, City Planner

Marvin Hansen, Chairperson



1 **ARCHITECTURAL SITE PLAN - EXISTING / DEMOLITION**

SCALE: 1/16"=1'-0"

DEMOLITION NOTES

THE DEMOLITION NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- D1 CONTRACTOR SHALL REMOVE EXISTING PAVEMENT MARKINGS AS REQUIRED TO ACCOMMODATE NEW PAVEMENT MARKINGS.
- D2 CONTRACTOR SHALL REMOVE AND RELOCATE EXISTING CONCRETE WHEEL STOP AS REQUIRED TO ACCOMMODATE NEW PARKING STALL CONFIGURATION. TYP. AS SHOWN.
- D3 CONTRACTOR SHALL REMOVE PORTION OF EXISTING AC PAVEMENT AS REQUIRED TO ACCOMMODATE NEW CURB RAMP.
- D4 CONTRACTOR SHALL MODIFY EXISTING TRASH ENCLOSURE WALL AS REQUIRED TO ACCOMMODATE NEW PEDESTRIAN ACCESS GATE.

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES EXISTING BUILDING FOOTPRINT TO REMAIN INTACT.
2. EXISTING ADJACENT PARCEL - N.I.C. PROTECT FROM DAMAGE.
3. EXISTING CONCRETE CURB TO REMAIN INTACT - PROTECT FROM DAMAGE.
4. EXISTING PROPERTY LINE.
5. EXISTING A.C. PAVED PARKING LOT / DRIVE AISLE TO REMAIN INTACT - PROTECT FROM DAMAGE.
6. EXISTING LANDSCAPE AREA TO REMAIN INTACT - PROTECT FROM DAMAGE.
7. EXISTING CONCRETE WALKWAY TO REMAIN INTACT - PROTECT FROM DAMAGE.
8. EXISTING TRASH ENCLOSURE TO REMAIN INTACT - PROTECT FROM DAMAGE.
9. EXISTING A.C. PAVED PUBLIC ROAD TO REMAIN INTACT - PROTECT FROM DAMAGE.
10. EXISTING STORM DRAIN INLET TO REMAIN INTACT - PROTECT FROM DAMAGE.
11. EXISTING CONCRETE CURB AND GUTTER IN PUBLIC RIGHT OF WAY TO REMAIN INTACT - PROTECT FROM DAMAGE.
12. EXISTING 4" WIDE PAINTED PARKING STALL STRIPING TO REMAIN INTACT - PROTECT FROM DAMAGE.
13. INDICATES SETBACK LINE SHOWN FOR REFERENCE ONLY.
14. APPROXIMATE LOCATION OF EXISTING BUILDING WALL MOUNTED ADDRESS NUMBERS.
15. EXISTING PG&E ELECTRICAL TRANSFORMER TO REMAIN INTACT - PROTECT FROM DAMAGE.
16. EXISTING MULTI-TENANT MONUMENT SIGN TO REMAIN INTACT - PROTECT FROM DAMAGE.
17. EXISTING GAS METERS TO REMAIN INTACT - PROTECT FROM DAMAGE.
18. INDICATES EXISTING CONCRETE VALLEY GUTTER TO REMAIN INTACT - PROTECT FROM DAMAGE.
19. EXISTING "VAN"ACCESSIBLE PARKING STALL TO REMAIN INTACT.
20. EXISTING "STANDARD" ACCESSIBLE PARKING STALL TO REMAIN INTACT.
21. EXISTING INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT.
22. EXISTING "VAN" & "STANDARD" ACCESSIBLE LOADING/UNLOADING ZONE.
23. EXISTING ACCESSIBLE CURB RAMP WITH TRUNCATED DOMES.
24. EXISTING INTERNATIONAL SYMBOL OF ACCESSIBILITY DECAL AT ALL PRIMARY PUBLIC ENTRANCES.
25. EXISTING ACCESSIBLE PATH OF TRAVEL INDICATOR ARROWS. ARROWS SHOWN ON PLAN ARE FOR REFERENCE ONLY AND NOT FOR PHYSICAL APPLICATION. WALKWAY ALONG ACCESSIBLE PATH OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVE A MAX. 1/2" CHANGE IN ELEVATION, MIN. 48" IN WIDTH, HAVE MAX. 1/4" PER FOOT CROSS SLOPES, AND WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (1:20) SHALL HAVE RAMPS COMPLYING WITH CBC SECTION 1133B.7.
26. EXISTING EXTERIOR WALKWAY AND DOOR LANDINGS SHALL NOT EXCEED 1/4" PER FOOT (2%) UP TO DOOR'S THRESHOLD FOR A MIN. DISTANCE OF 5'-0" OUT FROM THE DOOR OPENING. TYPICAL AT ALL EXTERIOR DOORS U.O.N.
27. EXISTING SITE LIGHTING POLE AND BASE TO REMAIN INTACT.
28. EXISTING BACKFLOW DEVICE TO REMAIN INTACT.
29. NOT USED.
30. EXISTING CONCRETE WHEEL STOP TO REMAIN INTACT.
31. EXISTING ACCESSIBLE MULTI-TENANT PEDESTAL COMMERCIAL MAILBOX TO REMAIN INTACT.

GENERAL NOTES

1. THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK SHOWN ON THESE PLANS.

2. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION ON THIS PROJECT (800-227-2600). THE CONTRACTOR SHALL REMOVE ALL U.S.A. MARKINGS AS SOON AS THEY ARE NO LONGER NEEDED, BY USING A HIGH PRESSURE WATER METHOD ONLY. THE CITY ENCOURAGES THE USE OF CHALK PAINT WHENEVER POSSIBLE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE UNDER THIS CONTRACT FOR REPAIRING AND REPLACING AT CONTRACTOR EXPENSE, ANY STRUCTURES, FENCES, WALLS, OR PLANT LIFE DAMAGED OR DESTROYED BY THE OPERATIONS. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES OCCURRING BY THE OPERATIONS ON ADJACENT PROPERTIES AND ANYWHERE OUTSIDE THE CONTRACT LIMIT LINES. THE DAMAGED ITEMS WILL BE RESTORED TO THEIR ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ARCHITECT AND ENGINEER.

4. KEEP ALL PLANTING, PAVING AND CURB AREAS FREE FROM DEBRIS AND TRASH DURING THE ENTIRE DURATION OF THE CONTRACT.

5. CARE SHOULD BE TAKEN WITH EXISTING TREES TO REMAIN. GRADES WITHIN THE DRIP LINE OF THE TREE SHALL NOT BE CHANGED UNLESS OTHERWISE SPECIFIED ON THE PLANS. UNNECESSARY COMPACTION OF THE AREA WITHIN THE DRIP LINE SHALL BE AVOIDED.

6. ALL ITEMS INDICATED TO BE REMOVED SHALL BE DISPOSED OF FROM THE PROJECT SITE, EXCEPT ITEMS INDICATED TO BE SALVAGED.

PROJECT INFORMATION

PROJECT:	MEDICAL CLINIC	
PROJECT DESCRIPTION:	NEW 6,526 S.F. MEDICAL CLINIC INTERIOR TENANT IMPROVEMENT TO BACKFILL THE VACANT SUITE IN AN EXISTING 10,200 S.F. SINGLE STORY MULTI-TENANT COMMERCIAL BUILDING (OTHER TENANT IS AN APPROVED DENTISTRY PRACTICE) LOCATED WITHIN THE C-R (REGIONAL COMMERCIAL ZONE). THE SITE IS FULL DEVELOPED AND SERVED BY ALL PUBLIC UTILITIES. THE PROJECT CONSISTS OF INTERIOR TENANT IMPROVEMENTS AND PARKING LOT STRIPING MODIFICATIONS.	
LOCATION:	3221 S MOONEY BLVD., SUITE 'B' VISALIA, CA 93277	
APN:	121-100-054	
PROPOSED PROJECT AREA:	SUITE 'B' - NEW MEDICAL CLINIC INTERIOR TENANT IMPROVEMENT	6,525 S.F.
(E) SITE AREA:	29,500 S.F. (0.67 ACRES	
(E) BUILDING AREA:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - VACANT: COMMON UTILITY ROOM: TOTAL (E) BUILDING AREA:	3,532 S.F. 6,525 S.F. 143 S.F. 10,200 S.F
PROPOSED BUILDING AREA:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - NEW MEDICAL CLINIC: COMMON UTILITY ROOM: TOTAL (N) BUILDING AREA:	3,532 S.F. 6,525 S.F. 143 S.F. 10,200 S.F. (NO CHANGE IN BUILDING AREA)
OCCUPANCY:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - NEW MEDICAL CLINIC:	'B' OCCUPANCY 'B' OCCUPANCY (NO CHANGE IN BUILDING OCCUPANCY)
CONSTRUCTION:	EXISTING - TYPE V-B NON-SPRINKLERED	
FIRE SPRINKLERS:	NONE	

EXISTING PARKING BASED ON EXISTING TENANT MIX:

CURRENT EXISTING BUILDING TENANT SUITE AREA & PARKING SUMMARY				
SUITE #	AREA (S.F.)	USE	PARKING	
SUITE 'A'	3,532 S.F.	MEDICAL (E) ASPEN DENTAL	1 STALL / 200 S.F. (MEDICAL) = 17.66 STALLS	
SUITE 'B'	6,525 S.F.	VACANT	1 STALL / 300 S.F. (RETAIL) = 21.75 STALLS	
TOTAL			TOTAL REQUIRED:	39.41 STALLS (40 STALLS) PER BASE CODE LESS 8 STALLS PER APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 WHICH ALLOWS FOR 20% REDUCTION EQUALS 32 TOTAL STALLS
			TOTAL PROVIDED:	35 STALLS*
			* (3 STALLS MORE PROVIDED THAN REQUIRED BY BASE CODE WITH APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 - A 20% REDUCTION THAT REQUIRES 32 STALLS).	

PROPOSED PARKING BASED ON NEW TENANT MIX:

CURRENT EXISTING BUILDING TENANT SUITE AREA & PARKING SUMMARY				
SUITE #	AREA (S.F.)	USE	PARKING	
SUITE 'A'	3,532 S.F.	MEDICAL (E) ASPEN DENTAL	1 STALL / 200 S.F. (MEDICAL) = 17.66 STALLS	
SUITE 'B'	6,525 S.F.	MEDICAL (N) MEDICAL CLINIC	1 STALL / 200 S.F. (RETAIL) = 32.62 STALLS	
TOTAL			TOTAL REQUIRED:	50.28 STALLS (51 STALLS) PER BASE CODE LESS 10 STALLS PER APPROVED ADMIN. PARKING ADJUSTMENT 2012-04 WHICH ALLOWS FOR 20% REDUCTION EQUALS 41 TOTAL STALLS
			TOTAL PROVIDED:	40 STALLS ON-SITE PLUS 10 STALLS FROM CROSS ACCESS PARKING FROM 3103 S MOONEY BLVD FOR 50 TOTAL STALLS*
			* (9 STALLS MORE PROVIDED THAN REQUIRED BY BASE CODE WITH APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 - A 20% REDUCTION THAT REQUIRES 41 STALLS).	

APPLICABLE BUILDING CODES & STANDARDS

2019 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (C.C.R.)
2019 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
2019 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
2019 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
2019 CALIFORNIA ENERGY CODE (CEEC), PART 6, TITLE 24 C.C.R.
2019 CALIFORNIA ELEVATOR CODE, PART 7, TITLE 24 C.C.R.
2019 CALIFORNIA HISTORICAL BUILDING CODE (CHC), PART 8, TITLE 24 C.C.R.
2019 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R.
2019 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 C.C.R.
2019 CALIFORNIA GREEN STANDARD CODE (CALGreen), PART 11, TITLE 24 C.C.R.
2019 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 C.C.R.
TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

PARTIAL LIST OF APPLICABLE STATE STANDARDS

NFPA 13, AUTOMATIC SPRINKLER SYSTEMS, (CA AMENDED) 2019 EDITION
NFPA 72, NATIONAL FIRE ALARM CODE, (CA AMENDED) 2019 EDITION

EXITING:
NOTE: THIS BUILDING OR SPACE SHALL PROVIDE A READILY DISTINGUISHABLE MEANS OF EGRESS COMPLYING WITH CHAPTER 10 AND CHAPTER 11 (WHERE APPLICABLE FOR ACCESSIBILITY PURPOSE) OF THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE. THE EXIT SYSTEM SHALL MAINTAIN A CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED PATH OF EXIT TRAVEL FROM ANY OCCUPIED POINT WITHIN THE BUILDING TO A PUBLIC WAY.

SET ISSUED:

09-23-2021	SITE PLAN REVIEW (SPR)
10-05-2021	CONDITIONAL USE PERMIT(CUP)
11-08-2021	UPDATE TO (CUP) CONDITIONAL USE PERMIT

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS ARE OWNED BY AND THE PROPERTY OF DESIGN TEAM. THE USE OF THESE PLANS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED, AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH DESIGN TEAM AND VISUAL CONTACT WITH THEM CONSTITUTES PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.

DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS.

AVE MOONEY LLC

3221 S MOONEY BLVD, SUITE B
NEW MEDICAL CLINIC

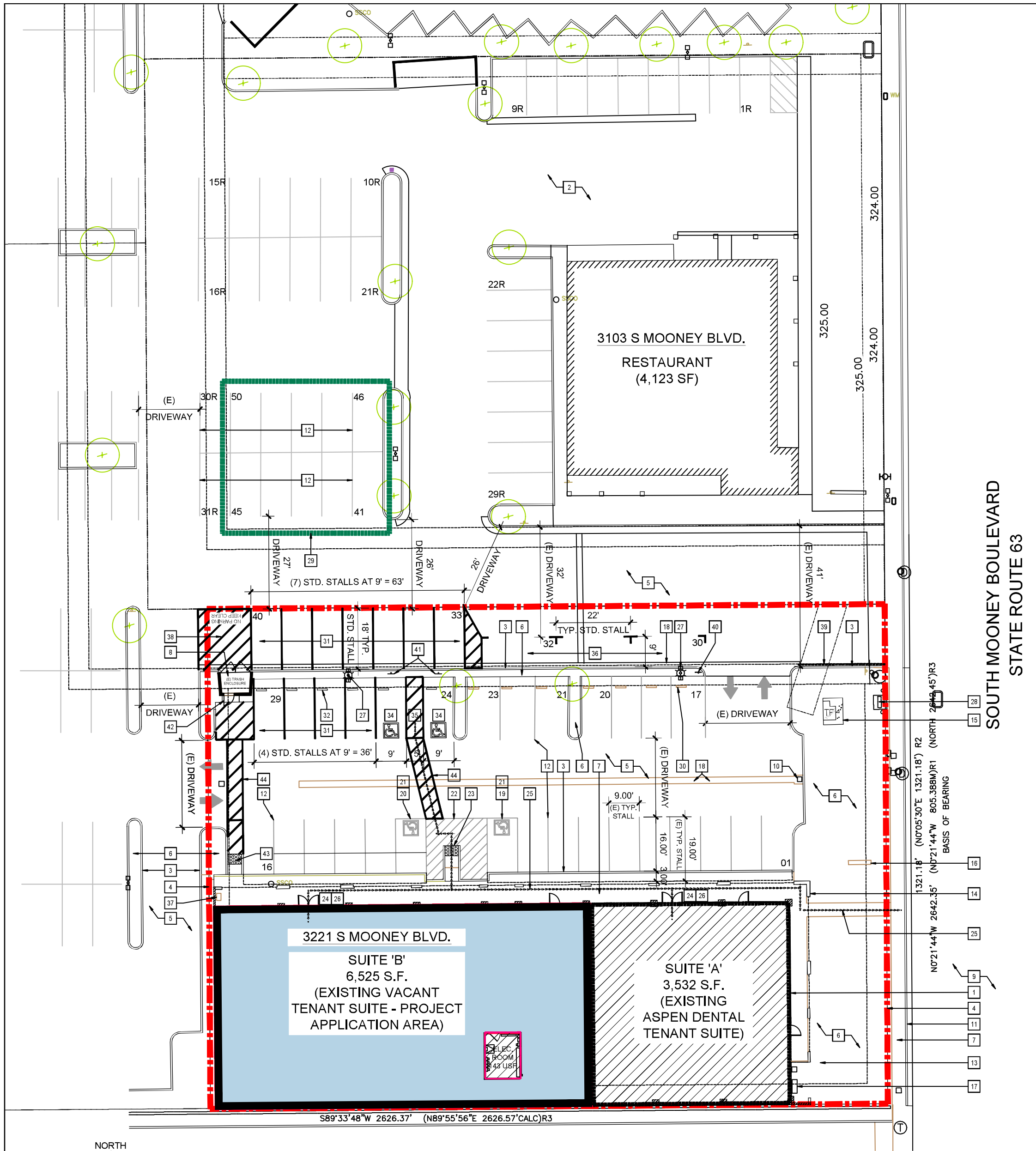
3221 S MOONEY BLVD, SUITE B
VISALIA, CA 93277
A.P.N. NO.: 121-100-054

JOB NO.: 2021-01

SHEET NAME: SITE PLAN - EXISTING / DEMOLITION

SHEET NO.: A100

FILE NAME:



2 ARCHITECTURAL SITE PLAN - PROPOSED NEW

SCALE: 1/16"=1'-0"

0' 5' 10' 20' 40' 80' 160'

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES EXISTING BUILDING FOOTPRINT TO REMAIN INTACT.
2. EXISTING ADJACENT PARCEL - N.I.C. PROTECT FROM DAMAGE.
3. EXISTING CONCRETE CURB TO REMAIN INTACT - PROTECT FROM DAMAGE.
4. EXISTING PROPERTY LINE.
5. EXISTING A.C. PAVED PARKING LOT / DRIVE AISLE TO REMAIN INTACT - PROTECT FROM DAMAGE.
6. EXISTING LANDSCAPE AREA TO REMAIN INTACT - PROTECT FROM DAMAGE.
7. EXISTING CONCRETE WALKWAY TO REMAIN INTACT - PROTECT FROM DAMAGE.
8. EXISTING TRASH ENCLOSURE TO REMAIN INTACT - PROTECT FROM DAMAGE.
9. EXISTING A.C. PAVED PUBLIC ROAD TO REMAIN INTACT - PROTECT FROM DAMAGE.
10. EXISTING STORM DRAIN INLET TO REMAIN INTACT - PROTECT FROM DAMAGE.
11. EXISTING CONCRETE CURB AND GUTTER IN PUBLIC RIGHT OF WAY TO REMAIN INTACT - PROTECT FROM DAMAGE.
12. EXISTING 4" WIDE PAINTED PARKING STALL STRIPING TO REMAIN INTACT - PROTECT FROM DAMAGE.
13. INDICATES SETBACK LINE SHOWN FOR REFERENCE ONLY.
14. APPROXIMATE LOCATION OF EXISTING BUILDING WALL MOUNTED ADDRESS NUMBERS.
15. EXISTING PG&E ELECTRICAL TRANSFORMER TO REMAIN INTACT - PROTECT FROM DAMAGE.
16. EXISTING MULTI-TENANT MONUMENT SIGN TO REMAIN INTACT - PROTECT FROM DAMAGE.
17. EXISTING GAS METERS TO REMAIN INTACT - PROTECT FROM DAMAGE.
18. INDICATES EXISTING CONCRETE VALLEY GUTTER TO REMAIN INTACT - PROTECT FROM DAMAGE.
19. EXISTING "VAN"ACCESSIBLE PARKING STALL TO REMAIN INTACT.
20. EXISTING "STANDARD" ACCESSIBLE PARKING STALL TO REMAIN INTACT.
21. EXISTING INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT.
22. EXISTING "VAN" & "STANDARD" ACCESSIBLE LOADING/UNLOADING ZONE.
23. EXISTING ACCESSIBLE CURB RAMP WITH TRUNCATED DOMES.
24. EXISTING INTERNATIONAL SYMBOL OF ACCESSIBILITY DECAL AT ALL PRIMARY PUBLIC ENTRANCES.
25. EXISTING ACCESSIBLE PATH OF TRAVEL INDICATOR ARROWS. ARROWS SHOWN ON PLAN ARE FOR REFERENCE ONLY AND NOT FOR PHYSICAL APPLICATION. WALKWAY ALONG ACCESSIBLE PATH OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVE A MAX. 1/2" CHANGE IN ELEVATION, MIN. 48" IN WIDTH, HAVE MAX. 1/4" PER FOOT CROSS SLOPES, AND WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (1:20) SHALL HAVE RAMPS COMPLYING WITH CBC SECTION 1133B.7.
26. EXISTING EXTERIOR WALKWAY AND DOOR LANDINGS SHALL NOT EXCEED 1/4" PER FOOT (2%) UP TO DOOR'S THRESHOLD FOR A MIN. DISTANCE OF 5'-0" OUT FROM THE DOOR OPENING. TYPICAL AT ALL EXTERIOR DOORS U.O.N.
27. EXISTING SITE LIGHTING POLE AND BASE TO REMAIN INTACT.
28. EXISTING BACKFLOW DEVICE TO REMAIN INTACT.
29. AREA INDICATES CROSS ACCESS PARKING FROM 3103 S MOONEY BLVD FOR 3221 S MOONEY BLVD ACCOUNTING FOR A TOTAL OF 10 PARKING STALLS. (BOTH PROPERTIES UNDER SAME OWNERSHIP).
30. EXISTING CONCRETE WHEEL STOP TO REMAIN INTACT.
31. NEW 4" WIDE PAINTED PARKING STALL STRIPING FOR STANDARD PARKING STALLS.
32. RELOCATED CONCRETE WHEEL STOP AT RECONFIGURED PARKING STALLS.
33. NEW "STANDARD" ACCESSIBLE PARKING STALL.
34. NEW INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT.
35. NEW "STANDARD" ACCESSIBLE LOADING/UNLOADING ZONE.
36. NEW 4" WIDE PAINTED PARKING STALL STRIPING FOR STANDARD PARALLEL PARKING STALLS.
37. EXISTING ACCESSIBLE MULTI-TENANT PEDESTAL COMMERCIAL MAILBOX TO REMAIN INTACT.
38. NEW WHITE DIAGONALLY STRIPED NO PARKING PAVEMENT MARKINGS.
39. PROVIDE NEW RED PAINTED CONCRETE CURB WITH WHITE LETTERING STATING NO PARKING.
40. PROVIDE NEW "DISABLED PARKING ENTRY" SIGN ("VEHICLE TOW-AWAY" SIGN) (17" x 22") AND A "NOTICE ALL ROADS ARE FIRE LANES" ENTRANCE SIGN (18" x 24") INSTALLED TOGETHER FOR VEHICLES ENTERING INTO THE PARKING LOT AT ALL DRIVEWAY ENTRANCES.
41. NEW "STANDARD" ACCESSIBLE STALL POLE MOUNTED SIGNAGE.
42. NEW 3'-0" WIDE PEDESTRIAN ACCESS GATE TO TRASH ENCLOSURE TO MATCH EXISTING SERVICE GATE MATERIAL. PROVIDE MIN. 5'-0" CONCRETE WALKWAY OUTSIDE OF PEDESTRIAN ACCESS GATE CONNECTING TO AND FLUSH WITH AC PAVEMENT.
43. NEW 4'-0" MIN. WIDE ACCESSIBLE CONCRETE CURB RAMP.
44. PROVIDE NEW 4'-0" MIN. WIDE STRIPE ACCESSIBLE PATH PAVEMENT MARKINGS.

GENERAL NOTES

1. CONTRACTOR SHALL RECONSTRUCT ALL DAMAGED CURB, GUTTER AND SIDEWALK ALONG THE SITE'S STREET FRONTAGE.

2. "FIRE LANE" SIGNS ARE REQUIRED TO BE INSTALLED AT EACH ENTRANCE IN LOCATIONS WHERE VEHICLE PARKING WOULD ENCROACH ON THE REQUIRED 24'-0" CLEAR WIDTH OF ROADWAY. ALL RAISED CURBS AT THESE LOCATIONS SHALL BE PAINTED RED WITH "FIRE LANE - NO PARKING ANYTIME" STENCILED 4" HIGH AT 30'-0" INTERVALS PER JURISDICTION STANDARDS.

3. APPROVED NUMBERS AND/OR LETTERS SHALL BE PLACED ON ALL BUILDINGS TO BE VISIBLE FROM THE STREET, WITH THE COLOR CONTRASTING THE BACKGROUND. ADDRESS POSTING IS REQUIRED ON BUILDING, FIRE DEPARTMENT ACCESS AND ON ALL REAR DOORS. INDIVIDUAL NUMERALS TO BE A MINIMUM OF 4" HIGH. 6" HIGH x 3/4" STROKE; 9" HIGH x 1-1/4" STROKE WHEN 36'-50' FROM ACCESS; 12" HIGH x 1-1/2" STROKE WHEN OVER 50' FROM ACCESS.

4. CONTRACTOR SHALL PATCH AC PAVING AS REQUIRED AFTER TO ACCOMMODATE NEW WORK. CONTRACTOR SHALL CLEAN, PRESSURE WASH AND SLURRY SEAL EXISTING PARKING LOT PRIOR TO INSTALLING NEW PAVEMENT MARKINGS. CONTRACTOR SHALL ALLOW FOR RE-STRIPING ENTIRE PARKING LOT.

5. VERIFY IF BUILDING EXISTING WALL MOUNTED "KNOX BOX". IF NONE EXISTS, PROVIDE NEW WALL MOUNTED "KNOX BOX" PER FIRE DEPARTMENT REQUIREMENTS. CONTRACTOR SHALL VERIFY"KNOX BOX" REQUIREMENTS AND EXACT LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALLATION.

PROJECT INFORMATION

PROJECT:	MEDICAL CLINIC	
PROJECT DESCRIPTION:	NEW 6,526 S.F. MEDICAL CLINIC INTERIOR TENANT IMPROVEMENT TO BACKFILL THE VACANT SUITE IN AN EXISTING 10,200 S.F. SINGLE STORY MULTI-TENANT COMMERCIAL BUILDING (OTHER TENANT IS AN APPROVED DENTISTRY PRACTICE) LOCATED WITHIN THE C-R (REGIONAL COMMERCIAL ZONE). THE SITE IS FULL DEVELOPED AND SERVED BY ALL PUBLIC UTILITIES. THE PROJECT CONSISTS OF INTERIOR TENANT IMPROVEMENTS AND PARKING LOT STRIPING MODIFICATIONS.	
LOCATION:	3221 S MOONEY BLVD., SUITE 'B' VISALIA, CA 93277	
APN:	121-100-054	
PROPOSED PROJECT AREA:	SUITE 'B' - NEW MEDICAL CLINIC INTERIOR TENANT IMPROVEMENT	6,525 S.F.
(E) SITE AREA:	29,500 S.F. (0.67 ACRES	
(E) BUILDING AREA:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - VACANT: COMMON UTILITY ROOM:	3,532 S.F. 6,525 S.F. 143 S.F.
	TOTAL (E) BUILDING AREA:	10,200 S.F
PROPOSED BUILDING AREA:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - NEW MEDICAL CLINIC: COMMON UTILITY ROOM:	3,532 S.F. 6,525 S.F. 143 S.F.
	TOTAL (N) BUILDING AREA:	10,200 S.F. (NO CHANGE IN BUILDING AREA)
OCCUPANCY:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - NEW MEDICAL CLINIC:	'B' OCCUPANCY 'B' OCCUPANCY (NO CHANGE IN BUILDING OCCUPANCY)
CONSTRUCTION:	EXISTING - TYPE V-B NON-SPRINKLERED	
FIRE SPRINKLERS:	NONE	

3221 S MOONEY BLVD EXISTING PARKING BASED ON EXISTING TENANT MIX:

CURRENT EXISTING BUILDING TENANT SUITE AREA & PARKING SUMMARY				
SUITE #	AREA (S.F.)	USE	PARKING	
SUITE 'A'	3,532 S.F.	MEDICAL (E) ASPEN DENTAL	1 STALL / 200 S.F. (MEDICAL) = 17.66 STALLS	
SUITE 'B'	6,525 S.F.	VACANT	1 STALL / 300 S.F. (RETAIL) = 21.75 STALLS	
TOTAL			TOTAL REQUIRED:	39.41 STALLS (40 STALLS) PER BASE CODE LESS 8 STALLS PER APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 WHICH ALLOWS FOR 20% REDUCTION EQUALS 32 TOTAL STALLS
			TOTAL PROVIDED:	35 STALLS*
			* (3 STALLS MORE PROVIDED THAN REQUIRED BY BASE CODE WITH APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 - A 20% REDUCTION THAT REQUIRES 32 STALLS).	

3221 S MOONEY BLVD PROPOSED PARKING BASED ON NEW TENANT MIX:

CURRENT EXISTING BUILDING TENANT SUITE AREA & PARKING SUMMARY				
SUITE #	AREA (S.F.)	USE	PARKING	
SUITE 'A'	3,532 S.F.	MEDICAL (E) ASPEN DENTAL	1 STALL / 200 S.F. (MEDICAL) = 17.66 STALLS	
SUITE 'B'	6,525 S.F.	MEDICAL (N) MEDICAL CLINIC	1 STALL / 200 S.F. (RETAIL) = 32.62 STALLS	
TOTAL			TOTAL REQUIRED:	50.28 STALLS (51 STALLS) PER BASE CODE LESS 10 STALLS PER APPROVED ADMIN. PARKING ADJUSTMENT 2012-04 WHICH ALLOWS FOR 20% REDUCTION EQUALS 41 TOTAL STALLS
			TOTAL PROVIDED:	40 STALLS ON-SITE PLUS 10 STALLS FROM CROSS ACCESS PARKING FROM 3103 S MOONEY BLVD FOR 50 TOTAL STALLS*
			* (9 STALLS MORE PROVIDED THAN REQUIRED BY BASE CODE WITH APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 - A 20% REDUCTION THAT REQUIRES 41 STALLS).	

3103 S MOONEY BLVD PROPOSED PARKING:

CURRENT EXISTING BUILDING TENANT SUITE AREA & PARKING SUMMARY				
SUITE #	AREA (S.F.)	USE	PARKING	
-	4,123 S.F.	RESTAURANT	1 STALL / 150 S.F. (RESTAURANT) = 28 STALLS	
TOTAL			TOTAL REQUIRED:	28 TOTAL STALLS
			TOTAL PROVIDED:	31 TOTAL STALLS*
			* (REFLECTS TOTAL AFTER 10 STALLS ARE SHARED WITH CROSS ACCESS / SHARED PARKING WITH 3221 S MOONEY BLVD.	

APPLICABLE BUILDING CODES & STANDARDS

2019 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (C.C.R.)
2019 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
2019 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
2019 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
2019 CALIFORNIA ENERGY CODE (CEEC), PART 6, TITLE 24 C.C.R.
2019 CALIFORNIA ELEVATOR CODE, PART 7, TITLE 24 C.C.R.
2019 CALIFORNIA HISTORICAL BUILDING CODE (CHC), PART 8, TITLE 24 C.C.R.
2019 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R.
2019 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 C.C.R.
2019 CALIFORNIA GREEN STANDARD CODE (CALGreen), PART 11, TITLE 24 C.C.R.
2019 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 C.C.R.
TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

PARTIAL LIST OF APPLICABLE STATE STANDARDS

NFPA 13, AUTOMATIC SPRINKLER SYSTEMS, (CA AMENDED) 2019 EDITION
NFPA 72, NATIONAL FIRE ALARM CODE, (CA AMENDED) 2019 EDITION

EXITING:
NOTE: THIS BUILDING OR SPACE SHALL PROVIDE A READILY DISTINGUISHABLE MEANS OF EGRESS COMPLYING WITH CHAPTER 10 AND CHAPTER 11 (WHERE APPLICABLE FOR ACCESSIBILITY PURPOSE) OF THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE. THE EXIT SYSTEM SHALL MAINTAIN A CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED PATH OF EXIT TRAVEL FROM ANY OCCUPIED POINT WITHIN THE BUILDING TO A PUBLIC WAY.

SET ISSUED:
09-23-2021 SITE PLAN REVIEW (SPR)
10-05-2021 CONDITIONAL USE PERMIT(CUP)
11-08-2021 UPDATE TO (CUP) CONDITIONAL USE PERMIT

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS ARE OWNED BY, AND THE PROPERTY OF DESIGN TEAM. THE USE OF THESE PLANS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED, AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH DESIGN TEAM AND VISUAL CONTACT WITH THEM CONSTITUTES PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.

DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS.

AVE MOONEY LLC

3221 S MOONEY BLVD, SUITE B
NEW MEDICAL CLINIC

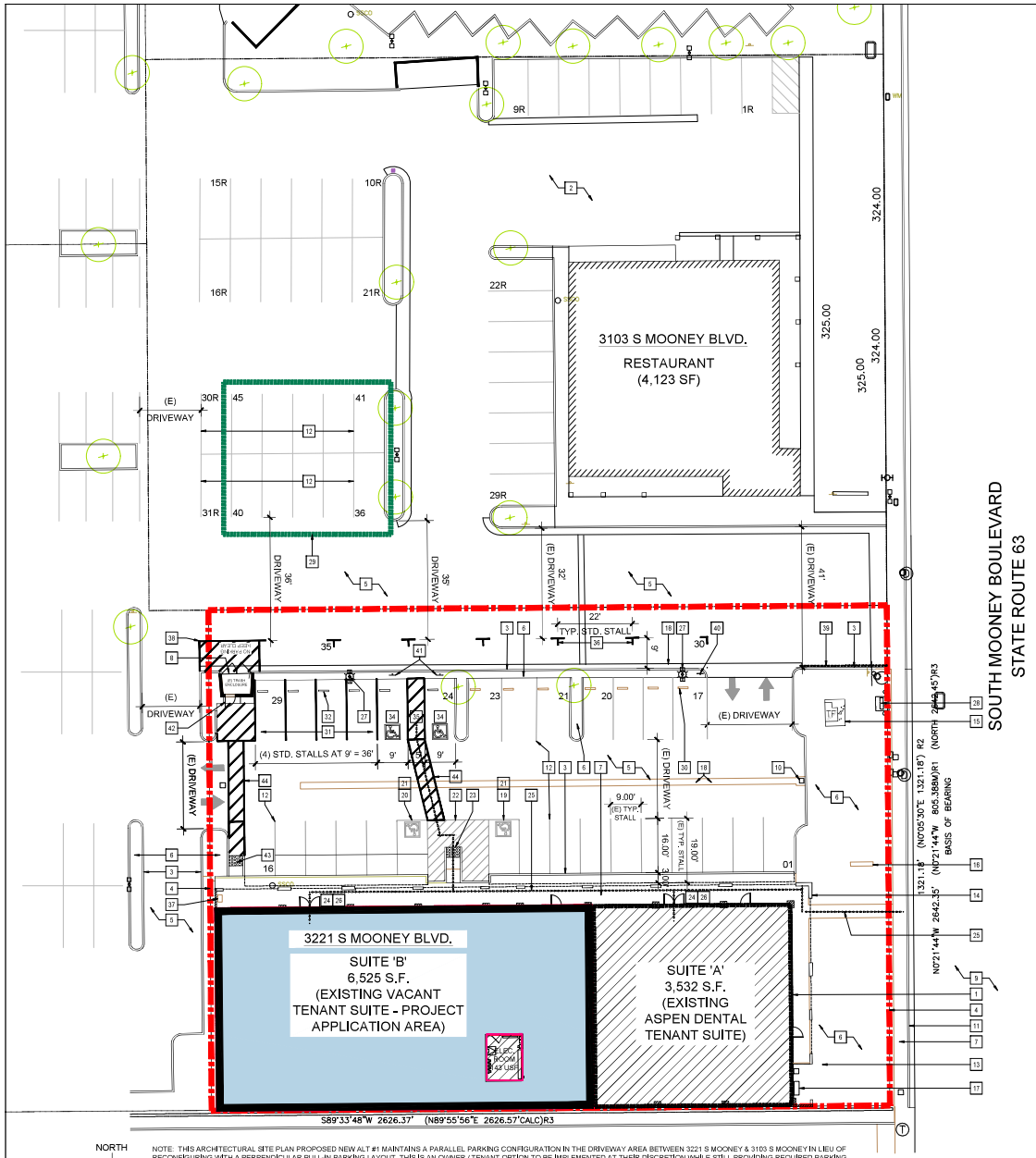
3221 S MOONEY BLVD, SUITE B
VISALIA, CA 93277
A.P.N. NO.: 121-100-054

JOB NO.: 2021-01

SHEET NAME: SITE PLAN - PROPOSED NEW

SHEET NO.: A101

FILE NAME:



NORTH

NOTE: THIS ARCHITECTURAL SITE PLAN PROPOSED NEW ALT #1 MAINTAINS A PARALLEL PARKING CONFIGURATION IN THE DRIVEWAY AREA BETWEEN 3221 S MOONEY & 3103 S MOONEY IN LIEU OF RECONFIGURING WITH A PERPENDICULAR PULL-IN PARKING LAYOUT. THIS IS AN OWNER / TENANT OPTION TO BE IMPLEMENTED AT THEIR DISCRETION WHILE STILL PROVIDING REQUIRED PARKING.

3

ARCHITECTURAL SITE PLAN - PROPOSED NEW ALT #1

SCALE: 1/16"=1'-0"

0' 5' 10' 20' 40' 80' 160'

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES EXISTING BUILDING FOOTPRINT TO REMAIN INTACT.
2. EXISTING ADJACENT PARCEL - N.I.C. PROTECT FROM DAMAGE.
3. EXISTING CONCRETE CURB TO REMAIN INTACT - PROTECT FROM DAMAGE.
4. EXISTING PROPERTY LINE.
5. EXISTING A.C. PAVED PARKING LOT / DRIVE AISLE TO REMAIN INTACT - PROTECT FROM DAMAGE.
6. EXISTING LANDSCAPE AREA TO REMAIN INTACT - PROTECT FROM DAMAGE.
7. EXISTING CONCRETE WALKWAY TO REMAIN INTACT - PROTECT FROM DAMAGE.
8. EXISTING TRASH ENCLOSURE TO REMAIN INTACT - PROTECT FROM DAMAGE.
9. EXISTING A.C. PAVED PUBLIC ROAD TO REMAIN INTACT - PROTECT FROM DAMAGE.
10. EXISTING STORM DRAIN INLET TO REMAIN INTACT - PROTECT FROM DAMAGE.
11. EXISTING CONCRETE CURB AND GUTTER IN PUBLIC RIGHT OF WAY TO REMAIN INTACT - PROTECT FROM DAMAGE.
12. EXISTING 4" WIDE PAINTED PARKING STALL STRIPING TO REMAIN INTACT - PROTECT FROM DAMAGE.
13. INDICATES SETBACK LINE SHOWN FOR REFERENCE ONLY.
14. APPROXIMATE LOCATION OF EXISTING BUILDING WALL MOUNTED ADDRESS NUMBERS.
15. EXISTING PG&E ELECTRICAL TRANSFORMER TO REMAIN INTACT - PROTECT FROM DAMAGE.
16. EXISTING MULTI-TENANT MONUMENT SIGN TO REMAIN INTACT - PROTECT FROM DAMAGE.
17. EXISTING GAS METERS TO REMAIN INTACT - PROTECT FROM DAMAGE.
18. INDICATES EXISTING CONCRETE VALLEY GUTTER TO REMAIN INTACT - PROTECT FROM DAMAGE.
19. EXISTING "VAN"ACCESSIBLE PARKING STALL TO REMAIN INTACT.
20. EXISTING "STANDARD" ACCESSIBLE PARKING STALL TO REMAIN INTACT.
21. EXISTING INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT.
22. EXISTING "VAN" & "STANDARD" ACCESSIBLE LOADING/UNLOADING ZONE.
23. EXISTING ACCESSIBLE CURB RAMP WITH TRUNCATED DOMES.
24. EXISTING INTERNATIONAL SYMBOL OF ACCESSIBILITY DECAL AT ALL PRIMARY PUBLIC ENTRANCES.
25. EXISTING ACCESSIBLE PATH OF TRAVEL INDICATOR ARROWS. ARROWS SHOWN ON PLAN ARE FOR REFERENCE ONLY AND NOT FOR PHYSICAL APPLICATION. WALKWAY ALONG ACCESSIBLE PATH OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVE A MAX. 1/2" CHANGE IN ELEVATION, MIN. 48" IN WIDTH, HAVE MAX. 1/4" PER FOOT CROSS SLOPES, AND WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (1:20) SHALL HAVE RAMPS COMPLYING WITH CBC SECTION 11338.7.
26. EXISTING EXTERIOR WALKWAY AND DOOR LANDINGS SHALL NOT EXCEED 1/4" PER FOOT (2%) UP TO DOOR'S THRESHOLD FOR A MIN. DISTANCE OF 5'-0" OUT FROM THE DOOR OPENING. TYPICAL AT ALL EXTERIOR DOORS U.O.N.
27. EXISTING SITE LIGHTING POLE AND BASE TO REMAIN INTACT.
28. EXISTING BACKFLOW DEVICE TO REMAIN INTACT.
29. AREA INDICATES CROSS ACCESS PARKING FROM 3103 S MOONEY BLVD FOR 3221 S MOONEY BLVD ACCOUNTING FOR A TOTAL OF 10 PARKING STALLS. (BOTH PROPERTIES UNDER SAME OWNERSHIP).
30. EXISTING CONCRETE WHEEL STOP TO REMAIN INTACT.
31. NEW 4" WIDE PAINTED PARKING STALL STRIPING FOR STANDARD PARKING STALLS.
32. RELOCATED CONCRETE WHEEL STOP AT RECONFIGURED PARKING STALLS.
33. NEW "STANDARD" ACCESSIBLE PARKING STALL.
34. NEW INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT.
35. NEW "STANDARD" ACCESSIBLE LOADING/UNLOADING ZONE.
36. NEW 4" WIDE PAINTED PARKING STALL STRIPING FOR STANDARD PARALLEL PARKING STALLS.
37. EXISTING ACCESSIBLE MULTI-TENANT PEDESTAL COMMERCIAL MAILBOX TO REMAIN INTACT.
38. NEW WHITE DIAGONALLY STRIPED NO PARKING PAVEMENT MARKINGS.
39. PROVIDE NEW RED PAINTED CONCRETE CURB WITH WHITE LETTERING STATING NO PARKING.
40. PROVIDE NEW "DISABLED PARKING ENTRY" SIGN ("VEHICLE TOW-AWAY" SIGN) (17" x 22") AND A "NOTICE ALL ROADS ARE FIRE LANES" ENTRANCE SIGN (18" x 24") INSTALLED TOGETHER FOR VEHICLES ENTERING INTO THE PARKING LOT AT ALL DRIVEWAY ENTRANCES.
41. NEW "STANDARD" ACCESSIBLE STALL POLE MOUNTED SIGNAGE.
42. NEW 3'-0" WIDE PEDESTRIAN ACCESS GATE TO TRASH ENCLOSURE TO MATCH EXISTING SERVICE GATE MATERIAL. PROVIDE MIN. 5'-0" CONCRETE WALKWAY OUTSIDE OF PEDESTRIAN ACCESS GATE CONNECTING TO AND FLUSH WITH AC PAVEMENT.
43. NEW 4'-0" MIN. WIDE ACCESSIBLE CONCRETE CURB RAMP.
44. PROVIDE NEW 4'-0" MIN. WIDE STRIPE ACCESSIBLE PATH PAVEMENT MARKINGS.

GENERAL NOTES

1. CONTRACTOR SHALL RECONSTRUCT ALL DAMAGED CURB, GUTTER AND SIDEWALK ALONG THE SITE'S STREET FRONTAGE.

2. "FIRE LANE" SIGNS ARE REQUIRED TO BE INSTALLED AT EACH ENTRANCE IN LOCATIONS WHERE VEHICLE PARKING WOULD ENCROACH ON THE REQUIRED 24-0" CLEAR WIDTH OF ROADWAY. ALL RAISED CURBS AT THESE LOCATIONS SHALL BE PAINTED RED WITH "FIRE LANE - NO PARKING ANYTIME" STENCILED 4" HIGH AT 30'-0" INTERVALS PER JURISDICTION STANDARDS.

3. APPROVED NUMBERS AND/OR LETTERS SHALL BE PLACED ON ALL BUILDINGS TO BE VISIBLE FROM THE STREET, WITH THE COLOR CONTRASTING THE BACKGROUND. ADDRESS POSTING IS REQUIRED ON BUILDING. FIRE DEPARTMENT ACCESS AND ON ALL REAR DOORS. INDIVIDUAL NUMERALS TO BE A MINIMUM OF 4" HIGH, 6" HIGH x 3/4" STROKE; 9" HIGH x 1-1/4" STROKE WHEN 35-50' FROM ACCESS; 12" HIGH x 1-1/2" STROKE WHEN OVER 50' FROM ACCESS.

4. CONTRACTOR SHALL PATCH AC PAVING AS REQUIRED AFTER TO ACCOMMODATE NEW WORK. CONTRACTOR SHALL CLEAN, PRESSURE WASH AND SLURRY SEAL EXISTING PARKING LOT PRIOR TO INSTALLING NEW PAVEMENT MARKINGS. CONTRACTOR SHALL ALLOW FOR RE-STRIPING ENTIRE PARKING LOT.

5. VERIFY IF BUILDING EXISTING WALL MOUNTED "KNOX BOX". IF NONE EXISTS, PROVIDE NEW WALL MOUNTED "KNOX BOX" PER FIRE DEPARTMENT REQUIREMENTS. CONTRACTOR SHALL VERIFY "KNOX BOX" REQUIREMENTS AND EXACT LOCATION WITH FIRE DEPARTMENT PRIOR TO INSTALLATION.

PROJECT INFORMATION

PROJECT: MEDICAL CLINIC

PROJECT DESCRIPTION: NEW 6,525 S.F. MEDICAL CLINIC INTERIOR TENANT IMPROVEMENT TO BACKFILL THE VACANT SUITE IN AN EXISTING 10,200 S.F. SINGLE STORY MULTI-TENANT COMMERCIAL BUILDING (OTHER TENANT IS AN APPROVED DENTISTRY PRACTICE) LOCATED WITHIN THE C-R (REGIONAL COMMERCIAL ZONE). THE SITE IS FULL DEVELOPED AND SERVED BY ALL PUBLIC UTILITIES. THE PROJECT CONSISTS OF INTERIOR TENANT IMPROVEMENTS AND PARKING LOT STRIPING MODIFICATIONS.

LOCATION: 3221 S MOONEY BLVD., SUITE 'B' VISALIA, CA 93277

APN: 121-100-054

PROPOSED PROJECT AREA:	SUITE 'B' - NEW MEDICAL CLINIC INTERIOR TENANT IMPROVEMENT	6,525 S.F.
(E) SITE AREA:	29,500 S.F. (0.67 ACRES	
(E) BUILDING AREA:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - VACANT: COMMON UTILITY ROOM:	3,532 S.F. 6,525 S.F. 143 S.F.
	TOTAL (E) BUILDING AREA:	10,200 S.F
PROPOSED BUILDING AREA:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - NEW MEDICAL CLINIC: COMMON UTILITY ROOM:	3,532 S.F. 6,525 S.F. 143 S.F.
	TOTAL (N) BUILDING AREA:	10,200 S.F. (NO CHANGE IN BUILDING AREA)
OCCUPANCY:	SUITE 'A' - EXISTING ASPEN DENTAL (MEDICAL): SUITE 'B' - NEW MEDICAL CLINIC:	'B' OCCUPANCY 'B' OCCUPANCY (NO CHANGE IN BUILDING OCCUPANCY)

CONSTRUCTION: EXISTING - TYPE V-B NON-SPRINKLERED

FIRE SPRINKLERS: NONE

3221 S MOONEY BLVD EXISTING PARKING BASED ON EXISTING TENANT MIX:

CURRENT EXISTING BUILDING TENANT SUITE AREA & PARKING SUMMARY				
SUITE #	AREA (S.F.)	USE	PARKING	
SUITE 'A'	3,532 S.F.	MEDICAL (E) ASPEN DENTAL	1 STALL / 200 S.F. (MEDICAL) = 17.66 STALLS	
SUITE 'B'	6,525 S.F.	VACANT	1 STALL / 300 S.F. (RETAIL) = 21.75 STALLS	
TOTAL			TOTAL REQUIRED:	39.41 STALLS (40 STALLS) PER BASE CODE LESS 8 STALLS PER APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 WHICH ALLOWS FOR 20% REDUCTION EQUALS 32 TOTAL STALLS
			TOTAL PROVIDED:	35 STALLS*
			* (3 STALLS MORE PROVIDED THAN REQUIRED BY BASE CODE WITH APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 - A 20% REDUCTION THAT REQUIRES 32 STALLS).	

3221 S MOONEY BLVD PROPOSED PARKING (ALT #1) BASED ON NEW TENANT MIX:

CURRENT EXISTING BUILDING TENANT SUITE AREA & PARKING SUMMARY				
SUITE #	AREA (S.F.)	USE	PARKING	
SUITE 'A'	3,532 S.F.	MEDICAL (E) ASPEN DENTAL	1 STALL / 200 S.F. (MEDICAL) = 17.66 STALLS	
SUITE 'B'	6,525 S.F.	MEDICAL (N) MEDICAL CLINIC	1 STALL / 200 S.F. (RETAIL) = 32.62 STALLS	
TOTAL			TOTAL REQUIRED:	50.28 STALLS (51 STALLS) PER BASE CODE LESS 10 STALLS PER APPROVED ADMIN. PARKING ADJUSTMENT 2012-04 WHICH ALLOWS FOR 20% REDUCTION EQUALS 41 TOTAL STALLS
			TOTAL PROVIDED: (ALT #1)	35 STALLS ON-SITE PLUS 10 STALLS FROM CROSS ACCESS PARKING FROM 3103 S MOONEY BLVD FOR 45 TOTAL STALLS*
			* (4 STALLS MORE PROVIDED THAN REQUIRED BY BASE CODE WITH APPROVED ADMIN. PARKING ADJUSTMENT NO. 2012-04 - A 20% REDUCTION THAT REQUIRES 41 STALLS).	

3103 S MOONEY BLVD PROPOSED PARKING:

CURRENT EXISTING BUILDING TENANT SUITE AREA & PARKING SUMMARY				
SUITE #	AREA (S.F.)	USE	PARKING	
-	4,123 S.F.	RESTAURANT	1 STALL / 150 S.F. (RESTAURANT) = 28 STALLS	
TOTAL			TOTAL REQUIRED:	28 TOTAL STALLS
			TOTAL PROVIDED:	31 TOTAL STALLS*
			* (REFLECTS TOTAL AFTER 10 STALLS ARE SHARED WITH CROSS ACCESS / SHARED PARKING WITH 3221 S MOONEY BLVD.	

APPLICABLE BUILDING CODES & STANDARDS

2019 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (C.C.R.)
2019 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
2019 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
2019 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
2019 CALIFORNIA ENERGY CODE (CEEC), PART 6, TITLE 24 C.C.R.
2019 CALIFORNIA ELEVATOR CODE, PART 7, TITLE 24 C.C.R.
2019 CALIFORNIA HISTORICAL BUILDING CODE (CHC), PART 8, TITLE 24 C.C.R.
2019 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R.
2019 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 C.C.R.
2019 CALIFORNIA GREEN STANDARD CODE (CALGreen), PART 11, TITLE 24 C.C.R.
2019 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 C.C.R.
TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

PARTIAL LIST OF APPLICABLE STATE STANDARDS

NFPA 13, AUTOMATIC SPRINKLER SYSTEMS, (CA AMENDED) 2019 EDITION
NFPA 72, NATIONAL FIRE ALARM CODE, (CA AMENDED) 2019 EDITION

EXITING:
NOTE: THIS BUILDING OR SPACE SHALL PROVIDE A READILY DISTINGUISHABLE MEANS OF EGRESS COMPLYING WITH CHAPTER 10 AND CHAPTER 11 (WHERE APPLICABLE FOR ACCESSIBILITY PURPOSE) OF THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE. THE EXIT SYSTEM SHALL MAINTAIN A CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED PATH OF EXIT TRAVEL FROM ANY OCCUPIED POINT WITHIN THE BUILDING TO A PUBLIC WAY.

SET ISSUED
09-23-2021 SITE PLAN REVIEW (SPR)
10-05-2021 CONDITIONAL USE PERMIT (CUP)
11-08-2021 UPDATE TO (CUP) CONDITIONAL USE PERMIT

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS ARE OWNED BY AND THE PROPERTY OF DESIGN TEAM. THE USE OF THESE PLANS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED, AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY METHOD OR FORM, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH DESIGN TEAM. AND VISUAL CONTACT WITH THEM CONSTITUTES PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.

DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

AVE MOONEY LLC

3221 S MOONEY BLVD, SUITE B
NEW MEDICAL CLINIC

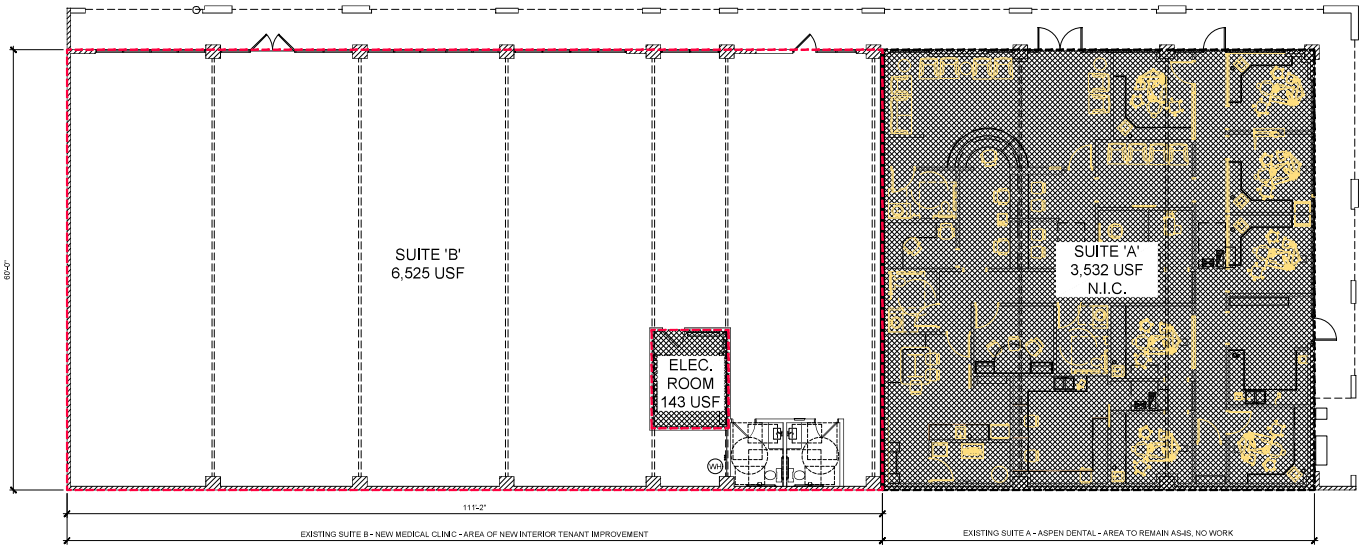
3221 S MOONEY BLVD, SUITE B
VISALIA, CA 93277
A.P.N.: 121-100-054

JOB NO.: 2021-01

SHEET NAME: SITE PLAN - PROPOSED NEW - ALT #1

SHEET NO.: A102

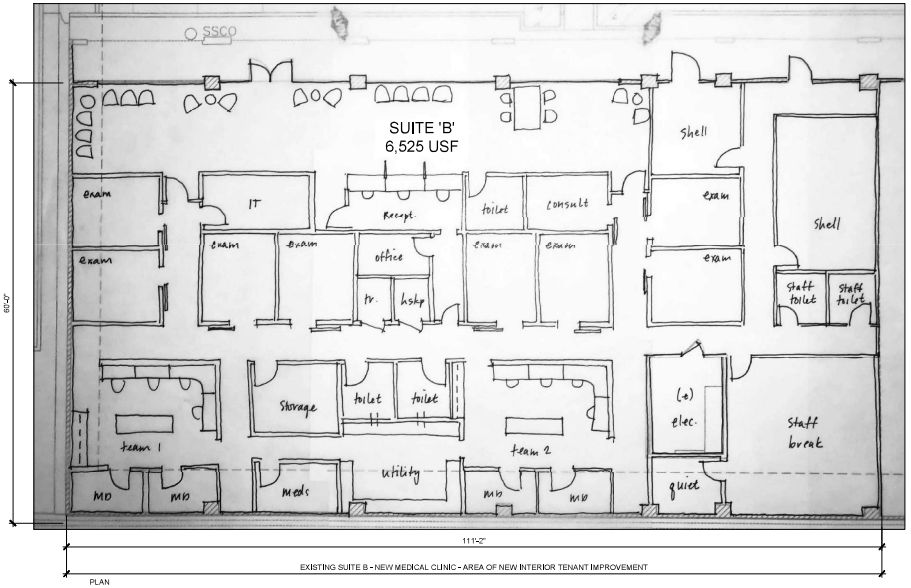
FILE NAME:



PLAN NORTH

1 EXISTING OVERALL BUILDING FLOOR PLAN

SCALE: 1/8"=1'-0"



PLAN NORTH

2 PROPOSED NEW FLOOR PLAN SUITE B

SCALE: 1/8"=1'-0"

SET ISSUED

09-23-2021 SITE PLAN REVIEW (SPR)
10-05-2021 CONDITIONAL USE PERMIT (CUP)
11-08-2021 UPDATE TO (CUP) CONDITIONAL USE PERMIT

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DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

AVE MOONEY LLC

3221 S MOONEY BLVD, SUITE B
NEW MEDICAL CLINIC

3221 S MOONEY BLVD, SUITE B
VISALIA, CA 93277
A-P-N. NO.: 121-100-054

JOB NO.:
2021-01

SHEET NAME:
EXISTING & PROPOSED FLOOR PLANS

SHEET NO.:
A200

FILE NAME:

OROSCO GROUP

November 9, 2021

City of Visalia
Rafael Garcia
Senior Planner
Community Development Department
315 E. Acequia Ave.
Visalia, CA 93291
Tel: (559) 713-4031
Email: Rafael.Garcia@visalia.city

Re: 3221 S Mooney Blvd Suite B, Visalia, CA – Medical Clinic Operational Statement

Dear Mr. Garcia,

The proposed new 6,526 s.f. medical clinic will be located in an existing 10,200 s.f. single story multi-tenant commercial building at 3221 S Mooney Blvd, Suite B, Visalia, CA. The site is fully developed and served by all public utilities.

The user is a leading provider of high-quality healthcare services, including pediatric and adult primary care services, to thousands of women, men, and children throughout California every year, by investing in communities, expanding healthcare to all.

This medical clinic will initially operate Monday through Friday generally from 9:00am to 5:00pm, with potential to expand to weekend hours, including Saturday from 9:00am to 2:00pm, depending on volume. It is expected to receive as many as 40 patients per day. To provide these services, it is anticipated that at least seven to 10 full-time employees will be needed which will include two onsite physicians. There are no unique or specific traffic patterns that will require accommodations for operations, patients, or employees. Operations do not require truck deliveries.

Sincerely,

Matt Nohr
Director of Development

10 Harris Court, B-1 Monterey, CA 93940
(831) 649 - 0220 tel (831) 649 - 0394 fax

City of Visalia

315 E. Acequia Ave., Visalia, CA 93291

Site Plan Review

October 27, 2021

Site Plan Review No. 21-180:

Pursuant to Zoning Ordinance Chapter 17.28 the Site Plan Review process has found that your application complies with the general plan, municipal code, policies, and improvement standards of the city. A copy of each Departments/Divisions comments that were discussed with you at the Site Plan Review meeting are attached to this document.

Based upon Zoning Ordinance Section 17.28.070, this is your Site Plan Review determination. However, your project requires discretionary action as stated on the attached Site Plan Review comments. You may now proceed with filing discretionary applications to the Planning Division.

This is your Site Plan Review Permit; your Site Plan Review became effective **September 29, 2021**. A site plan review permit shall lapse and become null and void one year following the date of approval unless, prior to the expiration of one year, a building permit is issued by the building official, and construction is commenced and diligently pursued toward completion.

If you have any questions regarding this action, please call the Community Development Department at (559) 713-4359.

Respectfully,

Paul Bernal
Community Development Director
315 E. Acequia Ave.
Visalia, CA 93291

Attachment(s):

- Site Plan Review Comments

City of Visalia

315 E. Acequia Ave., Visalia, CA 93291

Planning Division

Tel: (559) 713-4359; Fax: (559) 713-4814

MEETING DATE	September 29, 2021
SITE PLAN NO.	2021-180
PARCEL MAP NO.	
SUBDIVISION	
LOT LINE ADJUSTMENT NO.	

Enclosed for your review are the comments and decisions of the Site Plan Review committee. Please review all comments since they may impact your project.

☐ **RESUBMIT** Major changes to your plans are required. Prior to accepting construction drawings for building permit, your project must return to the Site Plan Review Committee for review of the revised plans.

☐ During site plan design/policy concerns were identified, schedule a meeting with

☐ Planning ☐ Engineering prior to resubmittal plans for Site Plan Review.

☐ Solid Waste ☐ Parks and Recreation ☐ Fire Dept.

☒ **REVISE AND PROCEED** (see below)

☐ A revised plan addressing the Committee comments and revisions must be submitted for Off-Agenda Review and approval prior to submitting for building permits or discretionary actions.

☐ Submit plans for a building permit between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

☐ Your plans must be reviewed by:

☐ CITY COUNCIL
☐ Annexation

☐ REDEVELOPMENT

☒ PLANNING COMMISSION
☒ CUP

☐ PARK/RECREATION

☐ HISTORIC PRESERVATION

☐ OTHER – LAFCO - Annexation

☒ **ADDITIONAL COMMENTS:**

If you have any questions or comments, please call the Site Plan Review Hotline at (559) 713-4440

Site Plan Review Committee

BUILDING/DEVELOPMENT PLAN REQUIREMENTS
ENGINEERING DIVISION

☒ **Adrian Rubalcaba 713-4271**
☐ **713-**

ITEM NO: 10 DATE: SEPTEMBER 29, 2021

SITE PLAN NO.:	**21-180**
PROJECT TITLE:	**MEDICAL CLINIC**
DESCRIPTION:	**6526 SF MEDICAL CLINIC IN AN EXISTING 10,200 SINGLE STORY, MULTI-TENANT COMMERCIAL BUILDING (CR)**
APPLICANT:	**MATT NOHR**
PROP OWNER:	**AVE MOONEY LLC**
LOCATION:	**3221 S MOONEY BLVD**
APN:	**121-100-054**

SITE PLAN REVIEW COMMENTS

☒ REQUIREMENTS (indicated by checked boxes)
☐ Install curb return with ramp, with radius;
☐ Install curb; ☐ gutter
☐ Drive approach size: ☐ Use radius return;
☒ Sidewalk: width; ☐ parkway width at ***PROVIDE ACCESSIBILITY ONSITE***
☒ Repair and/or replace any sidewalk across the public street frontage(s) of the subject site that has become uneven, cracked or damaged and may constitute a tripping hazard.
☒ Replace any curb and gutter across the public street frontage(s) of the subject site that has become uneven and has created areas where water can stand.
☐ Right-of-way dedication required. A title report is required for verification of ownership.
☐ Deed required prior to issuing building permit;
☒ City Encroachment Permit Required. ***FOR ALL WORK NECESSARY IN THE PUBLIC RIGHT-OF-WAY*** Insurance certificate with general & auto liability ($1 million each) and workers compensation ($1 million), valid business license, and appropriate contractor's license must be on file with the City, and valid Underground Service Alert # provided prior to issuing the permit. Contact Encroachment Tech. at 713-4414.
☒ CalTrans Encroachment Permit required. ☒ CalTrans comments required prior to issuing building permit. Contacts: David Deel (Planning) 488-4088;
☐ Landscape & Lighting District/Home Owners Association required prior to approval of Final Map. Landscape & Lighting District will maintain common area landscaping, street lights, street trees and local streets as applicable. Submit completed Landscape and Lighting District application and filing fee a min. of 75 days before approval of Final Map.
☐ Landscape & irrigation improvement plans to be submitted for each phase. Landscape plans will need to comply with the City's street tree ordinance. The locations of street trees near intersections will need to comply with Plate SD-1 of the City improvement standards. A street tree and landscape master plan for all phases of the subdivision will need to be submitted with the initial phase to assist City staff in the formation of the landscape and lighting assessment district.
☐ Grading & Drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and street grades. ☐ Prepared by registered civil engineer or project architect. ☐ All elevations shall be based on the City's benchmark network. Storm run-off from the project shall be handled as follows: a) ☐ directed to the City's existing storm drainage system; b) ☐ directed to a permanent on-site basin; or c) ☐ directed to a temporary on-site basin is required until a connection with adequate capacity is available to the City's storm drainage system. On-site basin: : maximum side slopes, perimeter fencing required, provide access ramp to bottom for maintenance.
☐ Grading permit is required for clearing and earthwork performed prior to issuance of the building permit.
☒ Show finish elevations. (Minimum slopes: A.C. pavement = 1%, Concrete pavement = 0.25%. Curb & Gutter = 0.20%, V-gutter = 0.25%)
☐ Show adjacent property grade elevations. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.
☐ All public streets within the project limits and across the project frontage shall be improved to their full width, subject to available right of way, in accordance with City policies, standards and specifications.
☐ Traffic indexes per city standards:

☐Install street striping as required by the City Engineer.
☒Install landscape curbing (typical at parking lot planters).
☒Minimum paving section for parking: 2" asphalt concrete paving over 4" Class 2 Agg. Base, or 4" concrete pavement over 2" sand.
☐Design Paving section to traffic index of 5.0 min. for solid waste truck travel path.
☐Provide "R" value tests: each at
☐Written comments required from ditch company Contacts: James Silva 747-1177 for Modoc, Persian, Watson, Oakes, Flemming, Evans Ditch and Peoples Ditch; Jerry Hill 686-3425 for Tulare Irrigation Canal, Packwood and Cameron Creeks; Bruce George 747-5601 for Mill Creek and St. John's River.
☐Access required on ditch bank, 15' minimum ☐ Provide wide riparian dedication from top of bank.
☐Show Valley Oak trees with drip lines and adjacent grade elevations. ☐ Protect Valley Oak trees during construction in accordance with City requirements.
☐A permit is required to remove Valley Oak trees. Contact Public Works Admin at 713-4428 for a Valley Oak tree evaluation or permit to remove. ☐ A pre-construction conference is required.
☐Relocate existing utility poles and/or facilities.
☐Underground all existing overhead utilities within the project limits. Existing overhead electrical lines over 50kV shall be exempt from undergrounding.
☐Subject to existing Reimbursement Agreement to reimburse prior developer:
☒ Fugitive dust will be controlled in accordance with the applicable rules of San Joaquin Valley Air District's Regulation VIII. Copies of any required permits will be provided to the City.
☒ If the project requires discretionary approval from the City, it may be subject to the San Joaquin Valley Air District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application will be provided to the City.
☐If the project meets the one acre of disturbance criteria of the State's Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is needed. A copy of the approved permit and the SWPPP will be provided to the City.

☐Comply with prior comments. ☐Resubmit with additional information. ☒Redesign required.

Additional Comments:

1. Proposed medical use within existing retail commercial building will incur development impact fees. Refer to page 3 for applicable fees and summary.

2. Provide upgrades to accessibility onsite per City standards.

3. Comply with City parking lot standards. As shown, refresh and install striping/signage accordingly.

4. Comply with City parking lot standards.

5. Red painting of the curb on the south side of drive aisle, between Mooney right-of-way & first onsite drive way will be required.

6. A building permit is required, standard plan check and inspection fees will apply.

SUMMARY OF APPLICABLE DEVELOPMENT IMPACT FEES

Site Plan No: **21-180**
Date: **9/29/2021**

Summary of applicable Development Impact Fees to be collected at the time of building permit:

(Preliminary estimate only! Final fees will be based on the development fee schedule in effect at the time of building permit issuance.)

(Fee Schedule Date:**8/21/2021**)
(Project type for fee rates:**MED OFFICE**)

☒ Existing uses may qualify for credits on Development Impact Fees. **RETAIL + INFILL**

FEE ITEM	FEE RATE
☐ Groundwater Overdraft Mitigation Fee	
☒ Transportation Impact Fee	**$16,772/1KSF - ($15,391CR) = $1,381** **REDUCE BY 25% (INFILL) = $1,035.75** **$1,035.75/1KSF X 6.5 = $6,732**
☒ Trunk Line Capacity Fee	**[$103/1KSF - ($26.40CR)] X 6.5 = $498** **TREATMENT PLANT FEE: [$244/1KSF - ($58CR)] X 6.5 = $1,209**
☐ Sewer Front Foot Fee	
☐ Storm Drain Acq/Dev Fee	
☐ Park Acq/Dev Fee	
☐ Northeast Specific Plan Fees	
☐ Waterways Acquisition Fee	
☐ Public Safety Impact Fee: Police	
☐ Public Safety Impact Fee: Fire	
☐ Public Facility Impact Fee	
☐ Parking In-Lieu	

Reimbursement:

1.) No reimbursement shall be made except as provided in a written reimbursement agreement between the City and the developer entered into prior to commencement of construction of the subject facilities.
2.) Reimbursement is available for the development of arterial/collector streets as shown in the City's Circulation Element and funded in the City's transportation impact fee program. The developer will be reimbursed for construction costs and right of way dedications as outlined in Municipal Code Section 16.44. Reimbursement unit costs will be subject to those unit costs utilized as the basis for the transportation impact fee.
3.) Reimbursement is available for the construction of storm drain trunk lines and sanitary sewer trunk lines shown in the City's Storm Water Master Plan and Sanitary Sewer System Master Plan. The developer will be reimbursed for construction costs associated with the installation of these trunk lines.

Adrian Rubalcaba

SITE PLAN REVIEW COMMENTS

Cristobal Carrillo, Planning Division, 559-713-4443
Date: September 29, 2021

SITE PLAN NO:	2021-180
PROJECT TITLE:	Medical Clinic
DESCRIPTION:	6526 sf Medical Clinic in an Existing 10,200 sf Single Story, Multi-Tenant Commercial Building. (C-R)
APPLICANT:	Matt Nohr
PROP. OWNER:	Ave Mooney LLC
LOCATION TITLE:	3221 S. Mooney Blvd.
APN TITLE:	121-100-054
GENERAL PLAN:	Regional Commercial
EXISTING ZONING:	C-R (Regional Commercial)

Planning Division Recommendation:

☒ Revise and Proceed
☐ Resubmit

Project Requirements

- Conditional Use Permit
- Building Permit
- Additional Information as Needed

PROJECT SPECIFIC INFORMATION: September 29, 2021

1. A Conditional Use Permit shall be required.
2. Floor plans shall be provided.
3. Building elevations shall be provided.
4. A Landscape plan shall be provided.
5. An Operational Statement shall be provided.
6. Parking onsite is insufficient to support both the use and existing dental clinic onsite. The applicant shall either enter into a Shared Parking/Use Agreement with an adjacent site to provide additional parking, or shall demonstrate with the Conditional Use Permit submittal that previously approved Administrative Adjustments have reduced parking demand sufficiently to allow establishment of the clinic use.

Notes:

1. The applicant shall contact the San Joaquin Valley Air Pollution Control District to verify whether additional permits are required to conduct the proposed use.

2. Prior to completion of a final building inspection for a project, a signed MWELO Certificate of Compliance shall be submitted indicating that all landscaping has been installed to MWELO standards.

Applicable sections of the Visalia Municipal Code, Title 17 (Zoning):

8.36 Noise

17.18 Commercial Zones

17.32.080 Maintenance of landscaped areas.

17.34 Off-street parking and loading facilities

17.36 Fences Walls and Hedges

NOTE: Staff recommendations contained in this document are not to be considered support for a particular action or project unless otherwise stated in the comments. The comments found on this document pertain to the site plan submitted for review on the above referenced date. Any changes made to the plan submitted must be submitted for additional review.

Signature _____

SPR 21180
MEDICAL CLINIC
3221 S MOONEY BLVD

City of Visalia

Building: Site Plan Review Comments

NOTE: These are general comments and DO NOT constitute a complete plan check for your specific project
Please refer to the applicable California Code & local ordinance for additional requirements.

- [x] A building permit will be required. *For information call (559) 713-4444*
- [x] Submit 1 digital set of professionally prepared plans and 1 set of calculations. (Small Tenant Improvements)
- [ ] Submit 1 digital set of plans prepared by an architect or engineer. Must comply with 2016 California Building Cod Sec. 2308 for conventional light-frame construction or submit 1 digital set of engineered calculations.
- [ ] Indicate abandoned wells, septic systems and excavations on construction plans.

You are responsible to ensure compliance with the following checked items:

- [x] Meet State and Federal requirements for accessibility for persons with disabilities.
- [x] A path of travel, parking and common area must comply with requirements for access for persons with disabilities. 20% OF PERMIT VALUE SHALL BE USED FOR 'PATH OF TRAVEL' ADA UPGRADES.
- [ ] All accessible units required to be adaptable for persons with disabilities.
- [ ] Maintain sound transmission control between units minimum of 50 STC.
- [ ] Maintain fire-resistive requirements at property lines.
- [x] A demolition permit & deposit is required. *For information call (559) 713-4444*
- [x] Obtain required permits from San Joaquin Valley Air Pollution Board. *For information call (661) 392-5500*
- [ ] Plans must be approved by the Tulare County Health Department. *For information call (559) 624-8011*
- [ ] Project is located in flood zone _____ * [ ] Hazardous materials report.
- [ ] Arrange for an on-site inspection. (Fee for inspection $157.00) *For information call (559) 713-4444*
- [ ] School Development fees. Commercial $0.66 per square foot & Self-Storage $.23 per sf. Residential .
- [ ] Park Development fee $_____, per unit collected with building permits.
- [ ] Additional address may be required for each structure located on the site. *For information call (559) 713-4320*
- [ ] Acceptable as submitted
- [ ] No comments at this time

Additional comments: PROVIDE ACCESSIBLE ROUTE TO THE TRASH ENCLOSURE. INDICATE IF THIS IS A LICENSE CLINIC. TO OSHPD 3 STANDARDS.

VAL GARCIA 9/28/21
Signature

	Site Plan Comments Visalia Fire Department Corbin Reed, Fire Marshal 420 N. Burke Visalia CA 93292 559-713-4272 office prevention.division@visalia.city	Date September 30, 2021 Item # 10 Site Plan # 21180 APN: 121100054

- The Site Plan Review comments are issued as **general overview** of your project. With further details, additional requirements will be enforced at the Plan Review stage. Please refer to the 2019 California Fire Code (CFC), 2019 California Building Codes (CBC) and City of Visalia Municipal Codes.

- **Address numbers** must be placed on the exterior of the building in such a position as to be clearly and plainly visible from the street. Numbers will be at least four inches (4") high and shall be of a color to contrast with their background. If multiple addresses are served by a common driveway, the range of numbers shall be posted at the roadway/driveway. 2019 CFC 505.1

- A **Knox Box key lock system** is required. Where access to or within a structure or area is restricted because of secured openings (doors and/or gates), a key box is to be installed in an approved location. The key box shall be ordered using an approved Knox Authorization Order Form. The forms are located at the fire department administration office located at 420 N Burke, Visalia, CA 93292. Please allow adequate time for shipping and installation. 2019 CFC 506.1

Corbin Reed
Fire Marshal

City of Visalia
Police Department
303 S. Johnson St.
Visalia, CA 93292
(559) 713-4370

Date: 9/28/21
Item: 10
Site Plan: 21-180
Name: NATE HENRY

SITE PLAN REVIEW COMMENTS

☐ No Comment at this time

☐ Request opportunity to comment or make recommendations as to safety issues as plans are developed.

☐ Public Safety Impact Fee:
Ordinance No. 2001-11 Chapter 16.48 of Title 16 of the Visalia Municipal Code
Effective date – August 17, 2001

Impact fees shall be imposed by the City pursuant to this Ordinance as a condition of or in conjunction with the approval of a development project. "New Development or Development Project" means any new building, structure or improvement of any parcels of land, upon which no like building, structure of improvement previously existed. *Refer to Engineering Site Plan comments for fee estimation.

☐ Not enough information provided. Please provide additional information pertaining to:

☐ Territorial Reinforcement: Define property lines (private/public space).

☐ Access Controlled / Restricted etc.:

☒ Lighting Concerns:
Proper exterior lighting

☐ Traffic Concerns:

☒ Surveillance Issues:
Interior/Exterior cameras/video surveillance

☒ Line of Sight Issues:
Low shrubs/vegetation

☐ Other Concerns:

SITE PLAN REVIEW COMMENTS

CITY OF VISALIA TRAFFIC SAFETY DIVISION

September 29, 2021

ITEM NO: 10
SITE PLAN NO: SPR21180
PROJECT TITLE: Medical Clinic
DESCRIPTION: 6526 sf Medical Clinic in an Existing 10,200 sf Single Story, Multi-Tenant Commercial Building. (C-R)
APPLICANT: Matt Nohr
OWNER: AVE MOONEY LLC
APN: 121100054
LOCATION: 3221 S MOONEY BLVD UNI

THE TRAFFIC DIVISION WILL PROHIBIT ON-STREET PARKING AS DEEMED NECESSARY

☒ No Comments

☐ See Previous Site Plan Comments

☐ Install Street Light(s) per City Standards.

☐ Install Street Name Blades at Locations.

☐ Install Stop Signs at Locations.

☐ Construct parking per City Standards PK-1 through PK-4.

☐ Construct drive approach per City Standards.

☐ Traffic Impact Analysis required (CUP)

- ☐ Provide more traffic information such as (see additional comments below). Depending on development size, characteristics, etc., a TIA may be required.

☐ Additional traffic information required (Non Discretionary)

- ☐ Trip Generation - Provide documentation as to concurrence with General Plan.
- ☐ Site Specific - Evaluate access points and provide documentation of conformance with COV standards. If noncomplying, provide explanation.
- ☐ Traffic Impact Fee (TIF) Program - Identify improvments needed in concurrence with TIF.

Additional Comments:

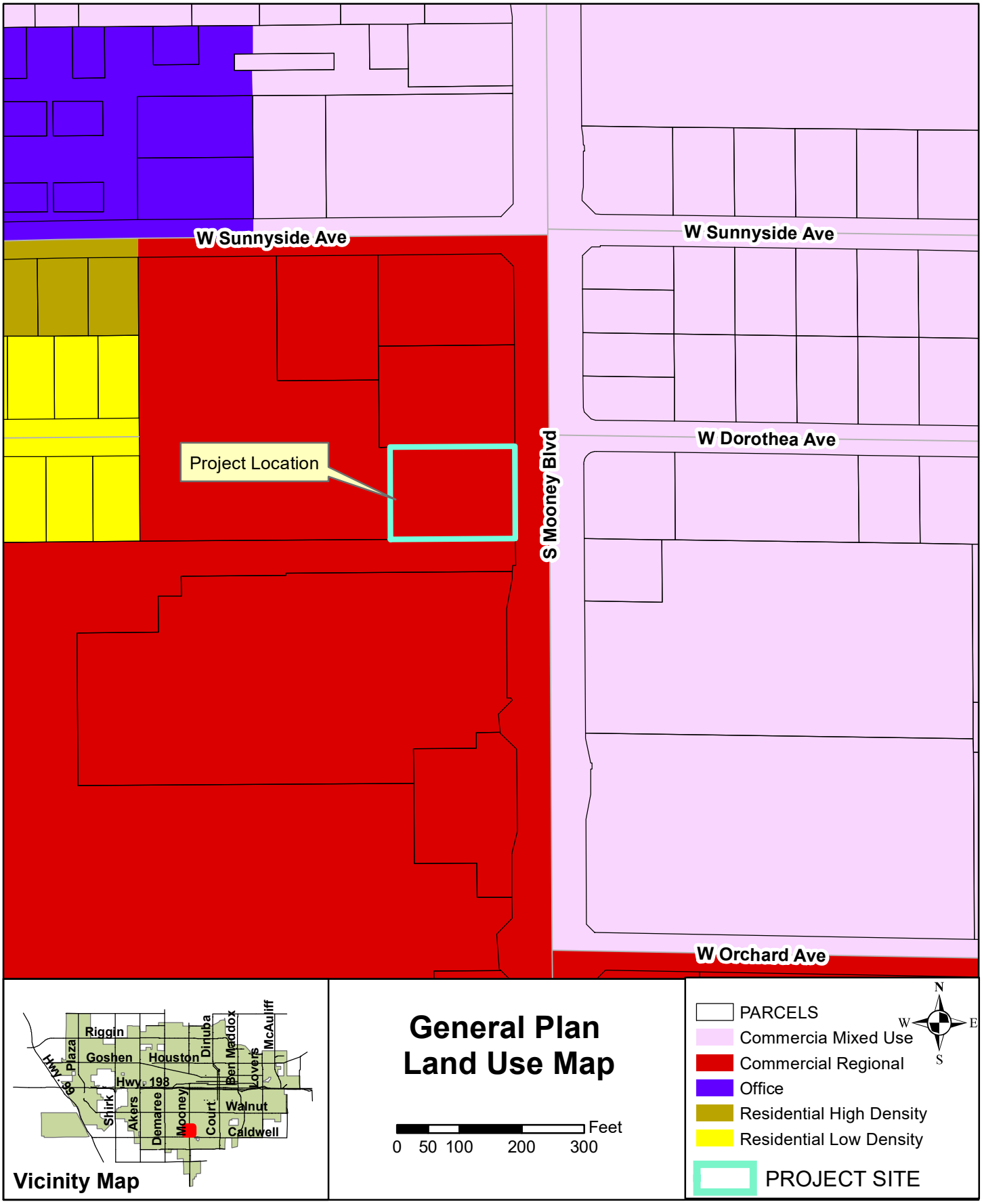
Leslie Blair

Leslie Blair

21-180

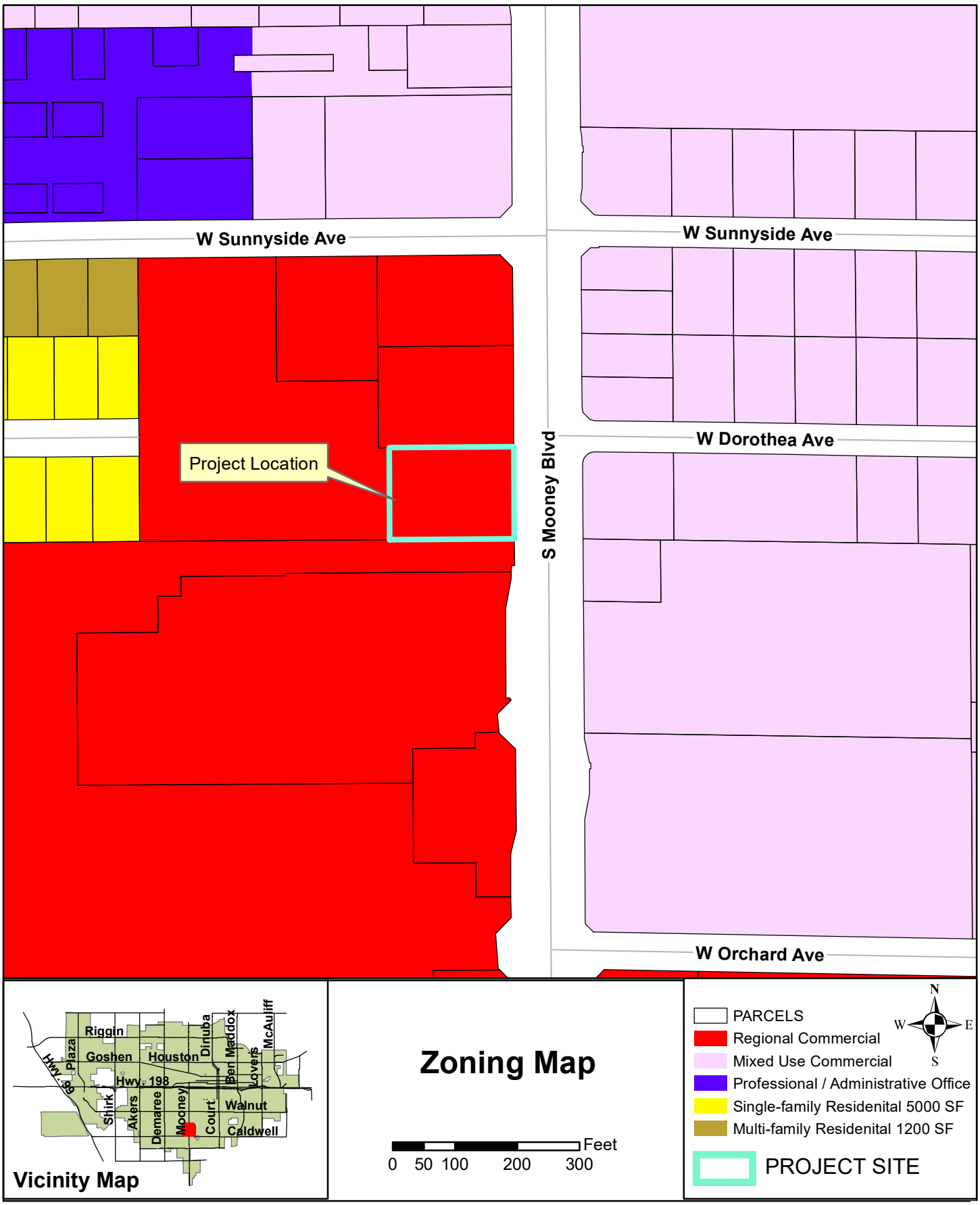
Conditional Use Permit No. 2021-28

The project site is located at 3221 S. Mooney Boulevard (APN: 121-100-054)



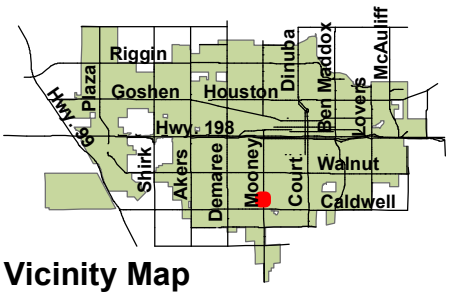
Conditional Use Permit No. 2021-28

The project site is located at 3221 S. Mooney Boulevard (APN: 121-100-054)



Conditional Use Permit No. 2021-28

The project site is located at 3221 S. Mooney Boulevard (APN: 121-100-054)



Vicinity Map

Aerial Photo

Photo Taken March 2020

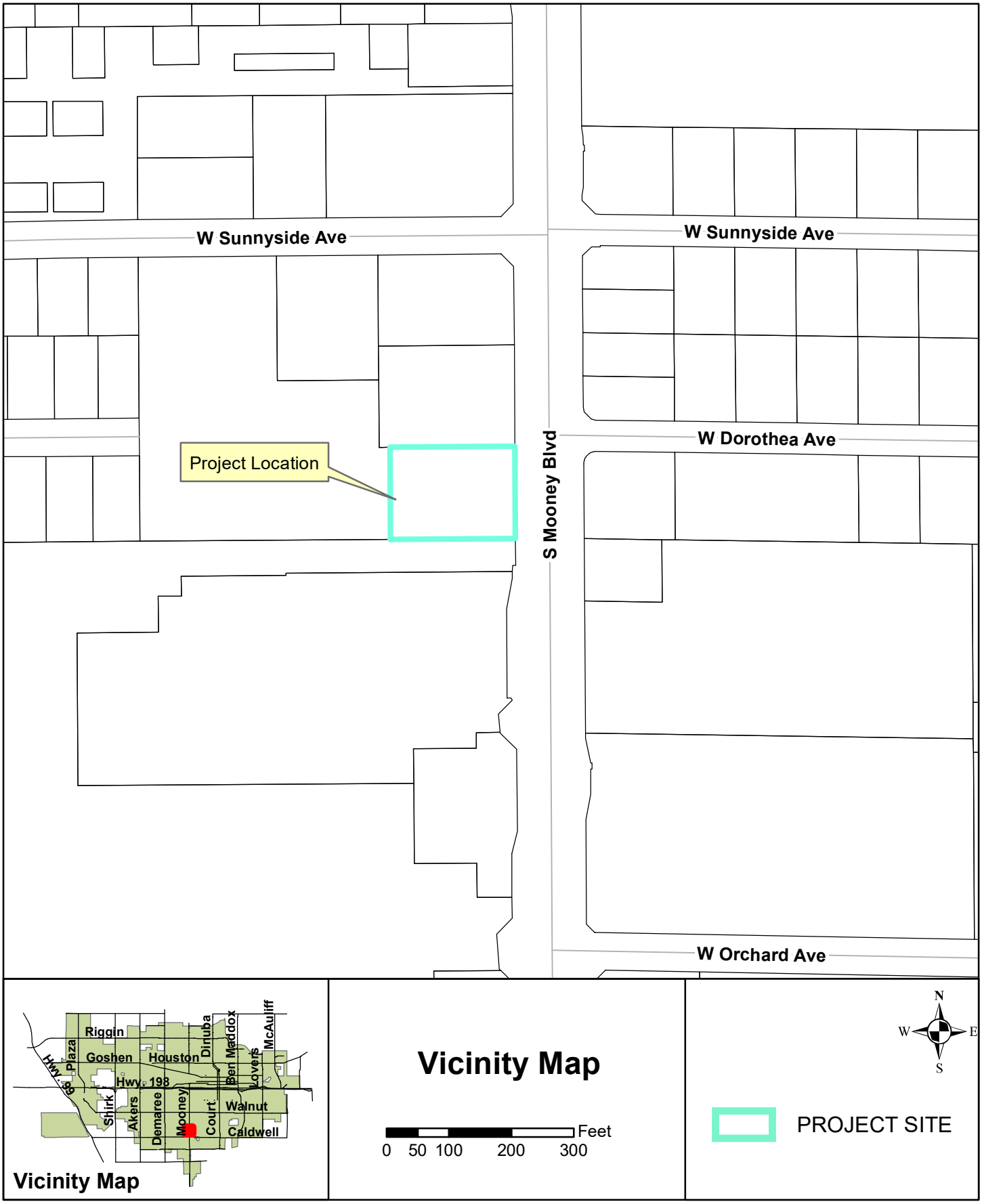
0 50 100 200

N W E S

PROJECT SITE

Conditional Use Permit No. 2021-28

The project site is located at 3221 S. Mooney Boulevard (APN: 121-100-054)



City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0692 **Agenda Date:** 1/18/2022 **Agenda #:** 4.

Agenda Item Wording:
A Public Hearing to consider an amendment to Conditional Zoning Agreement No. 2021-11: A request by CenterPoint Integrated Solutions to amend Conditional Zoning Agreement No. 2003-01, removing provisions that prohibit the establishment of a “stand-alone” used automobile sales use, and adding development standards for “stand-alone” used automobile sales uses for the Visalia Auto Plaza located within the C-S (Service Commercial) Zone. The Visalia Auto Plaza is located west of North Neeley Street, north of West Camp Drive, and south of the Mill Creek Ditch (APN: 081-020-085).
Deadline for Action: None

Submitting Department: Community Development

Contact Name and Phone Number:
Cristobal Carrillo, Associate Planner, 713-4443, cristobal.carrillo@visalia.city <mailto:cristobal.carrillo@visalia.city>
Mike Olmos, Interim City Planner, 713-4449, mike.olmos@visalia.city <mailto:mike.olmos@visalia.city>
Paul Bernal, Community Development Director, 713-4025, paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>

Department Recommendation:
Staff recommends that the City Council hold a public hearing, receive a presentation and staff report, and introduce the first reading of Ordinance No. 2022-01, approving the amendment to Conditional Zoning Agreement No. 2021-11 removing provisions that prohibit the establishment of “stand-alone” used automobile sales uses, and adding development standards for “stand-alone” used automobile sales uses for the Visalia Auto Plaza, located west of North Neeley Street, north of West Camp Drive, and south of the Mill Creek Ditch.

Background Discussion:
Project Description
The applicant is seeking to amend the design guidelines of the Visalia Auto Plaza master plan (codified via Conditional Zoning Agreement No. 2003-01) by removing existing prohibitions on the establishment of stand-alone used automobile dealerships within the Visalia Auto Plaza development. Per the applicant’s Operational Statement attached per Exhibit “A”, the amendment would allow for the establishment of stand-alone used automobile dealerships within the Visalia Auto Plaza plan area if developed on a parcel of no less than five acres in size. The change to the Conditional Zoning Agreement (CZA) provisions are proposed to facilitate the establishment of CarMax, a used automobile sales and service center within the Visalia Auto Plaza. No other changes are proposed to the existing CZA and Visalia Auto Plaza architectural design guidelines. If approved by the City Council, the amended CZA will be recorded against the project site, and all existing and revised conditions will be applicable to existing and future operators within the project area.

The CarMax used automobile sales development is proposed on a 5.91-acre site to be parceled off from a larger 47.58-acre site located within the Visalia Auto Plaza planning area. The site is zoned C-

S (Service Commercial), which permits the sale of new and used vehicles by right. As a result, if the CZA is ultimately approved by the City Council, no other discretionary reviews by the Planning Commission or City Council will be required for development of the automobile dealership. Only Site Plan Review and a Building Permit will be required for development to proceed.

The applicant has submitted a development proposal for a used automobile sales and service facility to the City of Visalia Site Plan Review Committee concurrently with the CZA amendment request. Plans were approved by the Site Plan Review Committee at its December 8, 2021, meeting and are included in Exhibits “B”, “C”, and “D”. The proposal includes development of a 4,292 square foot sales building, a 2,620 square foot auto service building, a 1.58-acre automobile sales lot for the display of vehicles, and a 1.20-acre sales staging area for employee use only. Additional areas are devoted to customer parking, landscaping, drive aisles and related onsite and off-site improvements for ingress/egress. These plans are not subject to City Council review and are provided only for reference.

Planning Commission Public Hearing:
The Planning Commission conducted a public hearing on December 13, 2021, for amendment to Conditional Zoning Agreement No. 2021-11. The Planning Commission received the information contained in the staff report and a staff presentation. Public testimony in favor of the proposal was received from project consultant Steve Brandt (QK, Inc.) and John Thatcher with CenterPoint Integrated Solutions, the project applicant. Additional testimony in favor of the proposal was submitted by student Aaron Aldridge and Matt Graham, a land broker who noted that he was working with a client who was also interested in conducting used vehicle sales within the Visalia Auto Plaza. No other public comment was received, including from the two existing dealerships within the Visalia Auto Plaza.

Staff recommended approval of the proposal based on the project’s potential to allow the Visalia Auto Plaza to take advantage of additional development opportunities, and consistency with the Land Use Element of the General Plan and the Zoning Ordinance. At the conclusion of the public hearing, the Planning Commission voted to recommend to the Visalia City Council approval of the amendment to Conditional Zoning Agreement No. 2021-11. The decision was made by a 4 to 0 vote (Commissioner Gomez was absent).

Analysis:
Existing Auto Malls/Visalia Auto Plaza

The City of Visalia has three auto malls, grouped into three geographical areas (see Figure 1). The first auto mall, referred to as “The Auto Center”, is located in a former redevelopment area located along the intersections of E. Main Street, E. Mineral King Avenue and S. Ben Maddox Way. The new auto sales dealerships located within the Auto Center include Visalia Buick GMC on 4.69 acres, Visalia Ford on 3.98 acres, and Visalia Hyundai on 3.7 acres. The Auto Center area is completely built-out except for a vacant 2.11-acre parcel east of the Visalia Buick GMC dealership.

The second auto mall, referred to as the “South Ben Maddox Auto Center”, is comprised of several new auto sales dealerships located along the east and west sides of S. Ben Maddox Way between E. Noble and E. Tulare Avenues. The dealerships located in this area include Giant Chevrolet-Cadillac on 6.71 acres, Nissan of Visalia on 6.10 acres, Visalia Honda on 3.99 acres, Visalia Kia on 3.0 acres, and Visalia Toyota on 5.03 acres. This auto mall is entirely built out.

The third auto mall, named the “Visalia Auto Plaza”, is located at the southwest corner of E. Crowley

Avenue and N. Neeley Street, northwest of the Plaza Drive/State Highway 198 interchange. This is the auto mall in which the CarMax is proposed. The 70-acre master planned development was entitled in 2003 for new auto sales, with development standards and architectural guidelines adopted through an accompanying CZA, included in Exhibit "E". The CZA restricts activity within the auto mall to only new auto sales, with used car sales and service components sales allowed only as ancillary uses. As such, stand-alone used car dealerships are not presently allowed within the Visalia Auto Plaza. There are currently two new auto sales dealerships in the Visalia Auto Plaza: Lampe Chrysler/Dodge/Jeep/Ram on 7.18 acres and BMW of Visalia on 3.83 acres. Though an amendment was approved by the City Council in 2017 to allow 15-acres north of Hurley Avenue to be developed with a warehouse distribution building, the majority of the area (approximately 55-acres) is still subject to development standards and architectural guidelines established by the CZA for the Visalia Auto Plaza.

The CarMax would be unable to locate within both the South Ben Maddox Auto Center and The Auto Center due to the auto malls being entirely built out or not containing sufficient vacant acreage to accommodate the needs of a CarMax facility. As such, the Visalia Auto Plaza is the only practical auto mall in which a CarMax can be located. However, since the proposed CarMax dealership would sell only used automobiles, it is currently prohibited from locating within the Visalia Auto Plaza.

Land Use Compatibility

The areas north, east, and west of the proposed CarMax facility are zoned for Service Commercial use and contain either vacant land planned for auto sale and incidental uses, or existing automobile dealerships. Areas to the south contain existing intensive facilities, including State Highway 198 and the Visalia Municipal Airport. Based on the development pattern of the surrounding sites, an automobile dealership will be compatible with what is planned and in the area.

The proposed amendment, to allow establishment of stand-alone used automobile dealerships so long as they are developed on a site of no less than five acres, is similarly expected to have minimal impact on the surrounding areas. As noted by the applicant in Exhibit "A":

> "*CarMax expanded into California after the [Visalia Auto Mall] conditional zoning agreement was adopted…The elevations and floor plan we have provided show that the facility will definitely have the look and feel similar to a new vehicle facility. This type of business strategy may not have been envisioned in 2003, which may have been the reason at the time for excluding stand-alone used car dealerships. Distinguishing only by whether the vehicles are new or used does not seem as relevant as distinguishing between type, size, and amenities of the facility*."

The sale of new and/or used vehicles presents no difference in terms of land use impacts. And regardless of the type of vehicles sold, the facility will be governed by the rules of the Visalia Auto Plaza design guidelines, ensuring that any future auto dealerships, new or used, contain designs compatible with the existing auto dealerships. The five-acre minimum lot size requirement is also not considered out of step with the existing developments in the Visalia Auto Plaza, as the existing auto dealerships are located on parcels between 3.83 to 7.18 acres in size.

Conditional Zoning Agreement

A CZA provides a mechanism with which to "lock in" proposed conditions for a site, subject to City

Council approval. While conditions can be applied through a Conditional Use Permit (CUP), any such conditions can become nullified if a CUP lapses or becomes void. Conditions applied through a CZA remain with the site permanently and will be applied to any future use established thereon.

The applicant has requested the following amendments to the Visalia Auto Plaza CZA:

1. Removal of the prohibition on the establishment of stand-alone used auto dealerships; and
2. Addition of a development standard allowing for placement of a stand-alone used automobile dealership only if established on a minimum five-acre parcel.

Staff has determined that compatibility with the surrounding areas will not be detrimentally affected by the proposed changes. The sale of used vehicles does not differ in substance from the sale of new vehicles. As it stands, existing dealerships within the Visalia Auto Plaza are already permitted to sell used vehicles, so long as it is incidental to the operation of a new auto sales dealership. The stand-alone dealership and five-acre site provisions will limit the pool of potential applicants to larger more established used car dealerships and will prevent the proliferation of multiple small dealerships occupying one large site, with no consistency in operation or visual characteristics. These provisions will help secure design uniformity within the master plan area. Staff has also determined that the amendments will strengthen the Visalia Auto Plaza's overall ability to take advantage of development opportunities when the arise.

Fiscal Impact:

At the request of staff, the City's Finance Department provided sales tax collection information as it relates to vehicle sales. Per the Finance Department, sales tax is broken into two categories as follows:

1. General Sales Tax - Essentially a 1% tax on any item sold in the City Limits; and
2. District Taxes - Additional taxes that have been approved by a City's registered voters, applicable to a specific "district". Examples for Visalia District Taxes include Measure R, Measure N, and Measure T funds.

Based on this information, if a resident of Visalia purchases a new or used vehicle outside of Visalia's city limits, the 1% general sales tax collected for that sale goes to the City in which the vehicle was sold. However, the District taxes would be collected and given to the City the vehicle is registered in. As an example, if a vehicle is purchased in Fresno but registered in Visalia, the 1% general sales tax goes to the City of Fresno and district taxes go to the City of Visalia. Conversely, if a vehicle is purchased and registered in Visalia, both the 1% general sales tax and district taxes would go to the City of Visalia.

The applicant has provided an Economic Study prepared in 2020 for City Council review, detailing the potential economic benefits of a CarMax establishing in Visalia. The study is included in Attachment "F". The study was prepared previously for the CarMax proposal submitted for a site along the S. Mooney Boulevard corridor. Per the applicant, the findings of the study are still applicable to the proposal before the City Council. The key findings of the study suggest sales tax revenues of approximately $680,000 per year and property tax revenue of approximately $60,400 per year. The City of Visalia would receive its proportionate statutory share of these tax revenue streams. Per the study, the ongoing operation of the CarMax would support a total of 96 permanent jobs in Tulare County, through local purchases of materials, supplies, and services needed to operate the used car dealership. 52 of those new full-time equivalent jobs would be expected to be located within

the City of Visalia.

Prior Council Action:

- On August 18, 2003 and September 2, 2003 the Visalia City Council approved General Plan Amendment No. 2002-20, Change of Zone No. 2002-18, and Conditional Zoning Agreement No. 2003-01, a request by Mangano Homes/Westland Development to change the land use designation of a site to Commercial Service / C-S (Service Commercial), create design guidelines, and allow up to ten auto dealerships on approximately 72 acres (collectively known as the Visalia Auto Plaza) located west of Plaza Drive between Mill Creek Ditch and Camp Drive (APNs: 081-020-063, 068).
- On August 17, 2020, the Visalia City Council denied Zoning Text Amendment No. 2019-13 and an appeal of Conditional Use Permit No. 2019-42, collectively a request by CarMax to develop a used car sales and service center on a 5-acre parcel within the C-R (Regional Commercial) Zone, and amend the Visalia Municipal Code to allow automobile sales in the C-R Zone. The project site was located on the southwest corner of South Mooney Boulevard and West Visalia Parkway (APN: 126-960-001).

Committee/Commission Review and Action:
On December 13, 2021, the Visalia Planning Commission approved Amendment to Conditional Zoning Agreement No. 2021-11 by a vote of 4 to 0 with Commissioner Gomez absent. No comment in opposition to the proposal was received.

Alternatives:
The City Council may, in lieu of the recommended motion specified above, consider any of the following alternatives:

1. Deny the Conditional Zoning Agreement in whole or impart; or
2. Refer the matter back to the Planning Commission;
3. Continue the matter to a future City Council hearing for additional information.

Recommended Motion (and Alternative Motions if expected):
I move to introduce for the first reading Ordinance No. 2022-01 approving the amendment to Conditional Zoning Agreement No. 2021-11.
Environmental Assessment Status: Categorically Exempt

CEQA Review:
The requested action is considered Categorically Exempt under Section 15305 (Minor Alterations to Land Use Limitations) of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA) (Categorical Exemption No. 2021-52). The exemption is appropriate as the project will not produce significant changes in land use or density.

Attachments:

1. Ordinance No. 2022-01 for Amendment to Conditional Zoning Agreement No. 2021-11
2. Attachment “A” - Operational Statement

3. Attachment "B" - Site Plan
4. Attachment “C” - Conceptual Elevations
5. Attachment “D” - Floor Plan
6. Attachment “E” - Visalia Auto Plaza Design Guidelines / Conditional Zoning Agreement No. 2003-01
7. Attachment “F” - CarMax Economic Study, August 6, 2020
8. Attachment “G” - December 13, 2021, Planning Commission Staff Report
9. Attachment “H” - Public Comment from Stan Bennett (received via email 1/13/2022)

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA RECOMMENDING APPROVAL OF AMENDMENT TO CONDITIONAL ZONING AGREEMENT NO. 2021-11: A REQUEST BY CENTERPOINT INTEGRATED SOLUTIONS TO AMEND CONDITIONAL ZONING AGREEMENT NO. 2003-01, REMOVING PROVISIONS THAT PROHIBIT THE ESTABLISHMENT OF A "STAND-ALONE" USED AUTOMOBILE SALES USE, AND ADDING DEVELOPMENT STANDARDS FOR "STAND-ALONE" USED AUTOMOBILE SALES USES FOR THE VISALIA AUTO PLAZA LOCATED WITHIN THE C-S (SERVICE COMMERCIAL) ZONE. THE VISALIA AUTO PLAZA IS LOCATED WEST OF NORTH NEELEY STREET, NORTH OF WEST CAMP DRIVE, AND SOUTH OF THE MILL CREEK DITCH (APN: 081-020-085)

WHEREAS, the amendment to Conditional Zoning Agreement No. 2021-11 is a request by CenterPoint Integrated Solutions to amend Conditional Zoning Agreement No. 2003-01, removing provisions that prohibit the establishment of a "stand-alone" used automobile sales use, and adding development standards for "stand-alone" used automobile sales uses for the Visalia Auto Plaza located within the C-S (Service Commercial) Zone. The Visalia Auto Plaza is located west of North Neeley Street, north of West Camp Drive, and south of the Mill Creek Ditch (APN: 081-020-085); and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on December 13, 2021, considered the amendment to Conditional Zoning Agreement No. 2021-11 in accordance with Section 17.60.030 and Section 1760.050 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing; and

WHEREAS, the Planning Commission adopted Resolution No. 2021-60, recommending that the City Council approve Amendment to Conditional Zoning Agreement No. 2021-11, adopting the requested amendments removing provisions that prohibit the establishment of a "stand-alone" used automobile sales use, and adding development standards for "stand-alone" used automobile sales uses for the Visalia Auto Plaza located within the C-S (Service Commercial) Zone; and,

WHEREAS, the City Council of the City of Visalia, after duly published notice, held a public hearing on January 18, 2022, and considered the amendment to Conditional Zoning Agreement No. 2021-11 in accordance with Section 17.60.040 and Section 1760.050 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing; and,

WHEREAS, Categorical Exemption No. 2021-52 was prepared for the project consistent with the California Environmental Quality Act, Section No. 15305, which is appropriate as the project as the project will not produce significant changes in land use or density; and

WHEREAS, the City Council of the City of Visalia finds as follows:

1. That the Amendment to Conditional Zoning Agreement No. 2021-11 is compatible with existing and planned land uses on the site and surrounding areas as the change will continue to facilitate the sale of automobiles, on sites compatible in size to adjacent parcels.
2. That the Amendment to Conditional Zoning Agreement No. 2021-11 will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
3. That Categorical Exemption No. 2021-52 was prepared for the project consistent with the California Environmental Quality Act, Section No. 15305, which is appropriate as the project will not produce significant changes in land use or density.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

That Amendment to Conditional Zoning Agreement No. 2021-11 is approved as contained in Exhibit “A” of this Ordinance.

EXHIBIT "A"

AMENDED AND RESTATED CONDITIONAL ZONING AGREEMENT
NO. 2003-01

THIS AMENDED AND RESTATED AGREEMENT is made this ____ day of ____ 2021, by BP Pearla Properties LP, hereinafter called the "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

WITNESSETH

WHEREAS, on August 26, 2003, American Properties Holdings, LLC and the City entered into Conditional Zoning Agreement No. 2003-01 ("CZA No. 2003-01") which required certain conditions to the rezoning of certain property situated in the City of Visalia, hereinafter referred to as "the Property" which is more particularly described in Exhibit I of this Agreement; and

WHEREAS, prior to CZA No. 2003-01, the Property was zoned as specified in Item (a) of Exhibit I; and

WHEREAS, as part of the approval process and adoption of CZA No. 2003-01, the Property was rezoned to the classifications further specified in Item (a) of Exhibit I; and

WHEREAS, during the hearings held before the City Council of the City of Visalia, State of California, and after having considered the matter presented, certain conditions were imposed and included in CZA No. 2003-01 so as not to create any problems inimical to the health safety and the general welfare of the City of Visalia and its residents; and

WHEREAS, CZA No. 2003-01 was entered into between American Properties Holdings, LLC, a California limited liability company, Land Securities Investors, LTD., a Colorado limited partnership, and the City of Visalia, and recorded with the Tulare County Recorder on October 3, 2003, as Document No. 2003-0096292; and

WHEREAS, after to the adoption of CZA No. 2003-01, title to the Property was transferred to BP Pearla Properties LP; and

WHEREAS, BP Pearla Properties LP, through its designated agent CenterPoint Integrated Solutions and CarMax, wishes to amend the agreement to allow for the development of a CarMax used automobile sales and service facility on the Property and has submitted an application to revise certain conditions of Amended CZA No. 2003-01, limited to removal of the prohibition on the establishment of standalone used auto sales dealerships, subject to a five acre minimum lot size limitation, as set forth in Exhibit I; and

WHEREAS, it is deemed necessary to execute this "Amended and Restated Conditional Zoning Agreement No. 2003-01" in order to properly reflect current ownership, conditions and remaining obligations for completing development of the Property.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that inasmuch as the rezoning specified in Item (b) of Exhibit I has been granted subject to the conditions specified in the following paragraphs:

1. That this "Amended and Restated Conditional Zoning Agreement No. 2003-01 shall replace and supersede those portions of CZA No. 2003-01 dealing with prohibition of standalone used

automobile sales, and that all other portions of the prior Amendment are not intended to be altered or modified by this Amendment.

2. That Exhibit I, as completed and attached hereto, is incorporated into and made a part of this Agreement with the same force and effect as if fully set forth herein.

3. That First Parties shall comply with the additional conditions, if any, specified in Item (e) of Exhibit I of this Agreement.

4. In the event the Owner, or any successor in interest to Owner, or any person in lawful possession of the Property described in Item (d) of Exhibit I violates or fails to perform any of the conditions of this Agreement within, thirty (30) days after notice thereof has been provided in accordance with Section 6, the City Council of the City of Visalia may instruct the City Attorney of the City of Visalia to institute legal proceedings to enforce the provisions of this Agreement. Any failure by the Owner to perform or comply with any of the conditions under Item (e) of this agreement within thirty (3) days after written notification from City to do so, shall constitute a default in this agreement by the Owner. In addition to any other remedy it may have at law or equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (e) of this agreement either through its own employees or through parties with whom it may contract, Owner shall reimburse City said costs and expenses within thirty (3) days after a written invoice from the City.

5. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.

6. Notice of violation of provisions of this Agreement shall be sent to the Owner at the addresses specified in Item (c) of Exhibit I. Any subsequent title holder, any lien holder, or party in possession of the Property shall also receive notice of such violation if they are reflected on the tax roll.

7. Each and every one of the provisions of this Agreement herein contained shall run with the land and bind and inure to the benefit of the successor in interest of each and every party hereto, in the same manner as if they had herein been expressly named.

8. Zoning of the Property as indicated in Item (b) of Exhibit I will be consummated when this "Amended and Restated Conditional Zoning Agreement No. 2003-01" is recorded in the office of the Tulare County Recorder.

9. This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code § 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

10. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"Owner"
BP PEARLA PROPERTIES LP

BY: _____
_____

"City"
CITY OF VISALIA, A political subdivision
of the State of California

ATTEST: _____

Chief Deputy City Clerk

BY: _____

City Manager

EXHIBIT I

AMENDED AND RESTATED CONDITIONAL ZONING AGREEMENT
NO. 2003-01

(a) The property described in Exhibit "A," was originally zoned Agriculture (A) prior to the entering of CZA No. 2003-01.

(b) Upon the entering into CZA No. 2003-01, the classification changed from its present zoning to Service Commercial (C-S).

(c) Notice to Owner shall be addressed to:

BP Pearla Properties LP
PO Box 1530
Turlock, CA 95381-1530

(d) "Property" as used in this Agreement, includes:

APN Nos. 081-020-071, 072, 078, 084, 085, located within the Visalia Auto Plaza west of Neeley Street, north of Camp Drive, and south of the Mill Creek Ditch, in the City of Visalia, Tulare County, State of California.

(e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 3, of this Agreement are as follows:

1) That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

2) That Page 4, Site Planning Concepts Item "B" of the Design Guidelines attached as Exhibit II shall be amended as follows:

B. Proposed uses; ~~Uses within the project and restricted to new car dealerships with ancillary used car sales and normal service components. No stand alone used car facilities will be allowed in the project.~~ *That uses within the Visalia Auto Plaza are restricted to new automobile dealerships, with ancillary used car sales and normal service components, and standalone used automobile dealerships on parcels of no less than five-acres in size, with ancillary normal service components.*

EXHIBIT II

CONDITIONAL ZONING AGREEMENT NO. 2003-01
Design Guidelines

901 East Main Street | Visalia, CA 93292 | (559) 733-0440

December 2, 2021

Cristobal Carrillo
Community Development Director
City of Visalia
901 E Main Street
Visalia, CA 93292

Subject: Request for Amendment to Visalia Auto Plaza Conditional Zoning Agreement

Dear Mr. Carrillo:

As you know, we have been working with you and other City staff to develop an automobile sales and service facility on the existing 5.91-acre site at West Hillsdale Avenue and North Century Street in the designated Visalia Auto Plaza district. This district is governed by a Conditional Zoning Agreement (CZA 2003-01) that prohibits used car facilities as a standalone use. We have requested an amendment to the agreement that would allow for used car sales if the site is a minimum 5-acre site. The property is currently zoned Service Commercial (C-S) and would remain C-S but with the proposed modifications to the CZA that would allow standalone used car sales.

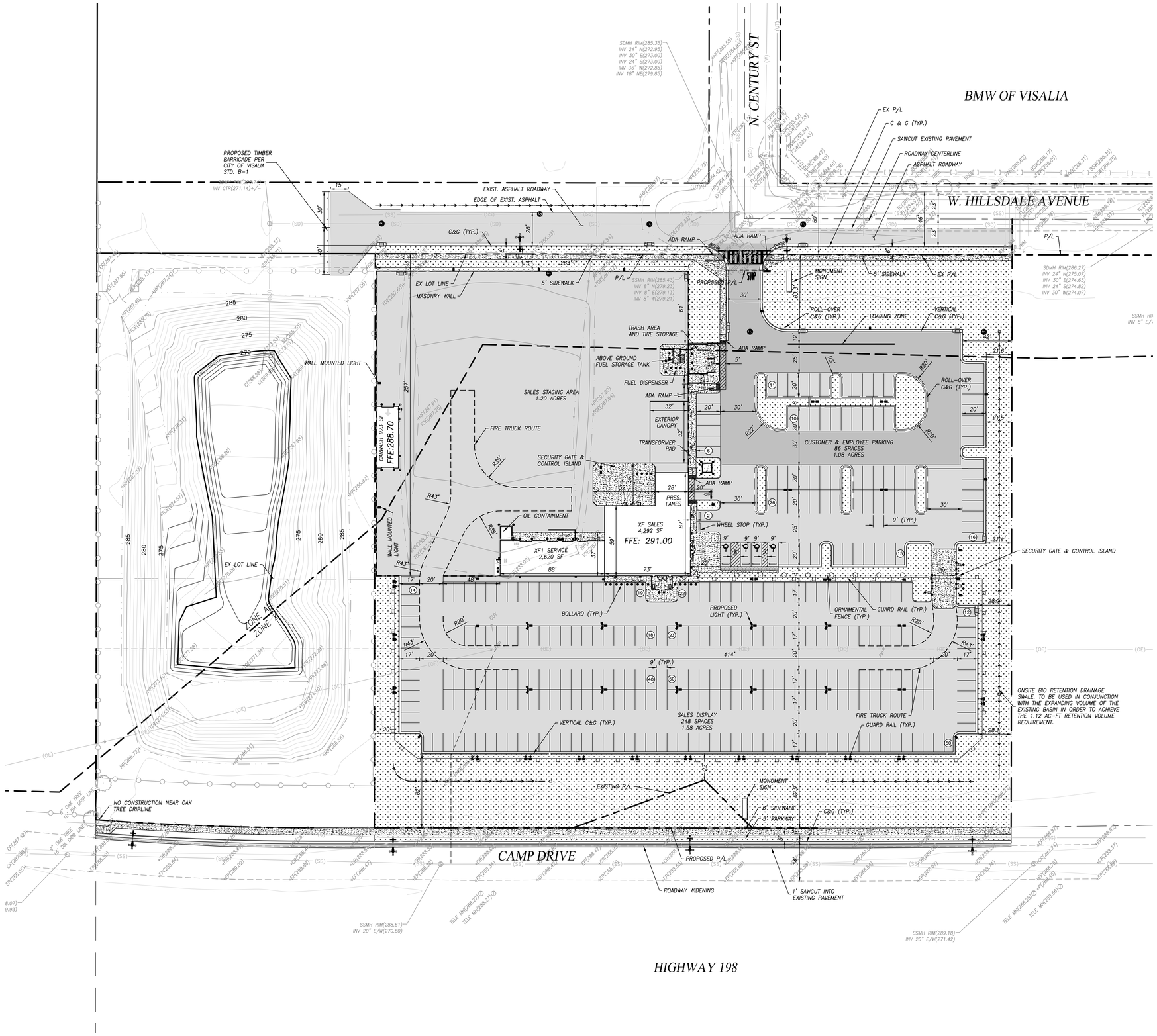
CarMax expanded into California after the conditional zoning agreement was adopted. The business strategy of CarMax is to provide great customer service and amenities at their used vehicle sales sites. The elevations and floor plan we have provided show that the facility will definitely have the look at feel similar to a new vehicle facility. This type of business strategy may not have been envisioned in 2003, which may have been the reason at the time for excluding standalone used car dealerships. Distinguishing only by whether the vehicles are new or used does not seem as relevant as distinguishing between type, size, and amenities of the facility. We, therefore, request that the City amend the conditional zoning agreement so that CarMax may locate in the Visalia Auto Plaza.

If you have any questions regarding this request, please call John Thatcher at (720) 800-3355, or call me at (559) 259-1466.

Sincerely,

Steve Brandt, AICP
Principal Planner, QK

cc: John Thatcher, Centerpoint



SHEET INDEX

C1	SITE PLAN
C2	GRADING PLAN
C3	UTILITY PLAN
L1	LANDSCAPE PLAN

N

1" 0' 40'

SCALE: 1"= 40'

SITE INFORMATION PHASE 1			
ACREAGE			AC
CARMAX DEVELOPED:		5.01	AC
DETENTION:		0.00	AC
WETLANDS:		0.00	AC
BUFFERS:		0.69	AC
EASEMENTS:		0.00	AC
EXPANSION:		0.21	AC
SURPLUS:		0.00	AC
TOTAL:		5.91	AC
BUILDING INFORMATION			
TYPE:		"XF"	
SALES:		4,292	SF
PRESENTATION:		784	SF
RETAIL SERVICE:		2,620	SF
PRODUCTION:		0	SF
CARWASH:		923	SF
FQC:		0	SF
OTHER:		0	SF
TOTAL:		8,673	SF
PARKING	PROVIDED		
SALES LOT:	248	1.58	AC
CUST/EMP:	86	1.08	AC
N-S:	150	1.20	AC

LEGEND

	FOUND MONUMENT
BOL	BOLLARD
BSW	BACK OF SIDEWALK
CR	CROWN
	DOMES, DETECTABLE WARNING SURFACE
ELECPAN	ELECTRICAL PAN
EP	EDGE OF PAVEMENT
	EXISTING FENCE, CHAIN LINK
	EXISTING FENCE, WROUGHT IRON
FH	EXISTING FIRE HYDRANT
	EXISTING REALTOR SIGN
FL	FLOWLINE
FSW	FRONT OF SIDEWALK
-(G)-	EXISTING GAS LINE, APPROXIMATE LOCATION
HP	HINGE POINT
IVB	IRRIGATION VALVE BOX
OG	ORIGINAL GROUND
-(SD)-	EXISTING STORM DRAIN LINE, APPROXIMATE LOCATION
SDDI	STORM DRAIN INLET
SDMH	EXISTING STORM DRAIN MANHOLE
-(SS)-	EXISTING SANITARY SEWER LINE, APPROXIMATE LOCATION
SSMH	EXISTING SANITARY SEWER MANHOLE
TC	TOP OF CURB
TREE	TREE
-(W)-	EXISTING WATER LINE, UNDERGROUND, APPROXIMATE LOCATION
WV	WATER VALVE
	EXISTING PROPERTY LINE
	EXISTING PUE
	PROPOSED MASONRY WALL
	PROPOSED VERTICAL C&G
	PROPOSED ROLL-OVER C&G
	PROPOSED SWALE
	PROPOSED FENCE, GUARD RAIL
	PROPOSED FENCE, ORNAMENTAL
-SS-	PROPOSED SEWER LINE
	PROPOSED SEWER CLEANOUT
	PROPOSED SEWER MANHOLE
-SD-	PROPOSED STORMDRAIN LINE
	PROPOSED STORMDRAIN INLET
	PROPOSED STORMDRAIN MANHOLE
-W-	PROPOSED WATER LINE
-FW-	PROPOSED WATER LINE FOR FIRE SERVICES
-(UE)-	PROPOSED UNDERGROUND, ELECTRIC LINE
	PROPOSED PROPERTY LINE
-(G)-	PROPOSED GAS LINE
	PROPOSED STANDARD PAVEMENT
	PROPOSED HEAVY DUTY PAVEMENT AND FIRE LANE
	PROPOSED CONCRETE SURFACE
	NEW R1T3 (CA) SIGN
	NEW STREET LIGHT, OLA
	NEW STREET LIGHT, OLB
	NEW STREET LIGHT, OLC
	NEW STREET LIGHT, OLG
	NEW STREET LIGHT, OLW
	CITY STANDARD COLLECTOR STREET LIGHT

Civil Design | Land Planning

NOT FOR CONSTRUCTION

BY:
901 EAST MAIN STREET
VISALIA, CA 93292
TEL: (559) 733-0440
WWW.QKCORP.COM

REUSE OF DOCUMENT

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STORE NO.: 6064

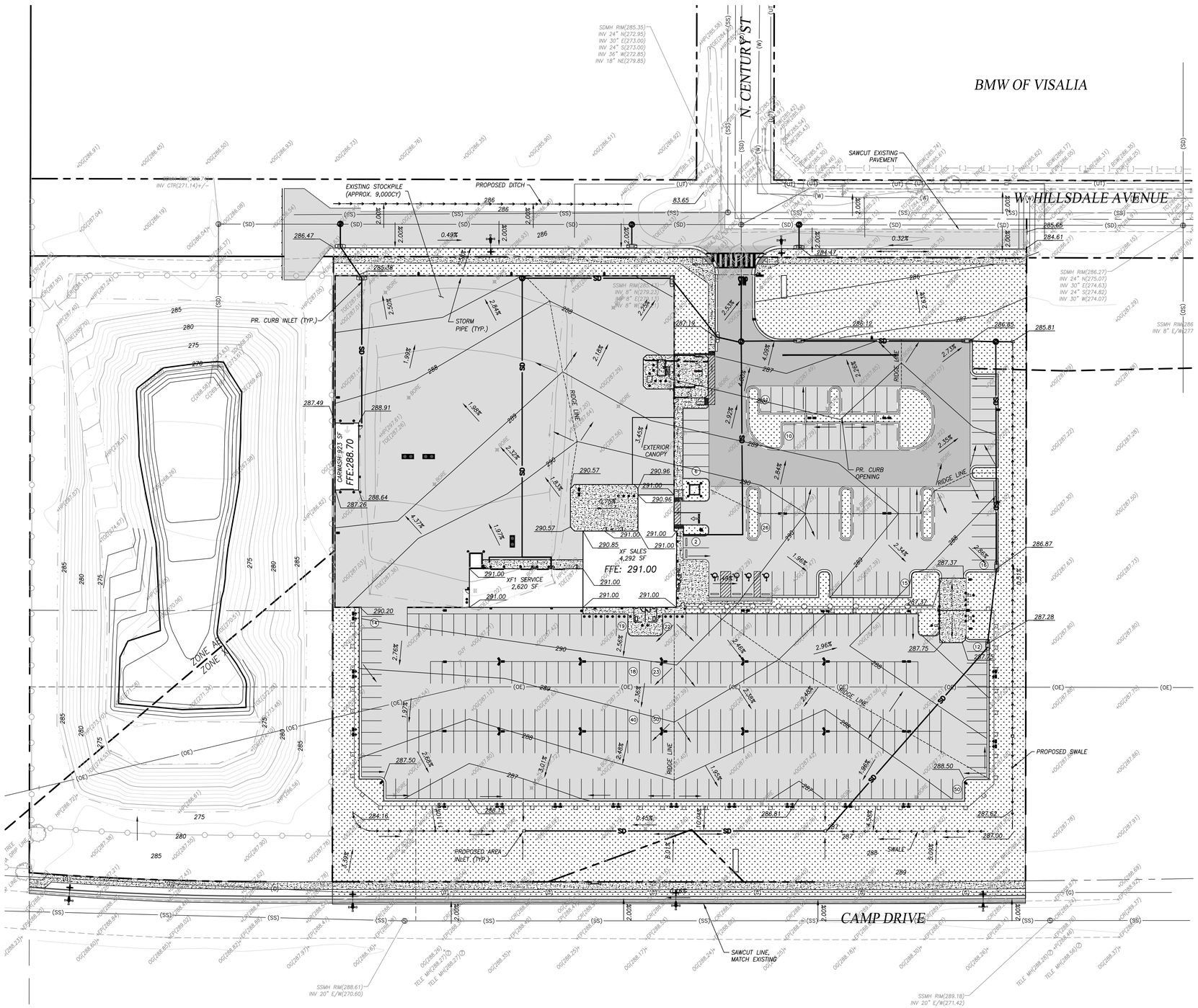
HILLSDALE AVENUE
VISALIA, CA

PROJECT #	210166
DATE	11/10/21
DRAWN BY	AG, AL
QA-QC BY	PDM
SCALE	AS SHOWN

SITE PLAN

SHEET # 1 OF 4

DWG NAME: L:\Projects\2021\210166\ACAD\Improvements\210166 - SITE PLAN.dwg PLOT TIME: 12/7/2021 1:23:51 PM BY: Aastha Goyal



N

1" 0' 40'

SCALE: 1"= 40'

PRELIMINARY EARTHWORK VOLUME:

CUT	12,755 CU-YDS
FILL	4,072 CU-YDS
NET CUT	8,683 CU-YDS

THE ABOVE ASSUMES EXISTING GRADE TO SUBGRADE WITH ADJUSTMENTS FOR CLEARING/GRUBBING, PAVEMENT SECTION AND BUILDING SLAB.

INCLUDING STORMWATER POND EXPANSION CUT VOLUME OF 3300 CU-YDS IN ABOVE GRADING CALCULATIONS, NET CUT VOLUME = 11,983 CU-YDS

ACCOUNTING FOR THE 15% FILL FACTOR, ABOVE RESULTS IN A NET CUT OF 10,186 CU-YDS.

(EXISTING STOCKPILE VOLUME IS INCLUDED IN ABOVE GRADING CALCULATIONS)

BASIN INFORMATION:
BASE FLOOD ELEVATION = 287.50
LAND USE = COMMERCIAL
ADDITIONAL BASIN VOLUME REQUIRED = 1.14 AC-FT

STORMWATER SUMMARY:
THIS PROJECT WILL REQUIRE THE STORMWATER POND TO BE EXPANDED.
THE PRELIMINARY GRADING SHOWS THAT THIS POND CAN BE EXPANDED BY 3,300 CY

NOTES:

THE PROPOSED GRADES AT THE PROPOSED CARWASH GRADES ARE NEARLY 1' ABOVE THE BASE FLOOD ELEVATION. THE PORTION OF THE CARWASH WHICH RESIDES IN THE CURRENT FEMA AE ZONE WILL BE REMOVED VIA THE FEMA LOMAR PROCESS.

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VISALIA, CA 93292
TEL: (559) 733-0440
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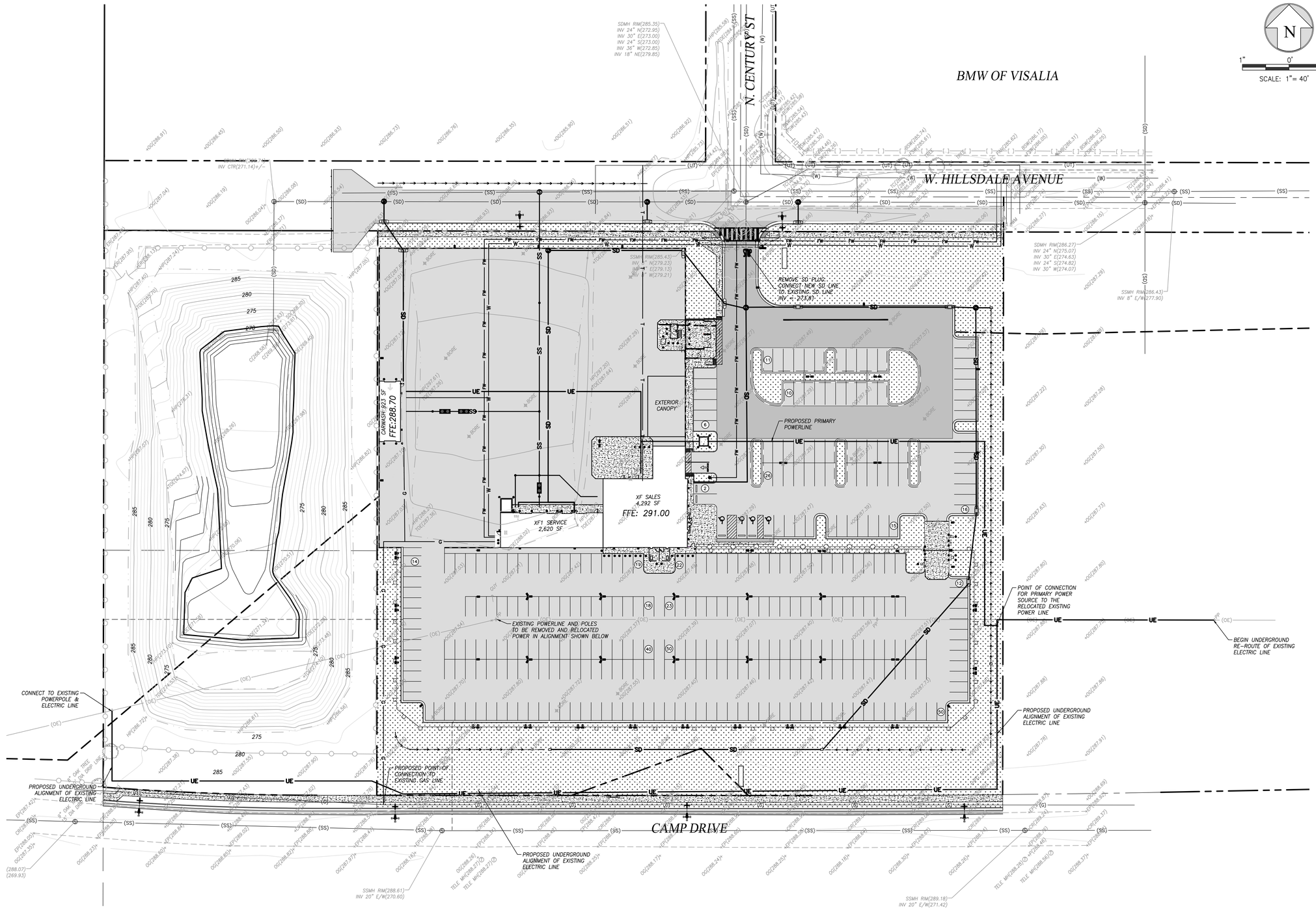
SCALE	AS SHOWN

GRADING PLAN

SHEET # 2 OF 4

DWG NAME: L:\Projects\2021\210166\ACAD\Improvements\210166 - GRADING PLAN.dwg PLOT TIME: 12/7/2021 1:39:15 PM BY: Aastha Goyal



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VISALIA, CA

PROJECT #	210166
DATE	11/10/21
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UTILITY PLAN

SHEET # 3 OF 4

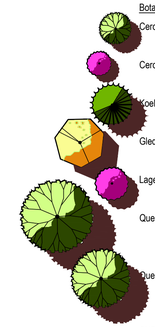
DWG NAME: L:\Projects\2021\210166\ACAD\Improvement\210166 - UTILITIES.dwg PLOT TIME: 12/7/2021 1:33:13 PM BY: Aastha Goyal

N

1" 0' 40'

SCALE: 1"= 40'

LANDSCAPE PLANT LEGEND



Botanical name	Common Name	WUCOLS
LANDSCAPE TREES		
Cercidium x 'Desert Museum'	'Desert Museum' Palo Verde Tree	L
Cercis canadensis var. texensis	'Oklahoma' Redbud	L
Koelreuteria Paniculata	"Golden Rain"	M
Gleditsia tricanthos 'inermis' var.	Thornless Honey Locust	L
Lagerstroemia indica var.	'Muskogee' Crapmyrtle	L
Quercus lobata	Valley Oak	L
Quercus virginiana	Southern Live Oak	M
SHRUBS		
Caesalpinia pulcherrima	'Red' Mexican Bird of Paradise	L
Callistemon citrinus	'Little John' Dwarf Bottlebrush	L
Ceanothus griseus horizontalis var.	'Ray Hartman' California Lilac	L
Cistus purpureus var.	Purple Rock Rose	L
Coreopsis grandiflora	'Rising Sun' Coreopsis	L
Euryops pectinatus 'Viridis'	Green Leaf Bush Daisy	L
Hemerocallis sp.	'Cranberry Baby' Dwarf Red Daylily	M
Hesperaloe parviflora	'Yellow' Texas Yellow Yucca	L
Calamagrostis acutifolia var.	'Karl Foerster' Feather Grass	L
Lantana montevidensis	Spreading White Lantana	L
Lantana x 'New Gold'	New Gold Bush Lantana	L
Leucophyllum langmaniae var.	'Lynne's Legacy' Texas Sage	L
Lomandra longifolia var.	'Breeze' Dwarf Mat Rush	M
Lagerstroemia dwarf var.	'Razzleberry' Dwarf Fringe Flower	M
Muhlenbergia rigens	Pink Muhly Grass	L
Rapheolepis indica var.	'Petite Pinkie' Indian Hawthorn	L
Rosa x 'NOA97400A' PPv17098	Amber Flower Carpet Rose	M
Salvia greggii var.	"Lipstick' Autumn Sage	L
Viburnum tinus	'Spring Bouquet' Viburnum	M
GROUNDCOVER		
Trachelospermum jasminoides	Star Jasmine	M
Vinca minor var.	'Bowles' Creeping Periwinkle	M
TURF		
Cynodon dactylon	AG-1 Hybrid Bermuda Grass mix	L
HEDGE PLANTS		
Callistemon citrinus	'Little John' Dwarf Bottlebrush	L
Euonymous japonicus 'Microphyllus'	Boxleaf Euonymous	L
Punica granatum	Dwarf Pomegranate	L
Rhapheolepis indica var.	'Dwarf Pink' Indian Hawthorn	L
SPECIALTY / ACCENT		
Aloe sp. var.	Aloes	M
Agave sp. var	Agaves	L

CITY OF VISALIA GENERAL REQUIREMENTS

1. INSPECTIONS ARE REQUIRED AT ALL PHASES OF LANDSCAPING AND IRRIGATION INSTALLATION.
2. IT IS NOT THE INTENT OF THESE PLANS TO DETAIL EVERY COMPONENT OF THE IRRIGATION SYSTEM. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL COMPONENTS NECESSARY FOR A COMPLETE AND OPERATING SYSTEM.
3. WHEN THE IRRIGATION SYSTEM IS COMPLETED, THE CONTRACTOR SHALL, ON A CLEAN SET OF PROJECT BLUEPRINTS SHALL ALL REVISIONS TO THE IRRIGATION PLAN INCLUDING THE DIMENSIONED LOCATION OF THE MAIN LINES.
4. ALL ADJUSTMENTS TO THE LOCATION OF IRRIGATION AND LANDSCAPING ITEMS SHALL RECEIVE THE APPROVAL OF THE CITY REPRESENTATIVE/INSPECTOR.
5. THE ELECTRICAL METER SHALL BE INSTALLED ON THE WALL OR FENCE, PER SOUTHERN CALIFORNIA EDISON COMPANY'S REQUIREMENTS. THE METER SHALL BE PAINTED TO MATCH THE WALL OR FENCE.
6. SPRAY A NONSELECTIVE TRANSLOCATIVE HERBICIDE, AS RECOMMENDED BY MANUFACTURER'S SPECIFICATION, TO ERADICATE THE GERMINATED WEEDS. LEAVE SPRAYED PLANTS INTACT FOR AT LEAST 15 DAYS IN COLD WEATHER AND 10 DAYS IN WARM WEATHER.
7. PLANTER AREAS REQUIRE 3" LAYER OF SHREDDED BARK.
8. AT PLANTING STAGE - TREES SHALL BE ADJUSTED SO AT MATURITY THE DRIP LINE SHALL BE A MINIMUM OF 5 FEET FROM ANY POWER POLE, GUIDE WIRE, AND STREET LIGHT.
9. TREES SHALL BE STAKED WITH 2 LODGEPOLE PINE STAKES & TIES (PER DETAILS).
10. ANY CHANGES IN PLANT MATERIAL MUST BE OKAYED BY THE CITY OF VISALIA.
11. AFTER FINAL APPROVAL OF THE WORK, THE PROJECT SHALL BE MAINTAINED FOR 90 DAYS. THIS INCLUDES KEEPING THE PLANTERS FREE OF TRASH AND WEEDS AT ALL TIMES DURING THE MAINTENANCE PERIOD.
12. AFTER COMPLETION OF ALL OPERATIONS, CONTRACTOR SHALL REMOVE ALL TRASH, EXCESS SOIL AND OTHER DEBRIS. ALL WALKS, WALLS, AND PAVEMENT SHALL BE SWEPT OR WASHED CLEAN; LEAVING THE ENTIRE AREA IN A NEAT, ORDERLY CONDITION.
13. AFTER PLANTING IS COMPLETE, THE CONTRACTOR SHALL APPLY A PRE-EMERGENT HERBICIDE SUCH AS "SURFLAN" TO ALL NON-SEEDED AND NON-SOD PLANTED AREAS ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
14. PROVIDE A RAIN GAUGE COMPATABLE WITH THE CONTROLLER FOR AUTOMATIC SHUT-OFF DURING PERIODS OF RAIN, PER CITY OF VISALIA STANDARDS.
15. PROJECTS IWLL BE ACCEPTED ON THE 1ST AND 15TH OF THE MONTH FOLLOWING THE COMPLETION OF THE MAINTENANCE PERIOD.
16. WHEN TREES ARE PLANTED IN TURF, LEAVE 2' DIAMETER BARE AT TREE TRUNK.
17. ALL SOIL AREAS SHALL BE TILLED TO A MINIMUM DEPTH OF 12".

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STORE NO.: 6064

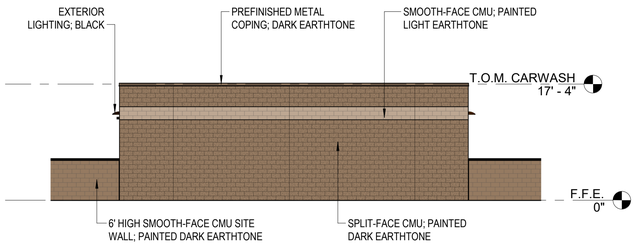
HILLSDALE AVENUE
VISALIA, CA

PROJECT #	210166
DATE	11/10/21
DRAWN BY	AG, AL
QA-QC BY	PDM
SCALE	AS SHOWN

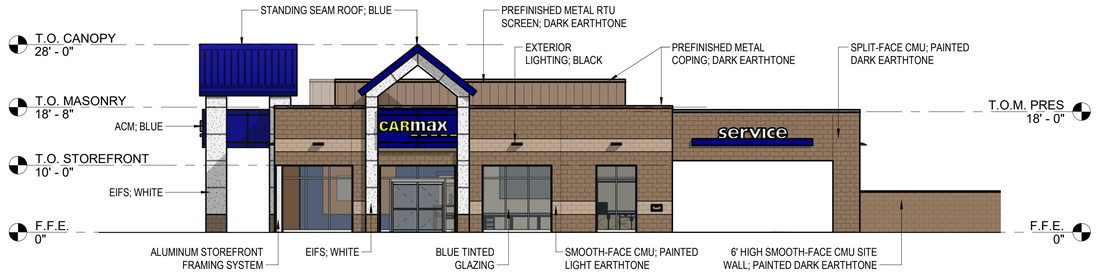
LANDSCAPE PLAN

SHEET # 4 OF 4

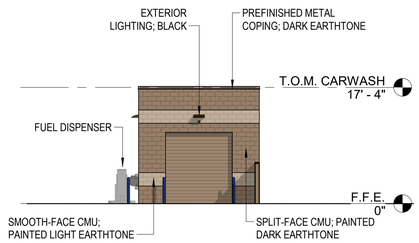
DWG NAME: L:\Projects\2021\210166\ACAD\Landscape\210166-LSA-2021-11-18.dwg PLOT TIME: 12/7/2021 1:39:36 PM BY: Aastha Goyal



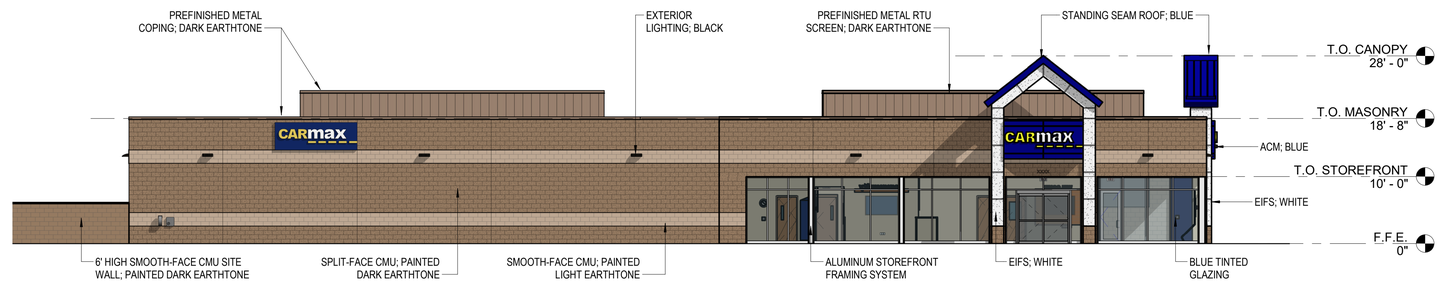
5 A 3.0 WEST ELEVATION - CARWASH
3/32" = 1'-0"



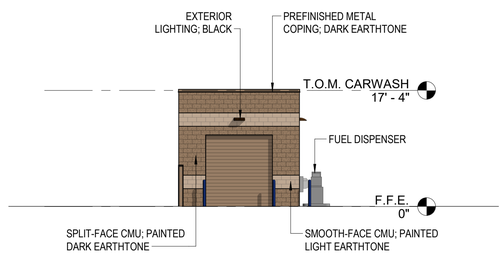
1 A 3.0 EAST ELEVATION
3/32" = 1'-0"



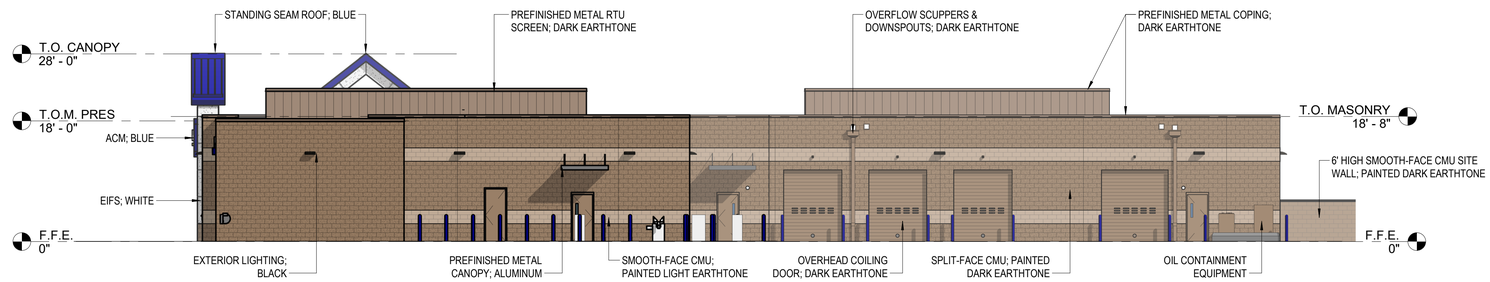
6 A 3.0 NORTH ELEVATION - CARWASH
3/32" = 1'-0"



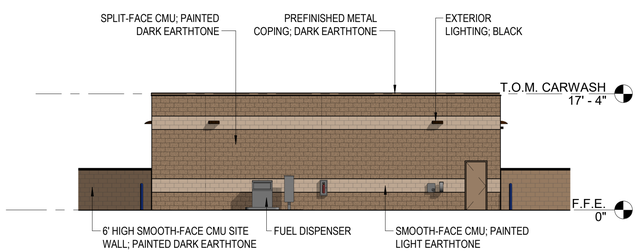
2 A 3.0 SOUTH ELEVATION
3/32" = 1'-0"



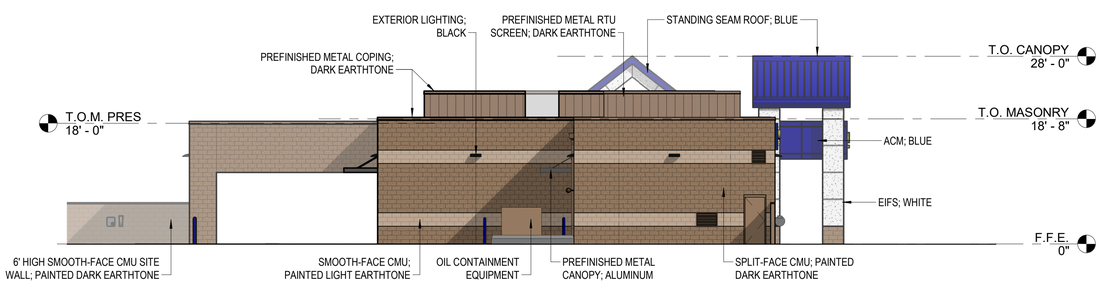
7 A 3.0 SOUTH ELEVATION - CARWASH
3/32" = 1'-0"



3 A 3.0 NORTH ELEVATION
3/32" = 1'-0"



8 A 3.0 EAST ELEVATION - CARWASH
3/32" = 1'-0"



4 A 3.0 WEST ELEVATION
3/32" = 1'-0"

0 4 8 16 32

CARmax
THE AUTO SUPERSTORE
CARMAX AUTO SUPERSTORES, INC., A VIRGINIA CORPORATION
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VISALIA, CA

20-21057.00

STORE NO. 6064 - HILLSDALE AVE, VISALIA AUTO PLAZA-

CONCEPTUAL ELEVATIONS

SP-01

CHARLES J O'BRIEN ARCHITECT

PIEPER O'BRIEN HERR ARCHITECTS

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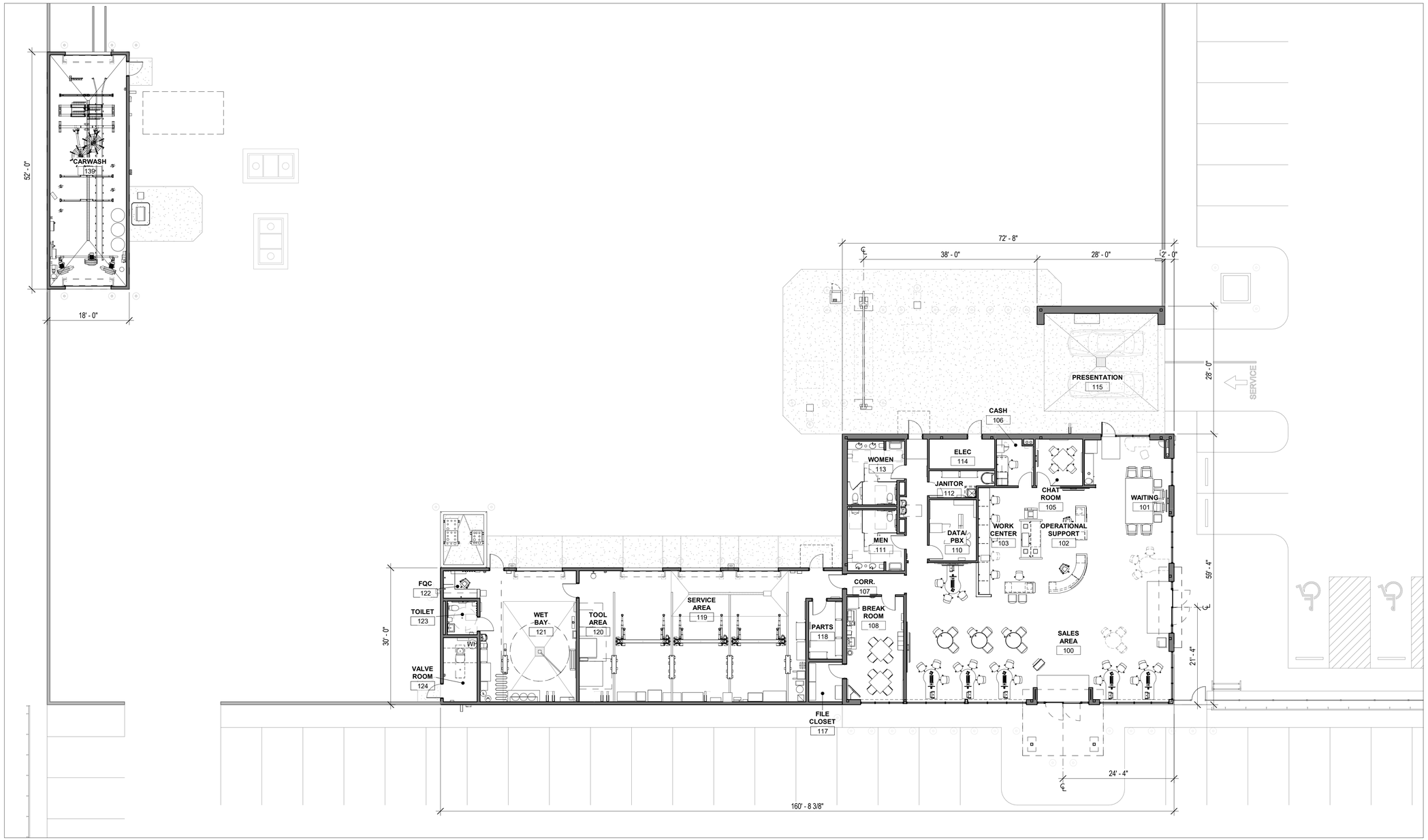
A 3.0
11 MAY 2021



1 A 2.0 SALES, SERVICE & CARWASH PLANS
3/32" = 1'-0"

0 4 8 16 32

N

CHARLES J O'BRIEN ARCHITECT

PIEPER O'BRIEN HERR ARCHITECTS

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CONCEPTUAL FLOOR PLANS

SP-01

A 2.0
11 MAY 2021

VISALIA AUTO PLAZA

Architectural Design Guidelines

August 19, 2003

Prepared By:

QK4

Architecture.Engineering.Construction.

TABLE OF CONTENTS

Introduction 2

Site Master Plan 3

Site Planning Concepts 4

Required Setbacks 4

Parking Requirements 5

Design Review / Submittal Process / General Architecture 6

Landscaping 11

Signage 12

Lighting 15

INTRODUCTION

Visalia Auto Plaza (VAP) is a 70 acre, state of the art, regional automotive shopping and service experience for customers in the greater Visalia / Tulare / Hanford area. Modeled after retail concepts of the regional shopping mall, the VAP provides shoppers a unique destination where multiple vehicle dealerships are consolidated on one property of facilitate their purchase and service needs. Variety and selection are the two primary goals of any shopping experience and the VAP through the introduction of separate vehicles brands on properties ranging from approximately 4 to 13.5 acres.

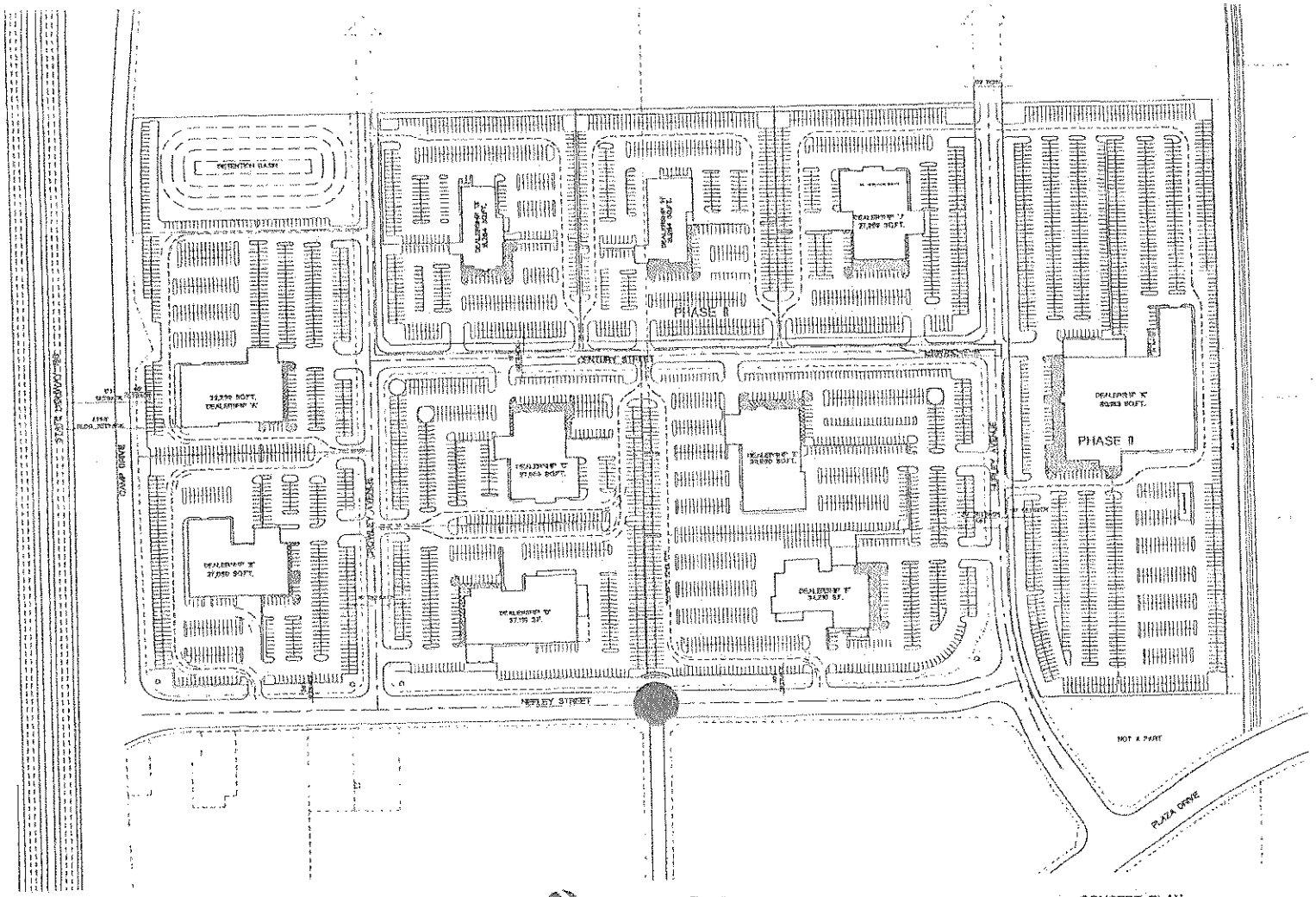
The following architectural design standards have been created as guidelines for the development of the auto plaza and to create continuity between each facet of the project as it is designed and constructed.

SITE MASTER PLAN

The overall Site Master Plan for the Visalia Auto Plaza is shown with all of the proposed phases, is reduced and shown on the next page, Exhibit 1.

SITE IMPROVEMENT

Site improvements will be constructed as each individual dealership develops. These improvements will include construction of ½ streets, plus a 12 foot wide travel lane as well as frontage improvements such as curb and gutter, landscaping and street lighting along the project side only.



SOURCE: QK4 ARCHITECTURE

CONCEPT PLAN
FIGURE 6

- NOTES: - VEHICLE TRANSPORT AND FIRE TRUCK TURNING RADII MINIMUM INSIDE DIMENSION IS 35' AND MINIMUM OUTSIDE DIMENSION IS 55', TYPICAL THROUGHOUT THE SITE
- PHASE I DEVELOPMENTS ARE IN HATCHED AREAS
- MINIMUM SETBACKS REQUIRED ARE NOTATED ON PLAN

SITE PLANNING CONCEPTS

A. Building location and open spaces; Visalia Auto Plaza auto mall is planned on a parcel of land that is within the gateway to the City of Visalia along State Highway 198. Careful consideration was given to the appearance and site lines from the highway. The building orientation and land uses that abut the highway were purposely laid out to enhance this scenic corridor. Therefore the intent was not to back the project up to the highway, but to open it up and allow site lines with views into the center. To enhance the concept, peripheral building elements (landscape, hardscape, screen walls, sign bases, etc.) will have unifying architectural styles. Buildings will be built on stand-alone pads.

B. Proposed uses; Uses within the project and restricted to new car dealerships with ancillary used car sales and normal service components. No stand alone used car facilities will be allowed in the project.

C. Access; Access to the Auto Plaza will be from Plaza Drive. Ingress and egress for individual dealerships will be from Neeley, Hurley, Century, and Crowley Streets. No access to individual parcels will be permitted from Camp Drive.

D. Phasing of Construction; The project will be constructed in two phases. The developer will construct all improvements to the public streets, underground utilities, common area landscaping, and signage at each phase. Construction of improvements for each parcel would be the responsibility of individual parcel owner. Each individual parcel will provide the required parking for their building. Site drainage will designed so that each phase will work independently of the other phases.

REQUIRED SETBACKS

Building and landscape setbacks are required and will be established through the Architectural Design Guidelines. Setbacks are to be measured from the edge of the property boundary unless otherwise indicated.

A. Building Setbacks:

• Hurley, Camp & Neeley	30' Minimum
• Century, & Crowley	15' Minimum
• Mill Creek	5' Minimum from edge of Conservation Easement
• Side Yard	5' Minimum
• Rear Yard	5' Minimum

Hillsdale

B. Landscaping Setback:

- Camp, Hurley & Neeley — 30' Minimum
- Century, Crowley — 15' Minimum
- Mill Creek Ditch — 5' Minimum from edge of Conservation Easement
- Side Yard — 5' Minimum
- Rear Yard — 5' Minimum

C. Building Coverage:

- Each site shall have a maximum building coverage of fifty (50) percent of the net site area.

D. Building Height:

- Showroom building height shall be to a maximum of thirty (30) feet. The height shall be measured from the finished surface grade level to the highest point of the roof.

PARKING REQUIREMENTS

A. Customer and employee parking shall be incorporated on the site plans and shall clearly be identified by on-site signage.

B. Minimum parking requirements are as follows:

- Automobile dealerships; One parking space for each two employees during the time of maximum employment, plus one parking space for each two thousand (2,000) square feet of lot and building area used for the display or storage of automobiles.
- No parking of vehicles for sale will be allowed in the public right of way or landscape setbacks (with the exception of raised dealer display pads)

C. Loading and Unloading Facilities:

- Each Dealership site shall provide a loading and unloading area which shall be a minimum of twelve (12) feet by 105 feet. This special area shall be designated on the site plan and shall be in conjunction with the inventory storage area. The design of the loading and unloading area shall provide for the following:

- Incorporate ease of ingress and egress for safety and efficiency.
- The loading and unloading facilities shall not adversely interfere with on-site circulation.

- The loading and unloading facilities shall be designed to accommodate vehicle carrier truck maneuvers on site, without backing from or into a public street.

DESIGN REVIEW / SUBMITTAL PROCESS / GENERAL ARCHITECTURE

A design review and submittal process has been established to ensure that all elements of the development within the Visalia Auto Plaza meet the requirements set forth in these design guidelines. All plans and specifications will be submitted through City of Visalia's Site Plan Review process.

A. No building, exterior signs or structures shall be erected or exterior alterations or additions made on any site unless such improvements are in conformance with the plans and specifications approved by the Architectural Review Committee. The approval shall encompass landscaping and architecture as specified by these standards.

B. The Architectural Review Committee shall be established prior to development of the auto dealership and will consist of the following members:

- Two (2) Developer representatives – Auto Plaza Associates, LLC
- Two (2) Dealership representatives –
- One (1) Architectural representative –
- One (1) City representative as appointed by the City Planner -

C. Processing through the Auto Plaza Architectural Review Committee will be in addition to the reviews and submittals required by the City of Visalia. Approval or disapproval shall be made in writing within 30 days of application.

D. Submittals to the Architectural Review Committee shall include:

- A Site Plan showing the location of all of the buildings, landscaped areas, on-site parking areas, vehicular and pedestrian access ways, accessory structures and signage.
- Drawings shall be submitted showing elevations of all buildings from all ground level views together with landscaping, accessory structures, building colors and rim materials.
- A color board of all the surface materials of the buildings and accessory structures.
- All plans shall be prepared by licensed, registered personnel appropriate to the designs being submitted.

- Additional supporting material shall be submitted which adequately demonstrate, to the satisfaction of the Architectural Review Committee, that the provisions of these guidelines are met.
- Landscaping plans shall be submitted which show plant selection and usage, conceptual grading, drainage and irrigation improvements.

E. Architectural Theme:

- The Visalia Auto Plaza intends to encourage a Modern/Contemporary architectural theme. The intent of these standards is not to limit innovative design approaches, nor is it to have all dealerships look exactly alike. Manufacturer image programs are acceptable.
- All buildings should be simple in form and should emphasize geometric shapes and horizontal line qualities. The use of curved surfaces is encouraged.

F. Colors:

- The color scheme shall emphasize earth tones and warm gray shades. The buildings' body color that is selected shall be used through each individual dealership and shall work to integrate all elements of the individual dealerships.

G. Building Materials Acceptable:

- Concrete masonry units
- Stucco
- Exposed timbers
- Precast concrete tilt-up panels.
- Ornamental iron
- New brick of rust color
- Flush surface metal panels

H. Buildings Materials Unacceptable:

- Exposed wood siding
- Corrugated metal siding
- Unpainted metal trim or flashing
- Shake or shingle roof

I. Building Orientation and Views:

- The dealership showrooms and exterior covered areas shall be oriented toward Hurley, Century, and Crowley Streets. Public entrances should be identified by color or form.
- Building and exterior display areas should be sited to complement existing topography, site configuration and adjacent uses. Onsite grading should be kept at a minimum.
- Service bays and repair areas are to be enclosed and located to the rear of the site area. Loading areas, storage areas and trash collection areas should be screened from view from public streets, pedestrian walks or common customer parking areas. The screen wall should be a minimum of six (6) feet in height and shall be masonry concrete or stucco construction consistent with the buildings materials used on the main building. Site fencing, where such fencing is not visible from public streets, may be chain link to maximum height of seven (7) feet with an eighteen (18) inch spiral razor barbed wire cap. No fencing shall be permitted in the front yard setback.
- Roof mounted mechanical equipment, ductwork, vents and access ladders shall be screened from view from the public streets, State Highway 198, pedestrian walks and common parking areas. The equipment shall be screened by the building from itself using parapets, roofs, etc. Individual equipment screens are not encouraged unless they are determined to be consistent with the general building design and materials by the Architectural Review Committee.
- Views from Highway 198; Six (6) foot screen walls will be used to minimize views of the service bays from the highway.
- Large wall masses are to be broken-up through the use of a combination of varying colors and or materials.

J. Vehicle Display Pads:

- Each parcel may have, except on the Camp Drive and Neeley Street frontages, two (2) raised vehicle display pads for each manufacturer line to a maximum of six (6) per parcel. All display pad shall be constructed consistent with the design in Exhibit 2 and may be located in the required landscape area a minimum of five (5) from property line and shall not create a site distance impact to vehicle traffic when exiting. Suggested distance from vehicle access drives is twenty-five (25) feet.

- Vehicle Display pads may also be used to enhance the Visalia Auto Plaza Center Identification Sign Area as shown in Exhibit 3 if the property owner/dealership association includes a mechanism for the sharing of these pads by all the dealerships on a rotating basis. Otherwise, raised pads are not allowed within 50 feet of the center identification signs.

Exhibit "2""

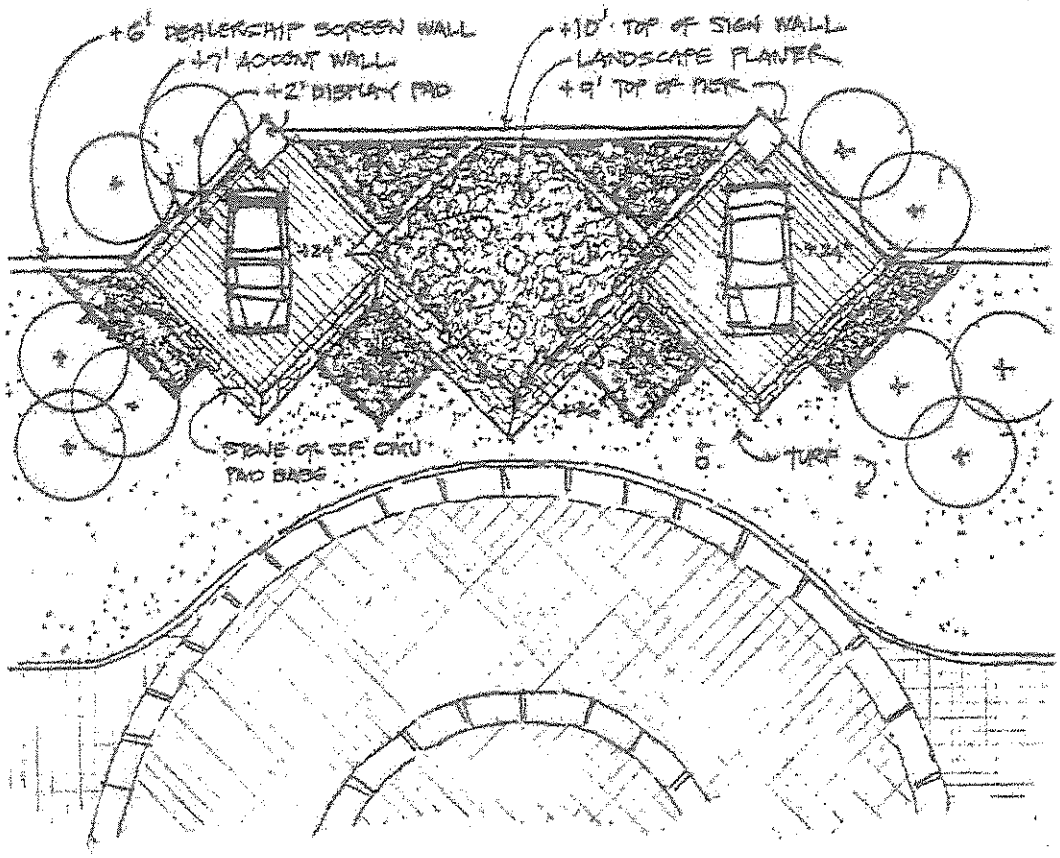
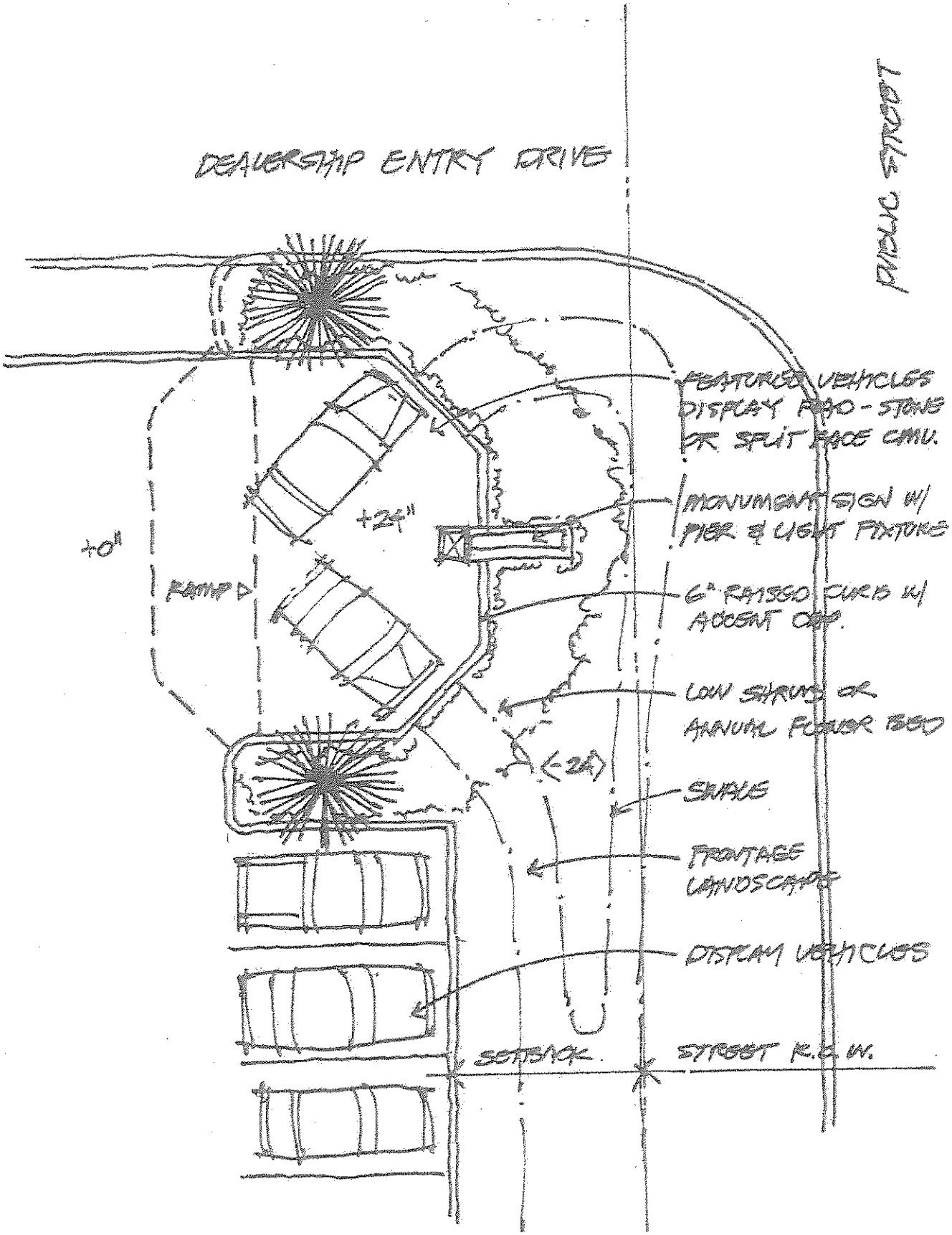

+6' DEALERSHIP SCREEN WALL
+7' ACCENT WALL
+2' DISPLAY PAD
+10' TOP OF SIGN WALL
LANDSCAPE PLANTER
+9' TOP OF PIER
TURF

Exhibit "3"


DEALERSHIP ENTRY DRIVE
PUBLIC STREET
FEATURED VEHICLES DISPLAY PAD - STONE OR SPLIT FACE CMU.
MONUMENT SIGN W/ PIER & LIGHT FIXTURE
6" RAISED CURB W/ ACCENT CAP.
LOW SHRUBS OR ANNUAL FLOWER BED
SWALE
FRONTAGE LANDSCAPE
DISPLAY VEHICLES
SETBACK
STREET R.O.W.
+24"
+0"
RAMP
(-24)

LANDSCAPING

The primary objective of the landscape guidelines is to promote a visual separation between the dealers, parking lots and adjacent properties. The goal is to promote an environment within the auto mall that is pleasing, inviting, and unified.

A. Landscaping:

- All landscaping will be in accordance with section 17.30.130 of the City of Visalia's Zoning Ordinance, with a provision for clustering of trees.
- Every site on which a building is placed shall be landscaped and maintained thereafter in a well kept condition. A landscaping plan shall be submitted to the Architectural Review Committee. Such landscaping plan shall be prepared by a landscape architect licensed in the State of California.
- Interior landscaping shall be utilized to break up large paved areas and soften building lines.
- The thirty (30) foot front landscaping shall be gently mounded to maximum height of eighteen (18) inches utilizing a turf or ground cover treatment. Trees and shrubs shall be used at common property lines to define site separations.
- The Mill Creek Conservation Easement will be landscaped with riparian plantings.

B. Soil Preparation:

- To ensure proper root growth, soil tests shall be performed and soil additives used to provide adequate nutrients, rooting environmental and soil Ph.

C. Irrigation:

- All landscaped planting areas shall be fully irrigated with complete coverage. All systems/circuits shall be underground. Detailed landscaping and irrigation plans shall be submitted to the City of Visalia Planning Department for review and approval prior to issuance of building permits.
- All irrigation systems shall be automatically controlled with electromechanical or solid state controllers able to have variable length timing circuits.
- Water conservation systems are recommended.
- All valves (remote control valves, quick coupler valves, shut-off valves, etc.) shall be installed in valve boxes which are flush to finished landscaped grade.

D. Fencing:

- On-site fencing may include a chain fence to a maximum total height of seven (7) feet with an optional eighteen (18) inch spiral razor ribbon barbed wire cap, where such fencing is not visible form the public right of way, public walkways and where it does not extend into the thirty (30) foot front yard setback. Masonry walls of the same height may be substituted at owner's option, or where required by the City of Visalia. This requirement is designed to ensure security for individual properties.

SIGNAGE

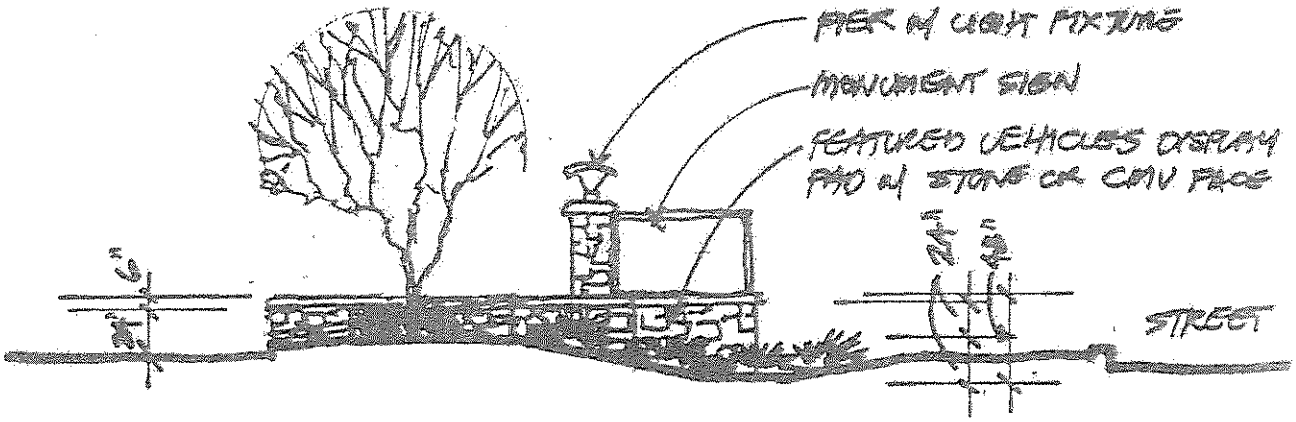
A. General Requirements

- Each dealership shall be allowed only those signs that are necessary for identification of the franchise, the premises, the department uses on site an directional signing. The design size, location, color and materials of construction shall be submitted to the Architectural Review Committee for approval prior to construction. All dealerships shall comply with the City of Visalia Sign Ordinance except as provided herein. Billboards, streamers, temporary signs, revolving signs, flashing signs and moving signs are specifically prohibited.
- No signs visible from outside the property may be placed, parked, attached to or displayed from the site except as provided herein. No signs projecting from the roof line of any building or painted on the sides of buildings or roof without approval of the Architectural Review Committee.
- No temporary signs or advertising materials such as balloons, streamers, flags, and inflatable advertising shall be permitted.
- Center identification signs shall only be allowed at the southwest corner of Hurley and Neeley Streets and the T-intersection of Crowley and Neeley as shown in Exhibit 3.

B. Free Standing Monument Signs

- Each dealership shall be allowed one double faced monument sign for each auto line to a maximum of two per parcel consistent with the sign design in Exhibit 4. The sign shall be located on the primary street frontage. Such sign shall be ground-mounted containing the dealership name and manufacture name of the new automobiles sold on the site. The maximum height of the sign shall not exceed ten (10) feet. The total illuminated sign area shall not exceed thirty-five (35) square feet of sign copy per face. The total aggregate surface area of the sign faces and the structure shall not exceed on hundred forty (140) square feet.

Exhibit "4"


PICK W/ LIGHT FIXTURE
MONUMENT SIGN
FEATURED VEHICLES DISPLAY
PAD W/ STONE OR CMU FACE
STREET

- Freestanding monument signs shall be setback a minimum of five (5) feet from front property lines and a minimum of twenty (20) feet from any interior side property line.
- Freestanding signs are not allowed on the Camp Drive frontage.

C. Building Signs

- Each dealership shall be allowed building signage identifying the dealership name and manufacture name of new automobiles sold on the site. The sign(s) shall be located on the top showroom fascia facing the primary street or on a flat wall surface. The signs shall be preformed, individual illuminated letters with Plexiglas faces in deep channel cans. The maximum height of the letters shall be thirty-six (36) inches. Logo signs shall not exceed ten (10) square feet in area.
- Building signs along Camp Drive shall be limited to secondary signage only.
- Primary Sign - Two square feet of sign area is permitted for each foot of linear occupancy frontage to a maximum of one hundred fifty (150) square feet. Dealerships may choose which exterior side of the building will be used for the purpose of calculating the permitted sign area.
- Secondary Sign - Additional signs of a maximum of twenty-five (25) percent of the sign area as calculated for the primary sign shall be allowed for each remaining exterior wall provided that the sign area for any given wall shall not exceed two square feet per linear foot of the wall length.
- Variances to building sign area may be approved by the Planning Commission in accordance with Section 17.48.110 of the City of Visalia Zoning Ordinance. Approval of a variance shall be based on providing adequate signage for all manufacturer lines at a single dealership.

D. Department Identification Signs

- One wall sign is allowed for each department (e.g., use card, service, parts, body shop, etc). The maximum height of such signs shall be eight (8) inches with a maximum total area of three square feet per sign.

E. Directional signs

- Dealership directional signs shall be limited to "Enter", "Exit", "Service Entrance", "Customer Parking", and "Employee Parking". Sign height shall not exceed four (4) feet with a maximum sign area of four (4) square feet.

LIGHTING

Illumination of the auto mall is important for the safety and security of the pedestrian, and motorist. The quality of the lighting needs to be maintained throughout the center and reinforced through the consistent use height, spacing, color and type of fixture used with in the area.

- Although lighting plans for the auto mall have not yet been developed, a general concept for project lighting to be employed in the phase I development has been established. The plan for night lighting for phase I development would provide for sufficiently bright lighting for security and safety purposes, but would avoid offensive glare and direct illumination of off-site locations. This would be accomplished by specifying the use of metal halide lighting in the parking lots, display areas, and internal circulation areas, by recessing light source completely within their fixture, and through the use of cut-off shields on light standards to block direct illumination beyond the parcel boundaries.

- Search Lights (temporary or permanent) are prohibited.

2003-0096292

RECEIVED
DEC 23 2003
COMM. DEVELOP.
CITY OF VISALIA

Recorded
Official Records
County Of
Tulare
GREGORY B. HARDCASTLE
Recorder

11:06AM 03-Oct-2003

REC FEE .00

BT
Page 1 of 23

NO FEE REQUIRED PURSUANT
TO GOVT. CODE SECTION 27383
RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

City of Visalia
Planning Division
315 East Acequia
Visalia, CA 93291

CONDITIONAL ZONING AGREEMENT NO. 2003-01

THIS AGREEMENT made this 26th day of August 2003, by American Properties Holdings, LLC hereinafter called "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

WITNESSETH

WHEREAS, the Owner is the owner of real property, herein called the "Property" situated in the City of Visalia, which Property is described in Item (d) of Exhibit I of this Agreement; and

WHEREAS, the Property is now zoned as specified in Item (a) of Exhibit I; and

WHEREAS, the Owner has applied for a rezoning of the Property pursuant to which application the Property is being rezoned from its present classification to the classification or classifications specified in Item (b) of Exhibit I; and

WHEREAS, hearings have been held upon said application before the City Council of the City of Visalia, State of California, and after having considered the matter presented, it has been determined that certain conditions to the rezoning of said real property must be imposed so as not to endanger the health, safety, and the general welfare of the City of Visalia and its residents.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that inasmuch as the rezoning specified in Item (b) of Exhibit I is being granted, the rezoning shall be subject to the conditions specified in the following paragraphs:

1. That Exhibit I, as completed and attached hereto, is incorporated into and made a part of this Agreement with the same force and effect as if fully set forth herein.

2. That the Owner shall comply with the additional conditions specified in Item (e) of Exhibit I of this Agreement.

3. In the event the Owner, and successor in interest of the Owner, or any person in possession of the property described in Item (d) of Exhibit I violates or fails to perform any of the conditions of this Agreement within thirty (30) days after notice thereof as provided in Paragraph 4, the City may institute legal proceedings to enforce the provisions of this Agreement. Any failure by the Owner to perform or comply with any of the conditions under Item (e) of this agreement within thirty (30) days after written notification from City to do so, shall constitute a default in this agreement by the Owner. In addition to any other remedy it may have at law or equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (e) of this agreement either through its own employees or through parties with whom it may contract,

Owner shall reimburse City said costs and expenses within thirty (30) days after a written invoice from the City.

4. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.

5. Notice of violation of provisions of this Agreement shall be sent to the Owner at the address specified in Item (c) of Exhibit I. Any subsequent title holder, any lien holder, or party in possession of the Property shall also receive notice if they are reflected on the tax roll.

6. Each and every one of the provisions of this Agreement herein contained shall run with the land and shall bind and inure to the benefit of the successors in interest, heirs and assigns, in the same manner as if they had herein been expressly named.

7. Zoning of the Property as indicated in Item (b) of Exhibit I shall not be consummated until such time as the Agreement has been recorded in the office of the Tulare County Recorder.

8. This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code § 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

9. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"Owner"

American Properties Holdings, LLC,
a California limited liability company

Land Securities Investors, LTD.,
a Colorado limited partnership

By: Sunset Management Services, Inc.
a Colorado Corporation/General Partner
By: _____
Alan R. Fishman, President

_____
Velma Dyck

"City"

City of Visalia,
a municipal corporation

By: _____
City Manager

ATTEST: _____
Clerk of the City Council

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Tulare } ss.

On Oct. 2, 2003 (Date) before me, Janet L. Smith Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Steven M. Salomon (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

JANET L. SMITH
Commission # 1375663
Notary Public - California
Tulare County
My Comm. Expires Sep 20, 2006

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

STATE OF COLORADO

}

COUNTY OF JEFFERSON

On, Aug. 26, 2003, before me, Kim Kopp, Notary Public personally appeared Alan R. Fishman, personally known to me, or, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim Kopp

My Commission Expires January 9, 2006

NOTARY PUBLIC
KIM KOPP
STATE OF COLORADO

RE: Conditional Zoning Agreement No. 2003-01

STATE OF CALIFORNIA
} ss.
COUNTY OF TULARE

On, October 1, 2003, before me, R. Hensley, Notary Public personally appeared Velma Dyck, personally known to me - OR - **proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**

WITNESS my hand and official seal.

R Hensley

R. HENSLEY
COMM. #1321595
NOTARY PUBLIC - CALIFORNIA
TULARE COUNTY
My Comm. Expires Sept. 26, 2005

Re: Conditional Zoning Agreement No. 2003-01

EXHIBIT I
CONDITIONAL ZONING AGREEMENT NO. 2003-01

(a) The Property prior to the rezone contemplated in this agreement is now zoned:

Agriculture (A)

(b) The zoning reclassification of a portion of the Property is from its present zoning to:

Service Commercial (CS)

(c) Notice to the Owner pursuant to Paragraph No. 4, shall be addressed to:

Mr. Will Dyck
2025 N. Gateway, Suite 101
Fresno, CA 93727

(d) "Property" as used in this Agreement, includes:

APN No's. 081-020-063 and 081-020-068.

(e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 2, of this Agreement, are as follows:

That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

EXHIBIT II
CONDITIONAL ZONING AGREEMENT NO. 2003-01
Design Guidelines

City of Visalia
Agenda Item Transmittal

Meeting Date: September 2, 2003

Agenda Item Number (Assigned by City Clerk): 10

Agenda Item Wording: Second reading and adoption of Ordinance No. 2003-13 for the following:

Change of Zone No. 2002-18, an amendment to the Zoning Ordinance to change the zone from Agriculture (A) to Service Commercial (CS). The project is 72 acres located west of Plaza Drive between Mill Creek Ditch and Camp Drive (APN 081-02-063, 064, 068) to accommodate the Visalia Auto Plaza.

Applicant: Mangano Homes/Westland Development

Deadline for Action: None

Submitting Department: Community Development - Planning

For action by:
_x_ City Council
___ Redev. Agency Bd.
___ Cap. Impr. Corp.
___ VPFA

For placement on which agenda:
___ Work Session
___ Closed Session
_X_ Regular Session:
___ Consent Calendar
___ Regular Item
___ Public Hearing

Est. Time (Min.):15 min

Contact Name and Phone Number:
Darlene Mata, Principal Planner (559) 713-4002.

DEPARTMENT RECOMMENDATION AND SUMMARY:

Staff recommends that the City Council adopt Ordinance No. 2003-13 approving Change of Zone No. 2002-18 subject to Conditional Zoning Agreement No. 2003-01 attached.

Conditional Zoning Agreement 2003-01, attached contains Design Guidelines for the development of the Auto mall. The Planning Commission had recommended several changes to the Guidelines including the reduction of the maximum height of buildings from 50-feet to 35-feet and elimination of the provision to allow raised vehicle display pads.

Based on comments of the City Council, staff has not amended the guidelines as recommended by the Planning Commission. The primary goal in the guidelines is to provide common theme and design parameters for items such as the raised vehicle pads, signage and landscaping. The guidelines currently state that each dealership will be allowed two raised pads per manufacturer line to a maximum of six per parcel. For example, if a dealership sells only one car line, then only two raised pads would be allowed. If a dealership consists of two car lines then they would be allowed four. All the pads will be required to be constructed in conformance with a standard design. The pads will have a block or stone base a maximum height of three feet that will coordinate with the monument signs. The requirement that all raised pads, and monument signs, look the same will provide the continuity of design mentioned by the auto mall consultant at the public hearing.

Another amendment to the Design Guidelines is to signage. The applicant proposes two center identification signs, at the intersection of Hurley and Neeley Streets and Neeley and Crowley Street. The center identification signs will both be the same design with a low profile curved wall a maximum height of 5-feet with landscaping surrounding the sign. The signs will be

COUNCIL ACTION: Approved as Recommended
3-1 (56-00)

designed to coordinate with the monument signs in the development. The Design Guidelines also contain a provision that would allow two raised pads near the center identification sign at the Hurley and Neeley Street intersection. Staff has amended the Guidelines to state that the two raised pads will be allowed if the property owners association can provide for the joint use of the pads by all dealerships within the Auto mall. If a provision is not made for the joint use of the pads, they will not be allowed.

There was discussion at the Council meeting on limiting the use of the Auto mall to new car dealerships. The Guidelines have been clarified to state that uses within the project are limited to new car dealerships with ancillary used car sales and the normal service components, see page 4 in the Design Guidelines. No stand alone used car dealerships or service businesses will be allowed within the project area. Minor changes to the text were made in these areas only.

The Design Guidelines will become part of the Zoning Agreement to be recorded. . The City Council can direct staff to make any other changes to the guidelines deemed necessary to facilitate a quality development. Copies of the Zoning Agreement signed by the property owners are attached. There are currently two copies signed by the two owners, the final original to be signed by the City and recorded will have all the signatures on one document.

COMMITTEE/COMMISSION REVIEW AND ACTIONS:

On August 18, 2003, the City Council approved the resolutions and ordinance approving the general plan amendment and change of zone.

The Planning Commission approved a recommendation of approval of General Plan Amendment 2002-20 and Change of Zone 2002-18 on July 28, 2003.

EXHIBITS:

Ordinance No. 2003 – 13 with Zoning Agreement 2003-01

Recommended Motion (and Alternative Motions if expected):

1. I move to approve the second reading of Ordinance No. 2003-13 approving Change of Zone 2002-18 and Conditional Zoning Agreement No. 2003-01.

CITY MANAGER RECOMMENDATION:

Environmental Assessment Status

CEQA Review:
Required? Yes
Review and Action: Prior: City Council certified the EIR on August 18, 2003
Required:

NEPA Review:
Required? No
Review and Action: Prior:
Required:

Financial Impact

Funding Source:
Account Number: _____ (Call Finance for assistance)
Budget Recap:

Total Estimated cost:	$	New Revenue:	$
Amount Budgeted:	$	Lost Revenue:	$
New funding required:	$	New Personnel:	$
Council Policy Change:	Yes____	No____	

Review and Approval - As needed:

Department Head Review (Signature):

Risk Management Review (Signature):

City Attorney Review (Signature):

Administrative Services Finance Review (Signature):

Others:

ORDINANCE NO. 2003-13

AMENDING A PORTION OF THE ZONING MAP FROM (A) AGRICULTURE TO (CS) COMMERCIAL SERVICE, LOCATED NORTH OF STATE HWY 198, WEST OF PLAZA DRIVE; MANGANO HOMES/WESTLAND DEVELOPMENT COMPANY, APPLICANT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA

Section 1: The City Council certified that the Final Environmental Impact Report for the Visalia Auto Plaza Project, SCH 2003021076, was prepared consistent with the California Environmental Quality Act (CEQA) and City of Visalia Environmental Guidelines on August 181, 2003;

Section 2: The City Council adopted a Mitigation Monitoring Program to monitor the implementation of mitigation measures identified to reduce impacts to a level of less than significant and a Statement of Overriding Considerations for those impacts which could not be mitigated to a level less than significant.

Section 3: The Planning Commission of the City of Visalia has recommended to the City Council that property designated (A) Agriculture, located north of State HWY 198, west of Plaza Drive, be rezoned to CS (Commercial Service).

Section 4: The amendment is subject to provisions of Conditional Zoning Agreement No. 2003-01, attached hereto.

Section 5: This property is hereby zoned CS (Commercial Service) and Zoning Map of the City of Visalia is amended to show said parcel zoned CS (Commercial Service).

Section 6: This ordinance shall become effective 30 days after passage hereof or upon execution of Conditional Zoning Agreement No. 2003-01, whichever is later.

PASSED AND ADOPTED: 9/2/03

JESUS J. GAMBOA, MAYOR

ATTEST:

STEVEN M. SALOMON, CITY CLERK

APPROVED BY CITY ATTORNEY

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

I, Steven M. Salomon, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2003-13 passed and adopted by the Council of the City of Visalia at a regular meeting held on September 2, 2003 and certify a summary of this ordinance has been published in the Visalia Times Delta.

Dated: September 22 ,2003

STEVEN M. SALOMON, CITY CLERK

By Roxanne Yoder, Chief Deputy

NO FEE REQUIRED PURSUANT
TO GOVT. CODE SECTION 27383
RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

City of Visalia
Planning Division
315 East Acequia
Visalia, CA 93291

CONDITIONAL ZONING AGREEMENT NO. 2003-01

THIS CONDITIONAL ZONING AGREEMENT NO. 2003-01 (the "Agreement") made this _____ day of _____ 2003, by American Property Holdings, LLC, a California limited liability company, hereinafter called "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

WITNESSETH

WHEREAS, the Owner is the owner of real property, herein called the "Property" situated in the City of Visalia, which Property is described in Item (d) of Exhibit I of this Agreement; and

WHEREAS, the Property is now zoned as specified in Item (a) of Exhibit I; and

WHEREAS, Mangano Homes / Westland Development, agent of the Owner, have applied for a rezoning of the Property pursuant to which application the Property is being rezoned from its present classification to the classification or classifications specified in Item (b) of Exhibit I; and

WHEREAS, hearings have been held upon said application before the City Council of the City of Visalia, State of California, and after having considered the matter presented, it has been determined that certain conditions to the rezoning of said Property must be imposed so as not to endanger the health, safety, and the general welfare of the City of Visalia and its residents.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that inasmuch as the rezoning specified in Item (b) of Exhibit I is being granted, the rezoning shall be subject to the conditions specified in the following paragraphs:

1. That Exhibit I, as completed and attached hereto, is incorporated into and made a part of this Agreement with the same force and effect as if fully set forth herein.

2. That the Owner shall comply with the additional conditions specified in Item (e) of Exhibit I of this Agreement.

3. In the event the Owner, any successor in interest of the Owner, or any person in possession of the Property described in Item (d) of Exhibit I violates or fails to perform any of the conditions of this Agreement within thirty (30) days after notice thereof as provided in Paragraph 4, the City may institute legal proceedings to enforce the provisions of this Agreement. Any failure by the Owner to perform or comply with any of the conditions under Item (e) of Exhibit I of this Agreement within thirty (30) days after written notification from City to do so, shall constitute a default in this Agreement by the Owner. In addition to any other remedy it may have at law or equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (e) of Exhibit I of this Agreement either through its own employees or through parties with whom it may contract, and assess the full costs and expenses thereof to the Owner. The

Owner shall reimburse City said costs and expenses within thirty (30) days after a written invoice from the City.

4. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.

5. Notice of violation of provisions of this Agreement shall be sent to the Owner at the address specified in Item (c) of Exhibit I. Any subsequent title holder, any lien holder, or party in possession of the Property shall also receive notice if they are reflected on the tax roll.

6. Each and every one of the provisions of this Agreement herein contained shall run with the land and shall bind and inure to the benefit of the successors in interest, heirs and assigns, in the same manner as if they had herein been expressly named.

7. Zoning of the Property as indicated in Item (b) of Exhibit I shall not be consummated until such time as the Agreement has been recorded in the office of the Tulare County Recorder.

8. This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code § 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

9. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"Owner"

American Properties Holdings, LLC,
a California limited liability company

Land Securities Investors, LTD.,
a Colorado limited partnership

By: Sunset Management Services, Inc.
a Colorado Corporation, General Partner
By: _____
Alan R. Fishman, President

_____
Velma Dyck

"City"

City of Visalia,
a municipal corporation

By: _____
City Manager

ATTEST: _____
Clerk of the City Council

F: 002/21500-21599/21501.016/ Conditional Zoning Agreement No. 2003-01 - COV

EXHIBIT I
CONDITIONAL ZONING AGREEMENT NO. 2003-01

(a) The Property prior to the rezone contemplated in this agreement is now zoned:

Agriculture (A)

(b) The zoning reclassification of a portion of the Property is from its present zoning to:

Service Commercial (CS)

(c) Notice to the Owner pursuant to Paragraph No. 4, shall be addressed to:

Mr. Will Dyck
2025 N. Gateway, Suite 101
Fresno, CA 93727

(d) "Property" as used in this Agreement, includes:

APN No's. 081-020-063 and 081-020-068.

(e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 2, of this Agreement, are as follows:

That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

NO FEE REQUIRED PURSUANT
TO GOVT. CODE SECTION 27383
RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

City of Visalia
Planning Division
315 East Acequia
Visalia, CA 93291

CONDITIONAL ZONING AGREEMENT NO. 2003-01

THIS CONDITIONAL ZONING AGREEMENT NO. 2003-01 (the "Agreement") made this 26 day of AUG 2003, by American Property Holdings, LLC, a California limited liability company, hereinafter called "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

WITNESSETH

WHEREAS, the Owner is the owner of real property, herein called the "Property" situated in the City of Visalia, which Property is described in Item (d) of Exhibit I of this Agreement; and

WHEREAS, the Property is now zoned as specified in Item (a) of Exhibit I; and

WHEREAS, Mangano Homes / Westland Development, agent of the Owner, have applied for a rezoning of the Property pursuant to which application the Property is being rezoned from its present classification to the classification or classifications specified in Item (b) of Exhibit I; and

WHEREAS, hearings have been held upon said application before the City Council of the City of Visalia, State of California, and after having considered the matter presented, it has been determined that certain conditions to the rezoning of said Property must be imposed so as not to endanger the health, safety, and the general welfare of the City of Visalia and its residents.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that inasmuch as the rezoning specified in Item (b) of Exhibit I is being granted, the rezoning shall be subject to the conditions specified in the following paragraphs:

1. That Exhibit I, as completed and attached hereto, is incorporated into and made a part of this Agreement with the same force and effect as if fully set forth herein.

2. That the Owner shall comply with the additional conditions specified in Item (e) of Exhibit I of this Agreement.

3. In the event the Owner, any successor in interest of the Owner, or any person in possession of the Property described in Item (d) of Exhibit I violates or fails to perform any of the conditions of this Agreement within thirty (30) days after notice thereof as provided in Paragraph 4, the City may institute legal proceedings to enforce the provisions of this Agreement. Any failure by the Owner to perform or comply with any of the conditions under Item (e) of Exhibit I of this Agreement within thirty (30) days after written notification from City to do so, shall constitute a default in this Agreement by the Owner. In addition to any other remedy it may have at law or

equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (c) of Exhibit I of this Agreement either through its own employees or through parties with whom it may contract, and assess the full costs and expenses thereof to the Owner. The Owner shall reimburse City said costs and expenses within thirty (30) days after a written invoice from the City.

4. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.

5. Notice of violation of provisions of this Agreement shall be sent to the Owner at the address specified in Item (c) of Exhibit I. Any subsequent title holder, any lien holder, or party in possession of the Property shall also receive notice if they are reflected on the tax roll.

6. Each and every one of the provisions of this Agreement herein contained shall run with the land and shall bind and inure to the benefit of the successors in interest, heirs and assigns, in the same manner as if they had herein been expressly named.

7. Zoning of the Property as indicated in Item (b) of Exhibit I shall not be consummated until such time as the Agreement has been recorded in the office of the Tulare County Recorder.

8. This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code § 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

9. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"Owner"

American Property Holdings, LLC,
a California limited liability company

Land Securities Investors, LTD.,
a Colorado limited partnership

By: Sunset Management Services, Inc.
a Colorado Corporation, General Partner
By:_____
Alan R. Fishman, President

Velma Dyck
Velma Dyck

"City"

City of Visalia,
a municipal corporation

By:_____
City Manager

ATTEST:_____
Clerk of the City Council

F: 002/21500-21599/21501.016/ Conditional Zoning Agreement No. 2003-01 - COV

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APN No's. 081-020-063 and 081-020-068.

(e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 2, of this Agreement, are as follows:

That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

VISALIA AUTO PLAZA

Architectural Design Guidelines

August 19, 2003

Prepared By:

QK4
Architecture.Engineering.Construction.

TABLE OF CONTENTS

Introduction 2

Site Master Plan 3

Site Planning Concepts 4

Required Setbacks 4

Parking Requirements 5

Design Review / Submittal Process / General Architecture 6

Landscaping 11

Signage 12

Lighting 15

INTRODUCTION

Visalia Auto Plaza (VAP) is a 70 acre, state of the art, regional automotive shopping and service experience for customers in the greater Visalia / Tulare / Hanford area. Modeled after retail concepts of the regional shopping mall, the VAP provides shoppers a unique destination where multiple vehicle dealerships are consolidated on one property of facilitate their purchase and service needs. Variety and selection are the two primary goals of any shopping experience and the VAP through the introduction of separate vehicles brands on properties ranging from approximately 4 to 13.5 acres.

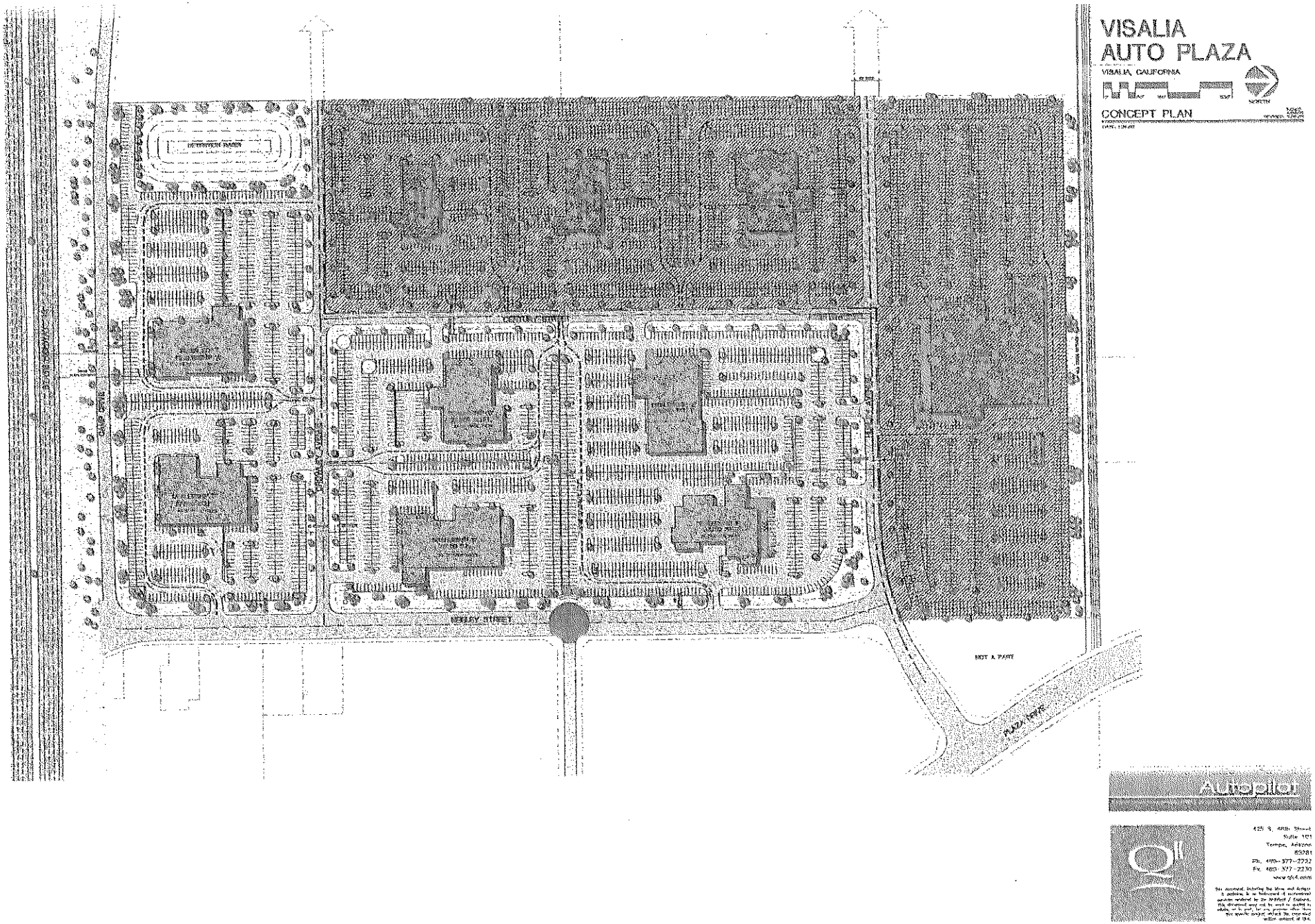
The following architectural design standards have been created as guidelines for the development of the auto plaza and to create continuity between each facet of the project as it is designed and constructed.

SITE MASTER PLAN

The overall Site Master Plan for the Visalia Auto Plaza is shown with all of the proposed phases, is reduced and shown on the next page, Exhibit 1.

SITE IMPROVEMENT

Site improvements will be constructed as each individual dealership develops. These improvements will include construction of ½ streets, plus a 12 foot wide travel lane as well as frontage improvements such as curb and gutter, landscaping and street lighting along the project side only.


VISALIA
AUTO PLAZA
VISALIA, CALIFORNIA
CONCEPT PLAN
NEELEY STREET
NOT A PART
PLAZA DRIVE
Autopilot
425 S. 48th Street
Suite 101
Tempe, Arizona
85281
Ph. 480-377-2232
Fx. 480-377-2230
www.qlc4.com

SITE PLANNING CONCEPTS

A. Building location and open spaces; Visalia Auto Plaza auto mall is planned on a parcel of land that is within the gateway to the City of Visalia along State Highway 198. Careful consideration was given to the appearance and site lines from the highway. The building orientation and land uses that abut the highway were purposely laid out to enhance this scenic corridor. Therefore the intent was not to back the project up to the highway, but to open it up and allow site lines with views into the center. To enhance the concept, peripheral building elements (landscape, hardscape, screen walls, sign bases, etc.) will have unifying architectural styles. Buildings will be built on stand-alone pads.

B. Proposed uses; Uses within the project and restricted to new car dealerships with ancillary used car sales and normal service components. No stand alone used car facilities will be allowed in the project.

C. Access; Access to the Auto Plaza will be from Plaza Drive. Ingress and egress for individual dealerships will be from Neeley, Hurley, Century, and Crowley Streets. No access to individual parcels will be permitted from Camp Drive.

D. Phasing of Construction; The project will be constructed in two phases. The developer will construct all improvements to the public streets, underground utilities, common area landscaping, and signage at each phase. Construction of improvements for each parcel would be the responsibility of individual parcel owner. Each individual parcel will provide the required parking for their building. Site drainage will designed so that each phase will work independently of the other phases.

REQUIRED SETBACKS

Building and landscape setbacks are required and will be established through the Architectural Design Guidelines. Setbacks are to be measured from the edge of the property boundary unless otherwise indicated.

A. Building Setbacks:

- Hurley, Camp & Neeley — 30' Minimum
- Century, & Crowley — 15' Minimum
- Mill Creek — 5' Minimum from edge of Conservation Easement
- Side Yard — 5' Minimum
- Rear Yard — 5' Minimum

B. Landscaping Setback:

• Camp, Hurley & Neeley	30' Minimum
• Century, Crowley	15' Minimum
• Mill Creek Ditch	5' Minimum from edge of Conservation Easement
• Side Yard	5' Minimum
• Rear Yard	5' Minimum

C. Building Coverage:

- Each site shall have a maximum building coverage of fifty (50) percent of the net site area.

D. Building Height:

- Showroom building height shall be to a maximum of thirty (30) feet. The height shall be measured from the finished surface grade level to the highest point of the roof.

PARKING REQUIREMENTS

A. Customer and employee parking shall be incorporated on the site plans and shall clearly be identified by on-site signage.

B. Minimum parking requirements are as follows:

- Automobile dealerships; One parking space for each two employees during the time of maximum employment, plus one parking space for each two thousand (2,000) square feet of lot and building area used for the display or storage of automobiles.
- No parking of vehicles for sale will be allowed in the public right of way or landscape setbacks (with the exception of raised dealer display pads)

C. Loading and Unloading Facilities:

- Each Dealership site shall provide a loading and unloading area which shall be a minimum of twelve (12) feet by 105 feet. This special area shall be designated on the site plan and shall be in conjunction with the inventory storage area. The design of the loading and unloading area shall provide for the following:

- Incorporate ease of ingress and egress for safety and efficiency.
- The loading and unloading facilities shall not adversely interfere with on-site circulation.

- The loading and unloading facilities shall be designed to accommodate vehicle carrier truck maneuvers on site, without backing from or into a public street.

DESIGN REVIEW / SUBMITTAL PROCESS / GENERAL ARCHITECTURE

A design review and submittal process has been established to ensure that all elements of the development within the Visalia Auto Plaza meet the requirements set forth in these design guidelines. All plans and specifications will be submitted through City of Visalia's Site Plan Review process.

A. No building, exterior signs or structures shall be erected or exterior alterations or additions made on any site unless such improvements are in conformance with the plans and specifications approved by the Architectural Review Committee. The approval shall encompass landscaping and architecture as specified by these standards.

B. The Architectural Review Committee shall be established prior to development of the auto dealership and will consist of the following members:

- Two (2) Developer representatives – Auto Plaza Associates, LLC
- Two (2) Dealership representatives –
- One (1) Architectural representative –
- One (1) City representative as appointed by the City Planner -

C. Processing through the Auto Plaza Architectural Review Committee will be in addition to the reviews and submittals required by the City of Visalia. Approval or disapproval shall be made in writing within 30 days of application.

D. Submittals to the Architectural Review Committee shall include:

- A Site Plan showing the location of all of the buildings, landscaped areas, on-site parking areas, vehicular and pedestrian access ways, accessory structures and signage.
- Drawings shall be submitted showing elevations of all buildings from all ground level views together with landscaping, accessory structures, building colors and rim materials.
- A color board of all the surface materials of the buildings and accessory structures.
- All plans shall be prepared by licensed, registered personnel appropriate to the designs being submitted.

- Additional supporting material shall be submitted which adequately demonstrate, to the satisfaction of the Architectural Review Committee, that the provisions of these guidelines are met.
- Landscaping plans shall be submitted which show plant selection and usage, conceptual grading, drainage and irrigation improvements.

E. Architectural Theme:

- The Visalia Auto Plaza intends to encourage a Modern/Contemporary architectural theme. The intent of these standards is not to limit innovative design approaches, nor is it to have all dealerships look exactly alike. Manufacturer image programs are acceptable.
- All buildings should be simple in form and should emphasize geometric shapes and horizontal line qualities. The use of curved surfaces is encouraged.

F. Colors:

- The color scheme shall emphasize earth tones and warm gray shades. The buildings' body color that is selected shall be used through each individual dealership and shall work to integrate all elements of the individual dealerships.

G. Building Materials Acceptable:

- Concrete masonry units
- Stucco
- Exposed timbers
- Precast concrete tilt-up panels.
- Ornamental iron
- New brick of rust color
- Flush surface metal panels

H. Buildings Materials Unacceptable:

- Exposed wood siding
- Corrugated metal siding
- Unpainted metal trim or flashing
- Shake or shingle roof

I. Building Orientation and Views:

- The dealership showrooms and exterior covered areas shall be oriented toward Hurley, Century, and Crowley Streets. Public entrances should be identified by color or form.
- Building and exterior display areas should be sited to complement existing topography, site configuration and adjacent uses. Onsite grading should be kept at a minimum.
- Service bays and repair areas are to be enclosed and located to the rear of the site area. Loading areas, storage areas and trash collection areas should be screened from view from public streets, pedestrian walks or common customer parking areas. The screen wall should be a minimum of six (6) feet in height and shall be masonry concrete or stucco construction consistent with the buildings materials used on the main building. Site fencing, where such fencing is not visible from public streets, may be chain link to maximum height of seven (7) feet with an eighteen (18) inch spiral razor barbed wire cap. No fencing shall be permitted in the front yard setback.
- Roof mounted mechanical equipment, ductwork, vents and access ladders shall be screened from view from the public streets, State Highway 198, pedestrian walks and common parking areas. The equipment shall be screened by the building from itself using parapets, roofs, etc. Individual equipment screens are not encouraged unless they are determined to be consistent with the general building design and materials by the Architectural Review Committee.
- Views from Highway 198; Six (6) foot screen walls will be used to minimize views of the service bays from the highway.
- Large wall masses are to be broken-up through the use of a combination of varying colors and or materials.

J. Vehicle Display Pads:

- Each parcel may have, except on Camp Drive frontages, two (2) raised vehicle display pads for each manufacturer line to a maximum of six (6) per parcel. All display pad shall be constructed consistent with the design in Exhibit 2 and may be located in the required landscape area a minimum of five (5) from property line and shall not create a site distance impact to vehicle traffic when exiting. Suggested distance from vehicle access drives is twenty-five (25) feet.

- Vehicle Display pads may also be used to enhance the Visalia Auto Plaza Center Identification Sign Area as shown in Exhibit 3 if the property owner/dealership association includes a mechanism for the sharing of these pads by all the dealerships on a rotating basis. Otherwise, raised pads are not allowed within 50 feet of the center identification signs.

Exhibit 2 – Raised Pads

Exhibit 3 – Center ID Sign

LANDSCAPING

The primary objective of the landscape guidelines is to promote a visual separation between the dealers, parking lots and adjacent properties. The goal is to promote an environment within the auto mall that is pleasing, inviting, and unified.

A. Landscaping:

- All landscaping will be in accordance with section 17.30.130 of the City of Visalia's Zoning Ordinance, with a provision for clustering of trees.
- Every site on which a building is placed shall be landscaped and maintained thereafter in a well kept condition. A landscaping plan shall be submitted to the Architectural Review Committee. Such landscaping plan shall be prepared by a landscape architect licensed in the State of California.
- Interior landscaping shall be utilized to break up large paved areas and soften building lines.
- The thirty (30) foot front landscaping shall be gently mounded to maximum height of eighteen (18) inches utilizing a turf or ground cover treatment. Trees and shrubs shall be used at common property lines to define site separations.
- The Mill Creek Conservation Easement will be landscaped with riparian plantings.

B. Soil Preparation:

- To ensure proper root growth, soil tests shall be performed and soil additives used to provide adequate nutrients, rooting environmental and soil Ph.

C. Irrigation:

- All landscaped planting areas shall be fully irrigated with complete coverage. All systems/circuits shall be underground. Detailed landscaping and irrigation plans shall be submitted to the City of Visalia Planning Department for review and approval prior to issuance of building permits.
- All irrigation systems shall be automatically controlled with electromechanical or solid state controllers able to have variable length timing circuits.
- Water conservation systems are recommended.
- All valves (remote control valves, quick coupler valves, shut-off valves, etc.) shall be installed in valve boxes which are flush to finished landscaped grade.

D. Fencing:

- On-site fencing may include a chain fence to a maximum total height of seven (7) feet with an optional eighteen (18) inch spiral razor ribbon barbed wire cap, where such fencing is not visible form the public right of way, public walkways and where it does not extend into the thirty (30) foot front yard setback. Masonry walls of the same height may be substituted at owner's option, or where required by the City of Visalia. This requirement is designed to ensure security for individual properties.

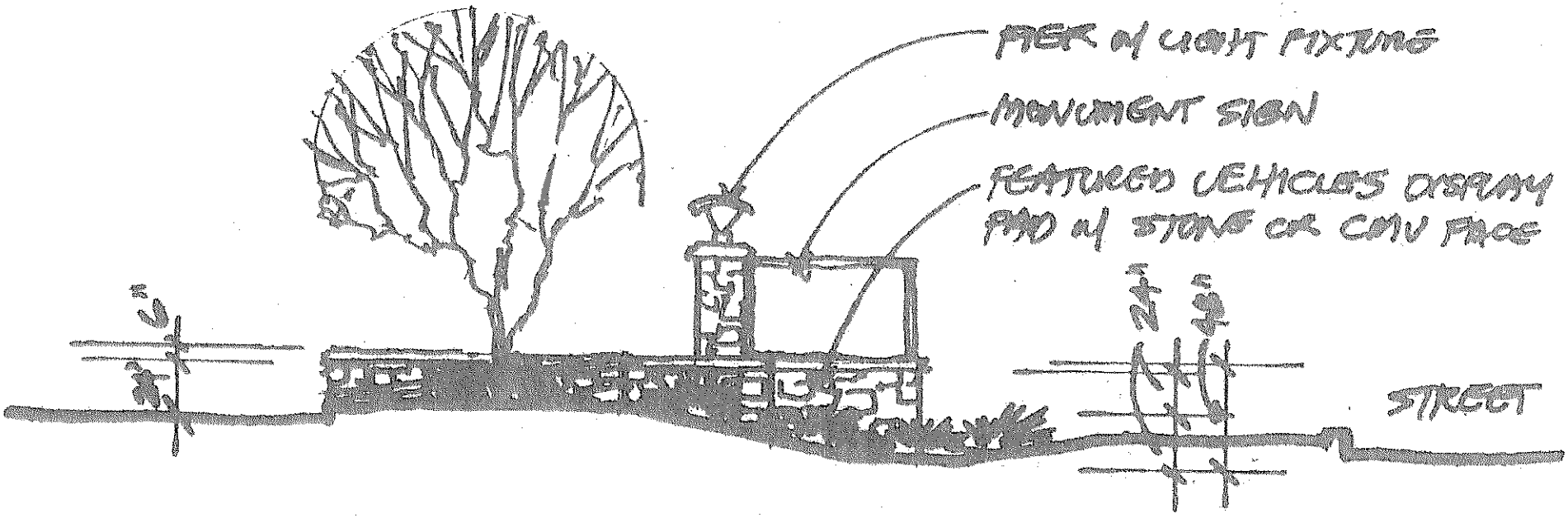
SIGNAGE

A. General Requirements

- Each dealership shall be allowed only those signs that are necessary for identification of the franchise, the premises, the department uses on site an directional signing. The design size, location, color and materials of construction shall be submitted to the Architectural Review Committee for approval prior to construction. All dealerships shall comply with the City of Visalia Sign Ordinance except as provided herein. Billboards, streamers, temporary signs, revolving signs, flashing signs and moving signs are specifically prohibited.
- No signs visible from outside the property may be placed, parked, attached to or displayed from the site except as provided herein. No signs projecting from the roof line of any building or painted on the sides of buildings or roof without approval of the Architectural Review Committee.
- No temporary signs or advertising materials such as balloons, streamers, flags, and inflatable advertising shall be permitted.
- Center identification signs shall only be allowed at the southwest corner of Hurley and Neeley Streets and the T-intersection of Crowley and Neeley as shown in Exhibit 3.

B. Free Standing Monument Signs

- Each dealership shall be allowed one double faced monument sign for each auto line to a maximum of two per parcel consistent with the sign design in Exhibit 4. The sign shall be located on the primary street frontage. Such sign shall be ground-mounted containing the dealership name and manufacture name of the new automobiles sold on the site. The maximum height of the sign shall not exceed ten (10) feet. The total illuminated sign area shall not exceed thirty-five (35) square feet of sign copy per face. The total aggregate surface area of the sign faces and the structure shall not exceed on hundred forty (140) square feet.



MONUMENT SIGN DETAIL

- Freestanding monument signs shall be setback a minimum of five (5) feet from front property lines and a minimum of twenty (20) feet from any interior side property line.
- Freestanding signs are not allowed on the Camp Drive frontage.

C. Building Signs

- Each dealership shall be allowed building signage identifying the dealership name and manufacture name of new automobiles sold on the site. The sign(s) shall be located on the top showroom fascia facing the primary street or on a flat wall surface. The signs shall be preformed, individual illuminated letters with Plexiglas faces in deep channel cans. The maximum height of the letters shall be thirty-six (36) inches. Logo signs shall not exceed ten (10) square feet in area.
- Building signs along Camp Drive shall be limited to secondary signage only.
- Primary Sign - Two square feet of sign area is permitted for each foot of linear occupancy frontage to a maximum of one hundred fifty (150) square feet. Dealerships may choose which exterior side of the building will be used for the purpose of calculating the permitted sign area.
- Secondary Sign - Additional signs of a maximum of twenty-five (25) percent of the sign area as calculated for the primary sign shall be allowed for each remaining exterior wall provided that the sign area for any given wall shall not exceed two square feet per linear foot of the wall length.
- Variances to building sign area may be approved by the Planning Commission in accordance with Section 17.48.110 of the City of Visalia Zoning Ordinance. Approval of a variance shall be based on providing adequate signage for all manufacturer lines at a single dealership.

D. Department Identification Signs

- One wall sign is allowed for each department (e.g., use card, service, parts, body shop, etc). The maximum height of such signs shall be eight (8) inches with a maximum total area of three square feet per sign.

E. Directional signs

- Dealership directional signs shall be limited to "Enter", "Exit", "Service Entrance", "Customer Parking", and "Employee Parking". Sign height shall not exceed four (4) feet with a maximum sign area of four (4) square feet.

LIGHTING

Illumination of the auto mall is important for the safety and security of the pedestrian, and motorist. The quality of the lighting needs to be maintained throughout the center and reinforced through the consistent use height, spacing, color and type of fixture used with in the area.

- Although lighting plans for the auto mall have not yet been developed, a general concept for project lighting to be employed in the phase I development has been established. The plan for night lighting for phase I development would provide for sufficiently bright lighting for security and safety purposes, but would avoid offensive glare and direct illumination of off-site locations. This would be accomplished by specifying the use of metal halide lighting in the parking lots, display areas, and internal circulation areas, by recessing light source completely within their fixture, and through the use of cut-off shields on light standards to block direct illumination beyond the parcel boundaries.

- Search Lights (temporary or permanent) are prohibited.

ECONOMIC AND FISCAL BENEFITS ANALYSIS

CarMax, Visalia, CA

August 6, 2020

Prepared for:

CENTERPOINT INTEGRATED SOLUTIONS

Prepared by:

THE NATELSON DALE GROUP, INC.

P.O. Box 489

Yorba Linda, CA 92885

Telephone: (714) 692-9596

Fax: (714) 692-9597

Web: www.natelsondale.com

SUMMARY OF KEY STUDY FINDINGS

During its construction and operational phases, the proposed CarMax project would generate substantial economic and benefits to the City of Visalia and to the larger Tulare County economy. These benefits are summarized below by major category.

Construction-phase Impacts

- ***51 one-year construction (and related) jobs***, with an average ***annual salary of $40,000***
- ***$6.6 million*** in construction-related spending (i.e., local purchases of construction-related goods and services) in Visalia
- An additional ***$2.2 million in construction related spending*** in other parts of Tulare County, resulting in a total ***countywide construction-phase impact of $8.8 million***

Fiscal Benefits to City and Other Agencies (annually recurring)

- City of Visalia: approximately ***$683,500*** per year in General Fund revenue for the City of Visalia
- Other agencies: ***an additional $60,400 in property tax revenue*** per year – over and above the amount going to the City's General Fund – to various school districts and County agencies

New Business Activity in Local Economy (annual recurring)

- Visalia: ***$15.4 million*** in new annual business activity (i.e., local purchases of goods and services stemming from CarMax and its employees) captured within the City of Visalia
- Tulare County: An additional ***$6.9 million*** in new annual business activity in other areas of Tulare County, resulting in a ***total countywide impact of $22.3 million per year***

New Permanent Jobs

- Visalia: ***52 full-time equivalent (FTE) jobs***
- Tulare County: An ***additional 44 FTE jobs*** in other areas of Tulare County, resulting in ***countywide total of 96 new FTE jobs***
- Average ***annual salary of $41,875 per year***

The Natelson Dale Group, Inc. (TNDG) is an economics and land use consulting established in California in 1974. The firm serves public and private sector clients throughout the United States on a diverse range of economic analyses and development strategies. TNDG is widely recognized for its expertise in evaluating the economic, fiscal and competitive impacts of proposed retail development projects. In this regard, the firm has completed over 90 economic impact studies as part of CEQA processes (including two previous assignments in the City of Visalia). Among others, TNDG has completed economic impact studies for proposed Walmart, Target, and Costco stores. TNDG's previous work in evaluating proposed automobile dealerships includes assignments in Norco, Santa Monica and San Luis Obispo.

Table of Contents

1. INTRODUCTION 1

2. EXECUTIVE SUMMARY 2

3. ANALYSIS OF ECONOMIC IMPACTS 5

Abbreviated Summary of Total City and Total County Economic Impacts 7

Summary of One-Time Construction Impacts 9

Summary of City and County Ongoing Impacts 12

4. FISCAL REVENUE IMPACTS 15

Property Taxes 16

Sales Taxes 17

Motor Vehicle in-Lieu Fees 18

Franchise Fees 19

Business License Taxes 19

Tables

Table 1. Summary of Construction Phase Impacts (Sum of Direct, Indirect, Induced), Visalia CarMax 3

Table 2. Summary of Operations Phase Impacts (Sum of Direct, Indirect, Induced), Visalia CarMax 3

Table 3. Summary of Fiscal Revenue Impacts, City of Visalia, Visalia CarMax 4

Table 4. Breakdown of Property Tax by District/Agency, Visalia CarMax 4

Table 5. Summary of Total Impacts for Visalia CarMax, Construction Phase 7

Table 6. Summary of Total Impacts for Visalia CarMax, Operations Phase 8

Table 7. Summary of One-Time Construction Impacts for Visalia CarMax 10

Table 8. Top 10 Industries Affected by Employment, Construction Impacts, City of Visalia 11

Table 9. Summary of Ongoing Operational Impacts at Stabilized Sales Volumes, Visalia CarMax 13

Table 10. Top 10 Industries Affected by Employment, Ongoing Operations Impacts at Stabilized Sales Volumes, City of Visalia 14

Table 11. Summary of Annual Fiscal Revenue Impact to City's General Fund, Visalia CarMax 15

Table 12. Summary of One-Time Fee and Permit Revenue, Visalia CarMax 16

Table 13. Projected Annually-Recurring Property Tax Revenue by Fund, Visalia CarMax 17

Table 14. Projected Annually-Recurring Sales Tax Revenue, City of Visalia, Visalia CarMax 18

Table 15. Projected Annually-Recurring Motor Vehicle in-Lieu Revenue, City of Visalia, Visalia CarMax . 19

Table 16. Projected Annually-Recurring Franchise Fee Revenue, City of Visalia, Visalia CarMax 20

Table 17. Projected Annually-Recurring Business License Tax Revenue, City of Visalia, CarMax 20

1. INTRODUCTION

This study evaluates the proposed CarMax auto dealership's economic impacts, measured in terms of output (the value of industry production), local jobs and income created, in addition to fiscal revenue impacts. Separate calculations are provided for two categories of economic benefits:

a. Temporary (construction phase) benefits; and

b. Permanent benefits associated with the ongoing operation of the new on-site commercial operations.

Fiscal revenue impacts to the City of Visalia's General Fund include the following:

a. New Property Taxes
b. New Sales Taxes
c. New Motor Vehicle in-Lieu Fees
d. New Franchise Fees
e. Business License Taxes

The report is organized as follows. First, an Executive Summary provides a summary of the study's main findings. Following are sections that summarize the project's economic impacts (Section 4) and fiscal revenue impacts (Section 5), along with technical appendices.

2. EXECUTIVE SUMMARY

The proposed CarMax project would generate the following major categories of economic benefits:

Short-term benefits (construction phase)

- Construction jobs and construction-related spending at local businesses

Permanent benefits

- Permanent jobs and other local business activity related to the ongoing operation of the project
- Local General Fund revenue to the City of Visalia, including property taxes, sales taxes, franchise fees, and business license taxes
- Additional property tax revenue to Tulare County, School Districts, and other County districts and agencies

These benefits are briefly summarized below and on Tables 1 through 4.

Construction-phase Impacts

Construction jobs. The proposed project would create the equivalent of approximately 51 one-year construction (and related) jobs in the City Visalia.

Construction-related payroll. The 51 construction-related jobs would generate a total payroll of $2.0 million, or an average of approximately $40,000 per job.

Local business spending ("output"). Construction of the proposed project would generate a total of $8.8 million in new business activity (i.e., purchases of local goods and services) in Tulare County. Of this total, $6.6 million of the new business activity would be captured within the City of Visalia.

Permanent Impacts

Permanent jobs. Ongoing operation of the proposed project would support a total of 96 permanent jobs in Tulare County (through local purchases of materials, supplies, and services needed to operate the used car dealership). Of this total, close to 52 jobs would be in the City of Visalia.

Permanent local payroll. The 96 supported jobs would generate a total payroll of $4.0 million per year, or an average of approximately $42,000 per job.

Local business spending ("output"). Ongoing operation of the proposed project would generate a total of $22.3 million per year in new business activity (i.e., purchases of local goods and services) in Tulare County. Of this total, $15.4 million per year of the new business activity would be captured within the City of Visalia.

City of Visalia General Fund revenue. Once fully operational, the proposed project would generate about $683,500 in annually recurring revenue to the City's General Fund.

Additional Property Tax revenue (accruing to other agencies in Tulare County). Along with the $7,600 in annual property tax revenue that would accrue to the City's General Fund, the project would generate an additional $60,400 to various school districts and County agencies/districts.

Table 1. Summary of Construction Phase Impacts (Sum of Direct, Indirect, Induced), Visalia CarMax

Impact Category	City of Visalia	Other Tulare County	Total Tulare County
Business Impact/Output	$6,620,000	$2,170,000	$8,790,000
Employees	50.7	13.6	64.3
Employee Compensation	$2,030,000	$510,000	$2,540,000

Source: TNDG; IMPLAN

Table 2. Summary of Operations Phase Impacts (Sum of Direct, Indirect, Induced), Visalia CarMax

Impact Category	City of Visalia	Other Tulare County	Total Tulare County
Business Impact/Output	$15,410,000	$6,870,000	$22,280,000
Employees	51.8	44.2	96.0
Employee Compensation	$2,400,000	$1,620,000	$4,020,000

Source: TNDG; IMPLAN

Table 3. Summary of Fiscal Revenue Impacts, City of Visalia, Visalia CarMax

General Fund Category	Annual Total
Property Taxes	$7,600
Sales Taxes	$666,900
Property Tax VLF Swap	$6,900
Business License Tax	$1,800
Franchise Fees	$300
Total General Fund Revenue	$683,500

Source: TNDG

Table 4. Breakdown of Property Tax by District/Agency, Visalia CarMax

Fund / Agency	Amount
City General Fund	$7,600
County Funds	$15,200
Library Fund	$1,000
School Districts	$25,100
ERAF	$16,600
Other Agencies	$2,500
Total	$68,000

Note: ERAF = Educational Revenue Augmentation Fund

Source: TNDG, Table 13.

3. ANALYSIS OF ECONOMIC IMPACTS

Consistent with standard practice for these types of impact studies, our analysis considers the direct (i.e., onsite) impacts associated with the proposed CarMax project, as well as "multiplier" impacts within the larger Tulare County economy (these "indirect" and "induced" impacts are calculated both for the City of Visalia and Tulare County). These multiplier impacts have been projected using the IMPLAN model. The IMPLAN model was originally developed by researchers at the University of Minnesota and is widely used throughout the United States for economic impact analysis. The model estimates impacts at the city and county levels (based on data that are specific to Tulare County).

The programmatic data used in the IMPLAN analysis were derived by TNDG from construction cost summary data from the project applicant. Economic benefits were estimated through the following process.

- Construction Phase. Based on data from the project pro forma, the estimated construction values were matched to appropriate IMPLAN construction sectors. Construction costs do not include land acquisition costs, as this is simply an asset swap and does not produce any economic activity. Appendix A shows the distribution of construction costs among the IMPLAN construction industry-related sectors.

- Operations Phase. Operations-phase impacts are based on the projected number of employees and annual sales at the project's onsite commercial operations at buildout year stabilized sales volumes. The projected number of employees and estimated annual sales are used as inputs in the IMPLAN model to estimate ongoing impacts associated with the proposed project[1].

The project will generate the following types of economic benefits in the regional economy:

- Direct Benefits. Direct benefits relate to: a) the short-term business activity of general contractors involved in the project construction, and b) the ongoing business activity of retailers and other firms located within the developed project.

- Indirect Benefits. Indirect benefits will result when local firms directly impacted by the project in turn purchase materials, supplies or services from other firms. An example would include increased sales of building materials as a result of construction activity.

- Induced Benefits. Induced benefits relate to the consumption spending of employees of firms that are directly or indirectly affected by the project. These would include all of the goods and services normally associated with household consumption (e.g., housing, retail purchases, local services, etc.).

The analysis quantifies the above benefits in terms of the following measures:

[1] Projected annual sales are based on the applicant's estimate for the Visalia store at full buildout stabilized sales volumes. Projected number of full-time employees was provided by the applicant. From the full-time employment estimates, TNDG estimated total store employment (full- and part-time) based on IMPLAN full-time equivalent (FTE) factors for the relevant IMPLAN industry sector (Sector 402-Retail-Motor vehicle and parts dealers). See Appendix A.

- Total industry output – the increase in gross industry receipts[2], representing the total economic activity generated by the project;

- Total value added – The difference between an industry's total output and the cost of its intermediate inputs. It is the portion of total output that most accurately reflects local economic activity (i.e., local payrolls and profits, as distinct from gross output which may include the value of raw materials purchased outside the region);

- Employment – Expressed as new full- and part-time jobs; and

- Employee compensation – Payroll and benefits associated with the created jobs, including wage and salary, all benefits (e.g., health, retirement) and payroll taxes (both sides of social security, unemployment taxes, etc.).

[2] For Retail and wholesale trade, output = gross margin and not gross sales. Margin is calculated as sales receipts less the cost of the goods sold.

Abbreviated Summary of Total City and Total County Economic Impacts

Table 5, below, provides a summary of the total one-time construction impacts, as described in the two sets of bullet points above, that would be generated by the proposed project.

Table 5. Summary of Total Impacts for Visalia CarMax, Construction Phase

Category	Amount[1]
Visalia	
Output	$6,620,000
Value Added	$3,600,000
Employees[2]	50.7
Employee Compensation	$2,030,000
Remainder of Tulare County	
Output	$2,170,000
Value Added	$1,160,000
Employees[2]	13.6
Employee Compensation	$510,000
Tulare County Total	
Output	$8,790,000
Value Added	$4,760,000
Employees[2]	64.3
Employee Compensation	$2,540,000

1. Sum of direct, indirect, and induced impacts.
2. Part-time and full-time employees

Source: TNDG; IMPLAN

Table 6, on the following page, provides a summary of the total ongoing impacts, resulting from project operations, which would be generated by the proposed project's on-site commercial operations evaluated in this analysis. The impacts are shown at projected full stabilized sales volumes.

Table 6. Summary of Total Impacts for Visalia CarMax, Operations Phase

Category	Amount[1] ($000s, except where noted)
Visalia	
Output	$15,410,000
Value Added	$7,080,000
Employees[2]	51.8
Employee Compensation	$2,400,000
Remainder of Tulare County	
Output	$6,870,000
Value Added	$3,590,000
Employees[2]	44.2
Employee Compensation	$1,620,000
Tulare County Total	
Output	$22,280,000
Value Added	$10,670,000
Employees[2]	96.0
Employee Compensation	$4,020,000

1. Sum of direct, indirect, and induced impacts.
2. Part-time and full-time employees

Source: TNDG; IMPLAN

Summary of One-Time Construction Impacts

The one-time economic benefits associated with the construction phase are summarized for the proposed project in Table 3 on the following page. These one-time economic benefits are based on the construction costs estimated in the project pro forma budget. See Appendix A for a breakdown of the construction costs by IMPLAN industry sector.

Table 8, on page 11, shows the top 10 industries affected by employment, in terms of direct, indirect, and induced impacts. The construction impacts would include the following:

Direct Benefits: During its construction phase, the proposed project would directly generate approximately $5.7 million in total economic activity, result in approximately $3.1 million in local value added, create approximately 44 full- and part-time jobs, and generate close to $1.8 million in employee compensation. Given that the project would be developed in the City of Visalia, just about all direct impacts would occur in the City[3].

Indirect/Inducted Benefits: Along with its direct impacts to the City, the indirect/induced ("multiplier") impacts during project construction would include about $960,000 in total economic activity, approximately $510,000 in local value added, approximately 7 jobs, and about $240,000 in employee compensation. Beyond the City's boundaries, the construction phase would also generate additional multiplier impacts in other areas of Tulare County, as shown in Table 7.

Total Construction Phase Benefits: During its construction phase the project is projected to generate a grand total of approximately $6.6 million in total industry output, $3.6 million in local value added, 51 jobs, and about $2.03 million in employee compensation through direct, indirect and induced economic activity. See Table 7 for the total impacts in the remainder of the County.

[3] The estimated small amount of additional direct impacts throughout the County results from permits/fees paid directly to the County as part of the project's construction phase.

Table 7. Summary of One-Time Construction Impacts for Visalia CarMax

Category	Direct	Indirect	Induced	Total
Output				
Visalia	$5,660,000	$470,000	$490,000	$6,620,000
Remainder of County	0	970,000	1,200,000	2,170,000
Total County	$5,660,000	$1,440,000	$1,690,000	$8,790,000
Total Value Added				
Visalia	$3,090,000	$250,000	$260,000	$3,600,000
Remainder of County	0	500,000	660,000	1,160,000
Total County	$3,090,000	$750,000	$920,000	$4,760,000
Employee Compensation				
Visalia	$1,790,000	$120,000	$120,000	$2,030,000
Remainder of County	0	230,000	280,000	510,000
Total County	$1,790,000	$350,000	$400,000	$2,540,000
Employees				
Visalia	44.1	3.0	3.6	50.7
Remainder of County	0.0	5.6	8.0	13.6
Total County	44.1	8.6	11.6	64.3

Source: TNDG; IMPLAN

Table 8. Top 10 Industries Affected by Employment, Construction Impacts, City of Visalia

IMPLAN Sector	Jobs	Employee Comp.	Value Added	Output
55 - Construction of new commercial structures	42.25	$1,674,700	$2,931,400	$5,400,000
457 - Architectural, engineering, and related services	1.07	$59,300	$89,200	$178,900
445 - Insurance agencies, brokerages, and related activities	0.50	$23,300	$30,000	$98,200
447 - Other real estate	0.49	$3,300	$28,900	$86,300
472 - Employment services	0.41	$17,200	$27,700	$42,900
463 - Environmental and other technical consulting services	0.35	$15,000	$20,500	$32,400
544 - * Employment and payroll of local govt, other services	0.33	$31,900	$35,000	$35,000
456 - Accounting, tax prep, bookkeeping, & payroll srvcs.	0.23	$6,200	$14,400	$23,600
510 - Limited-service restaurants	0.22	$4,300	$8,600	$17,600
509 - Full-service restaurants	0.19	$4,600	$8,100	$13,600

Note: Sum of direct, indirect, and induced impacts.

Source: TNDG; IMPLAN

Summary of City and County Ongoing Impacts

The ongoing economic benefits associated with the proposed project's on-site commercial operations are summarized in Table 9 on the following page. These impacts are based on projected full year stabilized sales volumes for the proposed project. In addition, Table 10, on page 14, shows the top 10 industries affected by employment, in terms of direct, indirect, and induced impacts. The ongoing impacts – at stabilized sales volumes – would include the following:

Direct Benefits: From ongoing operations, the proposed project would directly generate approximately $12.9 million in total economic activity, result in approximately $5.9 million in local value added, create 35 jobs, and generate approximately $1.8 million in employee compensation. Given that the project would be developed in the City of Visalia, all direct impacts would be in the City.

Indirect/Inducted Benefits: Along with direct impacts to the City, the indirect/induced ("multiplier") impacts would include approximately $2.6 million in total economic activity, about $1.2 million in local value added, approximately 17 jobs, and about $580,000 in employee compensation. Beyond the City's boundaries, the construction phase would also generate additional multiplier impacts in other parts of Tulare County, as shown in Table 9.

Total Ongoing Benefits: On an annual basis, the project is projected to generate a grand total of approximately $15.4 million in total industry output, $7.1 million in local value added, 52 jobs, and about $2.4 million in employee compensation through direct, indirect and induced economic activity. See Table 9 for the total impacts in the remainder of the County.

Table 9. Summary of Ongoing Operational Impacts at Stabilized Sales Volumes, Visalia CarMax

Category	Direct	Indirect	Induced	Total
Output				
Visalia	$12,860,000	$1,770,000	$780,000	$15,410,000
Remainder of County	0	3,770,000	3,100,000	6,870,000
Total County	$12,860,000	$5,540,000	$3,880,000	$22,280,000
Total Value Added				
Visalia	$5,850,000	$850,000	$380,000	$7,080,000
Remainder of County	0	1,840,000	1,750,000	3,590,000
Total County	$5,850,000	$2,690,000	$2,130,000	$10,670,000
Employee Compensation				
Visalia	$1,820,000	$390,000	$190,000	$2,400,000
Remainder of County	0	900,000	720,000	1,620,000
Total County	$1,820,000	$1,290,000	$910,000	$4,020,000
Employees				
Visalia	35.0	11.3	5.5	51.8
Remainder of County	0.0	23.3	20.9	44.2
Total County	35.0	34.6	26.4	96.0

Source: TNDG; IMPLAN

Table 10. Top 10 Industries Affected by Employment, Ongoing Operations Impacts at Stabilized Sales Volumes, City of Visalia

IMPLAN Sector	Jobs	Employee Comp.	Value Added	Output
402 - Retail - Motor vehicle and parts dealers	35.06	$1,824,400	$5,857,300	$12,863,600
445 - Insurance agencies, brokerages, and related activities	2.38	$111,000	$143,000	$467,700
447 - Other real estate	1.91	$13,000	$112,800	$337,300
472 - Employment services	1.36	$57,500	$92,300	$143,100
456 - Accounting, tax preparation, bookkeeping, and payroll s	0.85	$22,700	$52,200	$85,800
476 - Services to buildings	0.84	$16,600	$32,700	$48,400
421 - Couriers and messengers	0.48	$19,500	$28,500	$52,000
473 - Business support services	0.38	$14,900	$16,200	$27,500
509 - Full-service restaurants	0.37	$8,900	$15,500	$26,100
422 - Warehousing and storage	0.37	$19,400	$22,500	$44,600

Note: Sum of direct, indirect, and induced impacts.

Source: TNDG; IMPLAN

4. FISCAL REVENUE IMPACTS

The project would generate five primary sources of annually-recurring revenue to the City's General Fund: Property Taxes, Sales Taxes, Motor Vehicle-in-lieu Fees, Business License Taxes, and Franchise Fees. Table 11, below, provides a summary of the annually-recurring revenue by category. On an annual basis, the proposed project is estimated to generate approximately $683,500 in new annually-recurring revenue to the City's General Fund[4].

Table 11. Summary of Annual Fiscal Revenue Impact to City's General Fund, Visalia CarMax

General Fund Category	Annual Total
Property Taxes	$7,600
Sales Taxes	$666,900
Property Tax VLF Swap	$6,900
Business License Tax	$1,800
Franchise Fees	$300
Total General Fund Revenue	$683,500

Source: TNDG

Along with annually recurring General Fund revenue, the proposed project would also generate a significant amount of one-time revenue for permits and related impact fees. The fees would accrue to the City, the County, and local utility agencies. As shown in Table 12, these one-time fees would total approximately $267,000.

[4] All fiscal revenue impacts are rounded to the nearest hundredth number.

Table 12. Summary of One-Time Fee and Permit Revenue, Visalia CarMax

General Fund Category	Annual Total
Entitlement Fees	$12,000
Building Permits	20,000
Expeditor Fees	15,000
Impact Fees	200,000
Utility Fees	20,000
Total General Fund Revenue	$267,000

Note: Totals may not sum due to rounding

Source: Project Applicant

Property Taxes

As shown on Table 13, below, the project would generate approximately than $7,600 in annually-recurring property tax revenue to the City's General Fund. Based on the standard 1.0% property tax rate, the project would generate approximately $68,000 in total property tax revenue[5]. Along with the City's General Fund, other funds (County funds, school districts, Library, etc.) would also receive property tax increment generated by the project, as shown on Table 13.

[5] New assessed value is based on project construction costs, as estimated by the project applicant.

Table 13. Projected Annually-Recurring Property Tax Revenue by Fund, Visalia CarMax

Variable		Amount
Total New Assessed Value	*A*	$6,800,000
Base Property Tax Rate	*B*	1.0%
Total NEW Property Tax Revenue	*C = A x B*	$68,000
Allocation by Fund	Factor	
City General Fund	0.112377	$7,600
County Funds	0.223210	$15,200
Library Fund	0.015277	$1,000
School Districts	0.368847	$25,100
ERAF	0.244185	$16,600
Other Agencies	0.036104	$2,500
Total	1.000000	$68,000

Note: ERAF = Educational Revenue Augmentation Fund

Source: Tulare County Auditor-Controller, Property Tax Division, 2019-20
See Appendix C for tax increment factor detail.

Sales Taxes

As shown on Table 14, on the following page, the project would generate approximately $666,900 in annually-recurring sales tax revenue to the City's General Fund. New sales tax revenue will be generated by used vehicle and other taxable sales. Along with the standard 0.95% of taxable sales that is reimbursed by the State, Measures N and T, the City will receive an additional 0.75% of taxable sales that is generated by Visalia Residents[6].

[6] Estimated share of taxable purchases made by Visalia residents is based on data provided by the applicant. Measure N authorized the City to enact an additional sales tax of 0.50 percent to fund general city services, while Measure T authorized the City to enact an additional sales tax of 0.25 percent to fund public safety.

Table 14. Projected Annually-Recurring Sales Tax Revenue, City of Visalia, Visalia CarMax

Variable		Amount
Dealership Sales		
Total Taxable Sales[1]	*A*	$51,800,000
City Sales Tax Revenue		
Local Sales Tax Rate	*B*	0.95%
On-site Sales Tax Revenue	*C = A x B*	$492,100
Percent of Dealership Used Cars Purchased by City Residents[2]	*D*	45%
Used Vehicle Sales Subject to Additional Measures N & T Sales Tax	*E = D x A*	$23,310,000
Additional *Measure N*[3] Sales Tax Rate	*F*	0.50%
Additional *Measure T*[4] Sales Tax Rate	*G*	0.25%
Additional *Measure N* Sales Tax Revenue	*I = E x F*	$116,550
Additional *Measure T* Sales Tax Revenue	*J = E x G*	$58,275
Total On-site Sales Tax Revenue	***J = C + I + J***	**$666,900**

Notes: 1. Estimate provided by applicant
2. Factor derived from information provided by the applicant
3. Measure N authorized the City city to enact a 0.50% sales tax for essential services
4. Measure T authorized the City city to enact a 0.25% sales tax for public safety

Source: City of Visalia Proposed Budget, Fiscal Years 202-21 & 2021-22; Project Applicant; TNDG

Motor Vehicle in-Lieu Fees

Along with standard property tax revenues, the City also receives separate property tax payments from the State in lieu of Vehicle License Fee (VLF) revenues. This separate property tax line item accrues to the City's General Fund. The amount the City receives from the State increases annually based on the percentage increase in the City's total assessed valuation. As shown on Table 15, on the following page, the proposed project is estimated to generate approximately $6,900 annually-recurring Motor Vehicle in-Lieu Revenue.

Table 15. Projected Annually-Recurring Motor Vehicle in-Lieu Revenue, City of Visalia, Visalia CarMax

Variable		Amount
Incremental Assessed Value from Project	*A*	$6,800,000
City of Visalia		
Property Tax VLF Swap, FY 2018-19 Actual	*B*	$11,578,941
City of Visalia Assessed Valuation, FY 2018-19	*C*	$10,601,276,000
Percentage Increase over FY 2018-19 Base Assessed Value	*D = A / C*	0.06%
New Motor Vehicle in-Lieu Fees	*E = B x D*	$6,900

Source: City of Visalia Comprehensive Annual Financial Report (CAFR), Fiscal Year 2019;
City of Visalia Proposed Budget, Fiscal Years 202-21 & 2021-22

Franchise Fees

Franchise fees accruing to the City are projected on a population-equivalent per capita basis. The relevant population for this calculation is the resident and daytime (employee) populations in Visalia. As shown on Table 16, on the following page, utility franchise fees in the FY 2018-19 budget were $2,700,206, or approximately $16.21 per capita (based on the relevant service area population of 166,562)[7]. The project is projected to generate onsite employment of 35 jobs, counted in this analysis at 50% (for a population equivalent of 17.5 jobs). By multiplying the project's population-equivalent employment by the per capita factor of $16.21, TNDG forecasts that the project at buildout would generate approximately $300 per year in franchise fee revenue for the City.

Business License Taxes

Business license taxes are projected according to the City's business license fee schedule. According to this schedule, retailers are charged a fee of $0.70 per $1,000 of gross receipts, with a maximum bound of $914.00 every six months. Based on the project's projected gross receipts, it would be subject to the maximum fee, or about $1,800 per year.

[7] The City collects franchise fees for the following services: Cable TV, Electric, Gas, and Water.

Table 16. Projected Annually-Recurring Franchise Fee Revenue, City of Visalia, Visalia CarMax

Variable		Amount
Franchise Fees - General Fund[1]	*A*	$2,700,206
City Resident Population	*B*	137,696
City Employee Population	*C*	57,731
Employee Weighting Factor[2]	*D*	0.50
Effective Service Area Population	*E = B + C*D*	166,562
Per Capita/Employee Factor	*F = A / E*	$16.21
Projected onsite employment	*G*	35
Population-equivalent jobs	*H = G*D*	17.5
Total Franchise Fee Revenue Generated by Project	*I = H*F*	$300

Notes: 1. Include Cable TV, Electric, Gas, and Water Franchise Fees

2. Based on assumption that one job is equivalent to 0.50 residents in terms of impacts to City services/revenues

3. Midpoint of staffing model provided by applicant

Source: City of Visalia Proposed Budget, Fiscal Years 202-21 & 2021-22; State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties and the State*; U.S. Census Bureau, OnTheMap; Project Applicant; TNDG.

Table 17. Projected Annually-Recurring Business License Tax Revenue, City of Visalia, CarMax

Variable		Amount
Business License Tax - Fee per $1,000 of Gross Rcpt	*A*	$0.70
Maximum Fee/6 mo[1]	*B*	$914.00
Total Business License Tax Generated by Project	*C = B x 2*	$1,800

Notes: 1. Given the level of projected sales, the CarMax store would be subject to the maximum fee.

Source City of Visalia, Business Tax Information 2020 Brochure

APPENDIX A

IMPLAN MODEL INPUTS
CONSTRUCTION AND OPERATIONS PHASES

Construction Categories

IMPLAN Sector	Model Input
55 – Construction of new commercial structures*	$5,400,000
457 – Architectural, engineering, and related services	$152,000
463 – Environmental and other technical consulting services	$25,000
State/Local Govt Other Services	295,000
Total	$5,872,000

* Includes the following definitions of construction activity, as defined by IMPLAN:
1. New buildings and structures
2. Additions, alterations, conversions, expansions, reconstruction, renovations, rehabilitations, and major replacements
3. Mechanical and electrical installations
4. Site preparation and outside construction of fixed structures
5. Fixed, largely site-fabricated equipment not housed in a building
6. Cost and installation of construction materials placed inside a building and used to support production machinery

Not modeled: land, soft costs purchased outside County, some Furniture, Fixtures, & Equipment (FF&E)
Source: IMPLAN; TNDG.

Operations Categories

Sales Category	IMPLAN Sector	Model Inputs*		
		Sales ($millions)	Employees	Employee Compensation
Used Vehicle Sales and Other Sales/Revenues	402 - Retail Motor vehicle and parts dealers	51.8	35	$1,821,392

Source: IMPLAN; TNDG.

*Sales values derived from data provided by the applicant. Projected sales estimates are conservative in that they are about 65% of the companywide average per dealership, according to sales data from CarMax's most recent Annual Report. Full-time employee estimates provided by the applicant were converted to estimated total employees based IMPLAN full-time equivalent (FTE) factors for this industry sector. Wage and salary estimates are based average levels per employee for this IMPLAN sector.

APPENDIX B

IMPLAN Model Glossary

The following provides technical definitions for measures of economic impacts evaluated in this analysis. These definitions are excerpted from IMPLAN's online glossary[8].

Output – represents the value of industry production. In IMPLAN these are annual production estimates for the year of the data set and are in producer prices. For manufacturers this would be sales plus/minus change in inventory. For service sectors production = sales. For Retail and wholesale trade, output = gross margin and not gross sales.

Value Added – The difference between an industry's or an establishment's total output and the cost of its intermediate inputs. It equals gross output (sales or receipts and other operating income, plus inventory change) minus intermediate inputs (consumption of goods and services purchased from other industries or imported). Value added consists of (1) Labor Income (employee compensation and proprietor income), (2) taxes on production and imports less subsidies (formerly indirect business taxes and nontax payments), and (3) other property income (formerly "other value added")[9]. Gross value added is the value of output less the value of intermediate consumption; it is a measure of the contribution to GDP made by an individual producer, industry or sector.

Employee Compensation – is the total payroll cost of the employee including wages and salaries, all benefits (e.g., health, retirement), and payroll taxes.

Jobs - A job in IMPLAN = the annual average of monthly jobs in that industry (this is the same definition used by QCEW, BLS, and BEA nationally[10]). Thus, 1 job lasting 12 months = 2 jobs lasting 6 months each = 3 jobs lasting 4 months each. A job can be either full-time or part-time.

[8] Accessed at https://implanhelp.zendesk.com/hc/en-us/sections/115002653168-Glossary
[9] A profits-like measure that includes corporate profits, net interest, business transfer payments, etc.
[10] QCEW = Quarterly Census of Employment and Wages; BLS = Bureau of Labor Statistics; BEA = Bureau of Economic Analysis.

APPENDIX C

Fiscal Revenue Model Factors
(Property Tax Increment Factors)

Property Tax Increment Factors for Tax Rate Area (TRA) 006-013, City of Visalia

District Code	District Name	Tax Rate Area 006-013
011	COUNTY GENERAL	0.177615
016	LIBRARY FUND	0.015277
099	EDUCAT REV AUG 92/93	
114	LIBERTY EL MT	0.153510
146	TULARE JT HI MTCE	0.162869
151	COLL/SEQUOIA COM COLL	0.052468
198	COUNTY SCHOOL SER MT	0.024227
336	KAWEAH DELTA HOSPTAL	0.009351
338	KAWEAH DELTA WATER	0.024102
401	TULARE CO AIR POLLUT	0.000344
402	TULARE CO FLOOD CONT	0.002060
415	TULARE MOSQUITO	0.018964
418	VISALIA CEMETERY	0.001098
419	VISALIA CITY	0.112377
431	VISALIA MEMORIAL	0.001553
98	EDUCAT REV AUG 93/94 (ERAF)	0.244185
Total		1.00000000

Note: ERAF = Educational Revenue Augmentation Fund

Source: Tulare County Auditor-Controller, Property Tax Division, 2018-19

REPORT TO CITY OF VISALIA PLANNING COMMISSION

HEARING DATE: December 13, 2021

PROJECT PLANNER: Cristobal Carrillo, Associate Planner
Phone: (559) 713-4443
E-Mail: cristobal.carrillo@visalia.city

SUBJECT: **Amendment to Conditional Zoning Agreement No. 2021-11:** A request by CenterPoint Integrated Solutions to amend Conditional Zoning Agreement No. 2003-01, removing provisions that prohibit the establishment of a "stand-alone" used automobile sales use, and adding development standards for "stand-alone" used automobile sales uses for the Visalia Auto Plaza located within the C-S (Service Commercial) Zone. The Visalia Auto Plaza is located west of North Neeley Street, north of West Camp Drive, and south of the Mill Creek Ditch (APN: 081-020-085).

STAFF RECOMMENDATION

Staff recommends that the Planning Commission recommend that the City Council approve the amendment to Conditional Zoning Agreement No. 2021-11, based on the findings and conditions in Resolution No. 2021-60. Staff's recommendation is based on the conclusion that the request is consistent with the Visalia General Plan, Zoning Ordinance, and the Visalia Auto Plaza architectural design guidelines.

RECOMMENDED MOTION

I move to recommend approval of the amendment to Conditional Zoning Agreement No. 2021-11, based on the findings and conditions in Resolution No. 2021-60.

PROJECT DESCRIPTION

The applicant is seeking to amend the design guidelines of the Visalia Auto Plaza master plan (codified via Conditional Zoning Agreement No. 2003-01) by removing existing prohibitions on the establishment of stand-alone used automobile dealerships within the Visalia Auto Plaza development. Per the applicant's Operational Statement attached per Exhibit "A", the amendment would allow for the establishment of stand-alone used automobile dealerships within the Visalia Auto Plaza plan area if developed on a parcel of no less than five acres in size. The change to the Conditional Zoning Agreement (CZA) provisions are proposed to facilitate the establishment of CarMax, a used automobile sales and service center within the Visalia Auto Plaza. No other changes are proposed to the existing CZA and Visalia Auto Plaza architectural design guidelines. Note that a CZA is an agreement that is recorded against the project site. CZA's can only be changed though submittal of an amendment for review by the Planning Commission, and their recommendation forwarded onto the City Council for final action. Upon recordation of an amended CZA, the revised conditions will be applicable to any future operator within the project area.

The used automobile sales development is proposed for location on a 5.91-acre site to be parceled off from a larger 47.58 acre site. The site is zoned C-S (Service Commercial), which permits the sale of new and used vehicles by right. As a result, if the CZA is ultimately approved by the City Council, no other discretionary reviews by the Planning Commission or City Council will be required for development of the automobile dealership. Only Site Plan Review and a Building Permit will be required for development to proceed.

The applicant has submitted a development proposal for a used automobile sales and service facility to the City of Visalia Site Plan Review Committee concurrently with the CZA amendment request. Plans of the development submitted for review to the Site Plan Review Committee for the December 8, 2021 meeting are included in Exhibits "B", "C", and "D". The proposal includes development of a 4,292 square foot sales building, a 2,620 square foot auto service building, a 1.58-acre automobile sales lot for the display of vehicles, and a 1.20-acre sales staging area for employee use only. Additional areas are devoted to customer parking, landscaping, drive aisles and related onsite and off-site improvements for ingress/egress. These plans are not subject to Planning Commission review and are provided only for reference. Given the nature of the Site Plan Review process, development plans are subject to change depending on comments provided by City Staff during reviews.

BACKGROUND INFORMATION

General Plan Land Use Designation:	Commercial Service	
Zoning:	C-S (Service Commercial)	
Surrounding Zoning and Land Use:	North:	City – I (Industrial), Tulare County jurisdiction – M-1 (Light Manufacturing) / Industrial uses
	South:	AP (Airport), C-R (Regional Commercial) / State Highway 198, Visalia Municipal Airport, mixed commercial uses.
	East:	BRP (Business Research Park) / Mixed commercial and educational uses, vacant land.
	West:	City – A (Agriculture), Tulare County jurisdiction – AE-20 (Exclusive Agriculture, 20-acre minimum site area) / Valley Oak SPCA Adoption Center, vacant land.
Environmental Review No.:	Environmental Document No. 2021-52	
Special Districts:	Visalia Auto Plaza	
Site Plan Review No.:	2021-179	

RELATED PROJECTS

Visalia Auto Plaza: A request by Mangano Homes/Westland Development to allow up to ten auto dealerships on approximately 72 acres, located west of Plaza Drive between Mill Creek Ditch and Camp Drive (APNs: 081-020-063, 068). The project included the following actions:

General Plan Amendment No. 2002-20: An amendment to the Land Use Element amending the land use designation from Agriculture to Service Commercial and expansion of the Urban Development Boundary lines to include the proposed project. The project also included an amendment to the Circulation Element requesting removal of the designation of a portion of Camp Drive as a Collector designated street and designating portions of Neeley Street and Crowley Street as Collector streets as replacement.

Change of Zone No. 2002-18: An amendment to the Zoning Ordinance to change the zone from Agriculture to Service Commercial.

Conditional Zoning Agreement No. 2003-01: An agreement containing design guidelines for the development of the Visalia Auto Mall.

The General Plan Amendment and Change of Zone were approved by the Visalia City Council on August 18, 2003. The Conditional Zoning Agreement was subsequently approved on September 2, 2003, along with the second reading of the Change of Zone No. 2002-18 / Ordinance No. 2003-13.

SIMILAR PROJECTS

CarMax: A request by CarMax to develop a used car sales and service center on a 5-acre parcel within the C-R (Regional Commercial) Zone, located on the southwest corner of South Mooney Boulevard and West Visalia Parkway (APN: 126-960-001). The project included the following actions:

> Zoning Text Amendment No. 2019-13: A request to amend Zoning Ordinance Section 17.25.030 (Zoning Use Matrix) Line A22 to establish "Car Sales – New & Used" as a conditional use in the C-R (Regional Commercial) District, Citywide and to amend Chapter 17.32 Special Provisions to establish Development Standards for Car Dealerships in the C-R zone.
>
> Conditional Use Permit No. 2019-42: A request to allow development of a used car sales and service center.

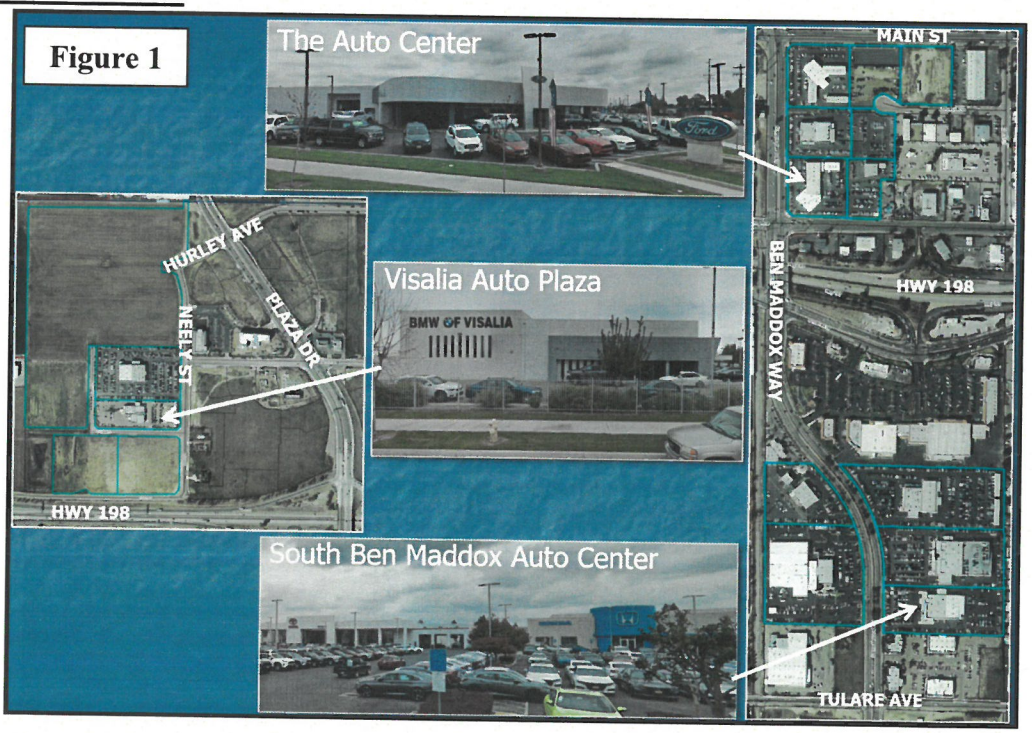
On June 22, 2020, the Visalia Planning Commission denied the Conditional Use Permit, and recommended denial of the Zone Text Amendment to the Visalia City Council. An appeal of the Conditional Use Permit was filed by the applicant on June 30, 2020, to be heard in conjunction with the Zone Text Amendment recommendation. At the August 17, 2020, meeting of the Visalia City Council, the City Council denied the appeal of the Conditional Use Permit decision and denied the Zone Text Amendment request.

PROJECT EVALUATION

Staff supports the amendment to the Conditional Zoning Agreement as conditioned, based on the project's potential to reinvigorate development in the Visalia Auto Plaza, and consistency with the Land Use Element of the General Plan and the Zoning Ordinance.

Existing Auto Malls/Visalia Auto Plaza

The City of Visalia has three auto malls, grouped into three geographical areas (see Figure 1). The first auto mall, referred to as "The Auto Center", is located in a former redevelopment area located along the intersections of E. Main St., E. Mineral King Ave. and S. Ben Maddox Way. The new auto sales dealerships located within the Auto Center include Visalia Buick GMC on 4.69 acres, Visalia Ford on 3.98 acres, and Visalia Hyundai on 3.7 acres. The Auto



Center area is completely built-out with the exception of a vacant 2.11-acre parcel east of the Visalia Buick GMC dealership. The Premier Auto Sales used car dealership located east of the Visalia Ford is not a part of the "Auto Center".

The second auto mall, referred to as the "South Ben Maddox Auto Center", is comprised of several new auto sales dealerships located along the east and west sides of S. Ben Maddox Way between E. Noble and E. Tulare Avenues. The dealerships located in this area include Giant Chevrolet-Cadillac on 6.71 acres, Nissan of Visalia on 6.10 acres, Visalia Honda on 3.99 acres, Visalia Kia on 3.0 acres, and Visalia Toyota on 5.03 acres. This auto mall is entirely built out. The car dealership located on a 1.05-acre parcel north of the Kia dealership is not a part of the South Ben Maddox Auto Center.

The third auto mall, named the "Visalia Auto Plaza", is located at the southwest corner of E. Crowley Avenue and N. Neeley Street, northwest of the Plaza Drive/State Highway 198 interchange. This is the auto mall in which the CarMax is proposed. The 70-acre master planned development was entitled in 2003 for new auto sales, with development standards and architectural guidelines adopted through an accompanying CZA, included in Exhibit "E". The CZA restricts activity within the auto mall to only new auto sales, with used car sales and service components sales allowed only as ancillary uses. As such, stand-alone used car dealerships are not presently allowed within the Visalia Auto Plaza. There are currently two new auto sales dealerships in the Visalia Auto Plaza: Lampe Chrysler Dodge Jeep Ram on 7.18 acres and BMW of Visalia on 3.83 acres. Though an amendment was approved by the City Council in 2017 to allow 15-acres north of Hurley Avenue to be developed with a warehouse distribution building, the majority of the area (approximately 55-acres) is still subject to development standards and architectural guidelines established by the conditional zoning agreement for the Visalia Auto Plaza.

The CarMax would be unable to locate within both the South Ben Maddox Auto Center and The Auto Center due to the auto malls being entirely built out or not containing sufficient vacant acreage to accommodate the needs of a CarMax facility. As such, the Visalia Auto Plaza is the only viable auto mall in which a CarMax can be located. However, since the proposed CarMax dealership would sell only used automobiles, it is currently prohibited from locating within the Visalia Auto Plaza.

Land Use Compatibility

The areas north, east, and west of the proposed CarMax facility are zoned for Service Commercial use and contain either vacant land planned for auto sale and incidental uses, or existing automobile dealerships. Areas to the south contain existing intensive facilities, including State Highway 198 and the Visalia Municipal Airport. Based on the development pattern of the surrounding sites, an automobile dealership will be compatible with what is planned and in the area.

The proposed amendment, to allow establishment of stand-alone used automobile dealerships so long as they are developed on a site of no less than five acres, is similarly expected to have minimal impact on the surrounding areas. As noted by the applicant in Exhibit "A", "*CarMax expanded into California after the [Visalia Auto Mall] conditional zoning agreement was adopted…The elevations and floor plan we have provided show that the facility will definitely have the look and feel similar to a new vehicle facility. This type of business strategy may not have been envisioned in 2003, which may have been the reason at the time for excluding stand-alone used car dealerships. Distinguishing only by whether the vehicles are new or used does not seem as relevant as distinguishing between type, size, and amenities of the facility.*" The sale of new and/or used vehicles presents no difference in terms of land use impacts. And regardless of the type of vehicles sold, the facility will be governed by the rules of the Visalia

Auto Plaza design guidelines, ensuring that any future auto dealerships, new or used, contain designs compatible with the existing auto dealerships. The five-acre minimum lot size requirement is also not considered out of step with the existing developments in the Visalia Auto Plaza, as the existing auto dealerships are located on parcels between 3.83 to 7.18 acres in size.

Conditional Zoning Agreement

As noted previously in this report, a CZA provides a mechanism with which to "lock in" proposed conditions for a site, subject to City Council approval. While conditions can be applied to a Conditional Use Permit (CUP), any such conditions can become nullified if a CUP lapses or becomes void. Conditions applied through a CZA remain with the site permanently and will be applied to any future use established thereon.

The applicant has requested the following amendments to the Visalia Auto Plaza CZA:

1. Removal of the prohibition on the establishment of stand-alone used auto dealerships; and
2. Addition of a development standard allowing for placement of a stand-alone used automobile dealership only if established on a minimum five-acre parcel.

Staff has determined that compatibility with the surrounding areas will not be detrimentally affected by the proposed changes. The sale of used vehicles does not differ in substance from the sale of new vehicles. As it stands, existing dealerships within the Visalia Auto Plaza are already permitted to sell used vehicles, so long as it is incidental to the operation of a new auto sales dealership. The stand-alone dealership and five-acre site provisions will limit the pool of potential applicants to larger more established dealerships and will prevent the proliferation of multiple small dealerships occupying one large site, with no consistency in operation or visual characteristics. These provisions will help secure design uniformity within the master plan area. Staff has also determined that the amendments will strengthen the Visalia Auto Plaza's overall viability, encouraging further development into the area.

Environmental Review

The requested action is considered Categorically Exempt under Section 15305 (Minor Alterations to Land Use Limitations) of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA) (Categorical Exemption No. 2021-52). The exemption is appropriate as the project will not produce significant changes in land use or density.

RECOMMENDED FINDINGS

1. That the amendment to Conditional Zoning Agreement No. 2021-11 is compatible with existing and planned land uses on the site and surrounding areas as the change will continue to facilitate the sale of automobiles, on sites compatible in size to adjacent parcels.
2. That the amendment to Conditional Zoning Agreement No. 2021-11 will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
3. That Categorical Exemption No. 2021-52 was prepared for the project consistent with the California Environmental Quality Act, Section No. 15305, which is appropriate as the project will not produce significant changes in land use or density.

RECOMMENDED CONDITIONS

1. That the amendment to Conditional Zoning Agreement No. 2021-11 is recorded, with proof of recordation provided to staff, prior to the issuance of building permits for this project.
2. That Conditional Zoning Agreement No. 2021-11 shall be amended with the following condition:
   a. That uses within the Visalia Auto Plaza are restricted to new automobile dealerships, with ancillary used car sales and normal service components, and stand-alone used automobile dealerships on parcels of no less than five-acres in size, with ancillary normal service components.

APPEAL INFORMATION

The Planning Commission's decision on the Conditional Zoning Agreement is advisory only. The final decision will be by the Visalia City Council after one or more public hearings. Therefore, the Planning Commission's decision in this matter is not appealable.

Attachments:

- Related Plans and Policies
- Resolution No. 2021-60
- Exhibit "A" – Operational Statement
- Exhibit "B" – Site Plan
- Exhibit "C" – Conceptual Elevations
- Exhibit "D" – Floor Plan
- Exhibit "E" – Visalia Auto Plaza Design Guidelines / Conditional Zoning Agreement No. 2003-01
- Exhibit "F" – Conditional Zoning Agreement No. 2021-11
- Categorical Exemption No. 2021-52
- Site Plan Review No. 2021-179
- General Plan Land Use Map
- Zoning Map
- Aerial Map
- Vicinity Map

RELATED PLANS AND POLICIES

General Plan and Zoning Ordinance:

The following General Plan and Zoning Ordinance policies apply to the proposed project:

Zoning Ordinance (Visalia Municipal Code Title 17), Chapter 17.18 COMMERCIAL ZONES

17.18.010 Purpose and intent.

A. The several types of commercial zones included in this chapter are designed to achieve the following:

1. Provide appropriate areas for various types of retail stores, offices, service establishments and wholesale businesses to be concentrated for the convenience of the public; and to be located and grouped on sites that are in logical proximity to the respective geographical areas and respective categories of patrons that they serve in a manner consistent with the general plan;

2. Maintain and improve Visalia's retail base to serve the needs of local residents and encourage shoppers from outside the community;

3. Accommodate a variety of commercial activities to encourage new and existing business that will employ residents of the city and those of adjacent communities;

4. Maintain Visalia's role as the regional retailing center for Tulare and Kings Counties and ensure the continued viability of the existing commercial areas;

5. Maintain commercial land uses that are responsive to the needs of shoppers, maximizing accessibility and minimizing trip length;

6. Ensure compatibility with adjacent land uses.

B. The purposes of the individual commercial zones are as follows:

1. Neighborhood Commercial Zone (C-N). The purpose and intent of the neighborhood commercial zone district is to provide for small-scale commercial development that primarily serves surrounding residential areas, wherein small office uses as well as horizontal or vertical residential mixed use are also supported, and provide standards to ensure that neighborhood commercial uses are economically viable and also integrated into neighborhoods in terms of design, with negative impacts minimized, with multimodal access, and context-sensitive design. Neighborhood Commercial development shall be subject to design review and public input. There should be 10 to 15 dwelling units per gross acre where residential uses are included. Shopping centers shall be of a total size of 5 to 12 acres and located no closer than one mile from other General Plan designated Neighborhood Commercial locations, or from existing grocery stores, anchored by a grocery store or similar business no larger than 40,000 square feet in size, and include smaller in-line stores of less than 10,000 square feet. Alterations and additions in existing nonconforming centers may be permitted, subject to design review and conditions of approval to minimize neighborhood impacts.

2. Regional Commercial Zone (C-R). The purpose and intent of the regional commercial zone district is to provide areas for retail establishments that are designed to serve a regional service trade area. The uses permitted in this district are to be of a large-scale regional retail nature with supporting goods and services. Uses that are designed to provide service to residential areas and convenience, neighborhood and community level retail are not permitted, while office uses are to be limited.

3. Service Commercial Zone (C-S). The purpose and intent of the planned service commercial zone district is to provide areas that accommodate wholesale, heavy commercial uses, such as lumberyards and construction material retail uses, etc., and services such as automotive, plumbing, and sheet metal fabrication. It is intended that uses in this district be those that can be compatible with heavy truck traffic and noise. Uses that would restrict the operation of generally permitted heavy commercial businesses are not provided in this district. (Ord. 2017-01 (part), 2017: prior code § 7310)

17.18.015 Applicability.

The requirements in this chapter shall apply to all property within the C-N, C-R, and C-S zone districts. (Ord. 2017-01 (part), 2017)

17.18.020 Permitted uses.

Permitted uses in the C-N, C-R, and C-S zones shall be determined by Table 17.25.030 in Section 17.25.030. (Ord. 2017-01 (part), 2017; Ord. 2016-06, 2016; Ord. 2015-04 § 2, 2015; Ord. 2015-01 § 2, 2015; Ord. 2014-07 § 3 (part), 2014; Ord. 2012-10, 2012; Ord. 2012-08, 2012; Ord. 2012-02, 2012; Ord. 2011-07 § 2, 2011; Ord. 2010-16, 2010; Ord. 2009-02, 2009; Ord. 2006-17, 2006; Res. 2004-75 (part), 2004; Ord. 2004-08 § 3, 2004; Res. 2004-14 (part), 2004; Res. 2003-95 (part), 2003; Res. 2002-83, 2002; Res. 2002-26, 2002; Res. 2001-40, 2001; Res. 2001-29, 2001; Ord. 2000-01 § 6, 2000; Ord. 9903 § 3, 1999; Ord. 9717 § 2 (part), 1997; amended by council August 13, 1997; amended by council June 3, 1996 and May 20, 1996: prior code § 7328)

17.18.030 Conditional and temporary uses.

Conditional and temporary uses in the C-N, C-R, and C-S zones shall be determined by Table 17.25.030 in Section 17.25.030. (Ord. 2017-01 (part), 2017: Ord. 2016-06, 2016; Ord. 2015-04 § 2, 2015; Ord. 2015-01 § 2, 2015; Ord. 2014-07 § 3 (part), 2014; Ord. 2012-10, 2012; Ord. 2012-08, 2012; Ord. 2012-02, 2012; Ord. 2011-07 § 2, 2011; Ord. 2010-16, 2010; Ord. 2009-02, 2009; Ord. 2006-17, 2006; Res. 2004-75 (part), 2004; Ord. 2004-08 § 3, 2004; Res. 2004-14 (part), 2004; Res. 2003-95 (part), 2003; Res. 2002-83, 2002; Res. 2002-26, 2002; Res. 2001-40, 2001; Res. 2001-29, 2001; Ord. 2000-01 § 6, 2000; Ord. 9903 § 3, 1999; Ord. 9717 § 2 (part), 1997; amended by council August 13, 1997; amended by council June 3, 1996 and May 20, 1996: prior code § 7328)

17.18.040 Required conditions.

A. A site plan review permit must be obtained for all development in all C-N, C-S, and C-R zones, subject to the requirements and procedures in Chapter 17.28.

B. All businesses, services and processes shall be conducted entirely within a completely enclosed structure, except for off-street parking and loading areas, gasoline service stations, outdoor dining areas, nurseries, garden shops, Christmas tree sales lots, bus depots and transit stations, electric distribution substation, and recycling facilities;

C. All products produced on the site of any of the permitted uses shall be sold primarily at retail on the site where produced;

D. All new construction in existing C-N zones not a part of a previously approved planned development shall conform with development standards determined by the site plan review committee. (Ord. 2017-01 (part), 2017: prior code § 7319)

17.18.050 Off-street parking and loading facilities.

Off-street parking and off-street loading facilities shall be provided as prescribed in Chapter 17.34. (Ord. 2017-01 (part), 2017: prior code § 7325)

17.18.080 Development standards in the C-S zone.

The following development standards shall apply to property located in the C-S zone:

A. Minimum site area: five thousand (5,000) square feet.
B. Maximum building height: sixty (60) feet.
C. Minimum required yards (building setbacks):

1. Front: ten (10) feet;
2. Rear: zero (0) feet;
3. Rear yards abutting an R-1 or R-M zone district: fifteen (15) feet;
4. Side: zero (0) feet;
5. Side yards abutting an R-1 or R-M zone district: fifteen (15) feet;

6. Street side yard on corner lot: ten (10) feet.

D. Minimum required landscaped yard (setback) areas:

1. Front: ten (10) feet;
2. Rear: five (5) feet (except where a building is located on side property line);
3. Rear yards abutting an R-1 or R-M zone district: five (5) feet;
4. Side: five (5) feet (except where a building is located on side property line);
5. Side yards abutting an R-1 or R-M zone district: five (5) feet;
6. Street side on corner lot: ten (10) feet. (Ord. 2017-01 (part), 2017)

RESOLUTION NO. 2021-60

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF VISALIA RECOMMENDING APPROVAL OF AN AMENDMENT TO CONDITIONAL ZONING AGREEMENT NO. 2021-11: A REQUEST BY CENTERPOINT INTEGRATED SOLUTIONS TO AMEND CONDITIONAL ZONING AGREEMENT NO. 2003-01, REMOVING PROVISIONS THAT PROHIBIT THE ESTABLISHMENT OF A "STAND-ALONE" USED AUTOMOBILE SALES USE, AND ADDING DEVELOPMENT STANDARDS FOR "STAND-ALONE" USED AUTOMOBILE SALES USES FOR THE VISALIA AUTO PLAZA LOCATED WITHIN THE C-S (SERVICE COMMERCIAL) ZONE. THE VISALIA AUTO PLAZA IS LOCATED WEST OF NORTH NEELEY STREET, NORTH OF WEST CAMP DRIVE, AND SOUTH OF THE MILL CREEK DITCH (APN: 081-020-085).

WHEREAS, Amendment to Conditional Zoning Agreement No. 2021-11 is a request by CenterPoint Integrated Solutions to amend Conditional Zoning Agreement No. 2003-01, removing provisions that prohibit the establishment of a "stand-alone" used automobile sales use, and adding development standards for "stand-alone" used automobile sales uses for the Visalia Auto Plaza located within the C-S (Service Commercial) Zone. The Visalia Auto Plaza is located west of North Neeley Street, north of West Camp Drive, and south of the Mill Creek Ditch (APN: 081-020-085); and

WHEREAS, the Planning Commission of the City of Visalia, after duly published notice, held a public hearing before said Commission on December 13, 2021; and

WHEREAS, the Planning Commission of the City of Visalia considered the Amendment to Conditional Zoning Agreement No. 2021-11 in accordance with Section 17.44.070 of the Zoning Ordinance of the City of Visalia and on the evidence contained in the staff report and testimony presented at the public hearing; and

WHEREAS, the Planning Commission finds the project to be Categorically Exempt consistent with the California Environmental Quality Act (CEQA) and City of Visalia Environmental Guidelines, Categorical Exemption No. 2021-52.

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to CEQA Section 15305.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Visalia recommends approval to the City Council of Conditional Zoning Agreement No. 2021-11 based on the following specific findings and evidence presented:

1. That the amendment to Conditional Zoning Agreement No. 2021-11 is compatible with existing and planned land uses on the site and surrounding areas as the change will continue to facilitate the sale of automobiles, on sites compatible in size to adjacent parcels.
2. That the amendment to Conditional Zoning Agreement No. 2021-11 will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

3. That Categorical Exemption No. 2021-52 was prepared for the project consistent with the California Environmental Quality Act, Section No. 15305, which is appropriate as the project will not produce significant changes in land use or density.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Visalia recommends approval to the City Council of Conditional Zoning Agreement No. 2021-11, as shown in Exhibit "F", on the real property as shown in the Visalia Auto Plaza architectural design guidelines document, comprising six parcels located west of North Neely Street, north of West Camp Drive, and south of the Mill Creek Ditch (APN's 081-020-071, 072, 078, 084, 085), in accordance with the terms of this resolution and under the provisions of Chapter 17.44 of the Ordinance Code of the City of Visalia, based upon the following conditions:

1. That the amendment to Conditional Zoning Agreement No. 2021-11 is recorded, with proof of recordation provided to staff, prior to the issuance of building permits for this project.
2. That Conditional Zoning Agreement No. 2021-11 shall be amended with the following condition:
   a. That uses within the Visalia Auto Plaza are restricted to new automobile dealerships, with ancillary used car sales and normal service components, and stand-alone used automobile dealerships on parcels of no less than five-acres in size, with ancillary normal service components.

EXHIBIT "A"

901 East Main Street | Visalia, CA 93292 | (559) 733-0440

December 2, 2021

Cristobal Carrillo
Community Development Director
City of Visalia
901 E Main Street
Visalia, CA 93292

Subject: Request for Amendment to Visalia Auto Plaza Conditional Zoning Agreement

Dear Mr. Carrillo:

As you know, we have been working with you and other City staff to develop an automobile sales and service facility on the existing 5.91-acre site at West Hillsdale Avenue and North Century Street in the designated Visalia Auto Plaza district. This district is governed by a Conditional Zoning Agreement (CZA 2003-01) that prohibits used car facilities as a standalone use. We have requested an amendment to the agreement that would allow for used car sales if the site is a minimum 5-acre site. The property is currently zoned Service Commercial (C-S) and would remain C-S but with the proposed modifications to the CZA that would allow standalone used car sales.

CarMax expanded into California after the conditional zoning agreement was adopted. The business strategy of CarMax is to provide great customer service and amenities at their used vehicle sales sites. The elevations and floor plan we have provided show that the facility will definitely have the look at feel similar to a new vehicle facility. This type of business strategy may not have been envisioned in 2003, which may have been the reason at the time for excluding standalone used car dealerships. Distinguishing only by whether the vehicles are new or used does not seem as relevant as distinguishing between type, size, and amenities of the facility. We, therefore, request that the City amend the conditional zoning agreement so that CarMax may locate in the Visalia Auto Plaza.

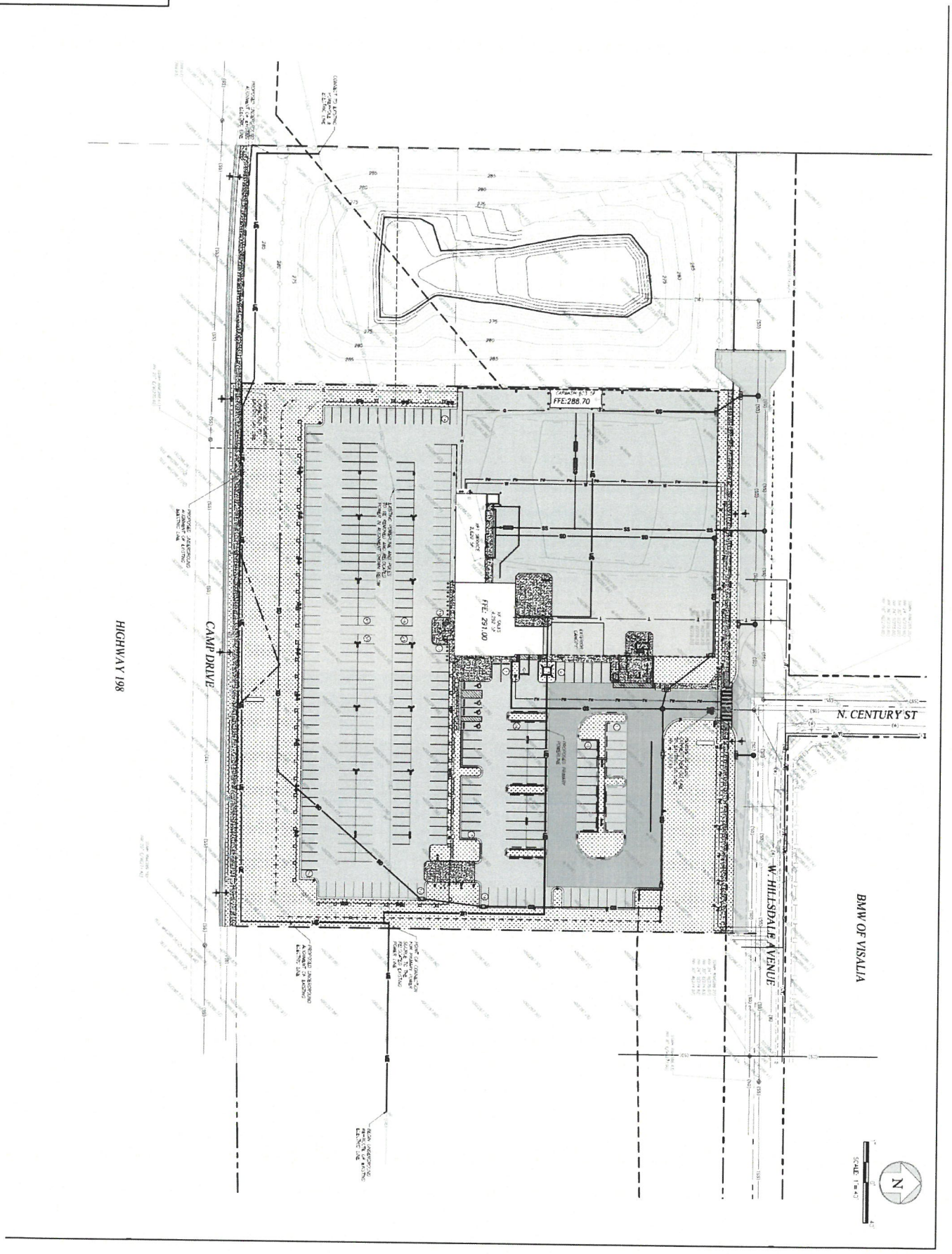
If you have any questions regarding this request, please call John Thatcher at (720) 800-3355, or call me at (559) 259-1466.

Sincerely,

Steve Brandt, AICP
Principal Planner, QK

cc: John Thatcher, Centerpoint

EXHIBIT "B"


BMW OF VISALIA
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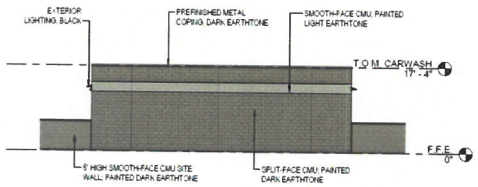
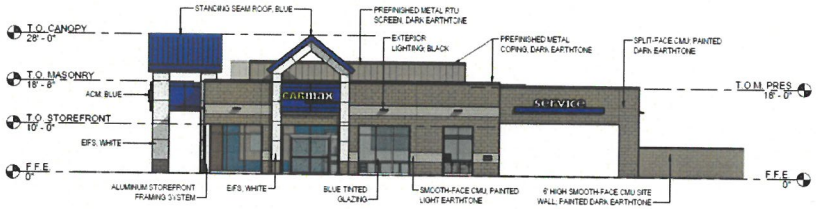
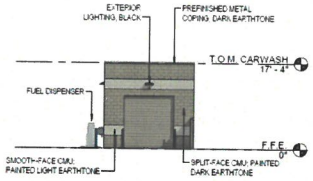
W. HILLSDALE AVENUE
CAMP DRIVE
HIGHWAY 198
FFE:288.70
FFE: 291.00
N



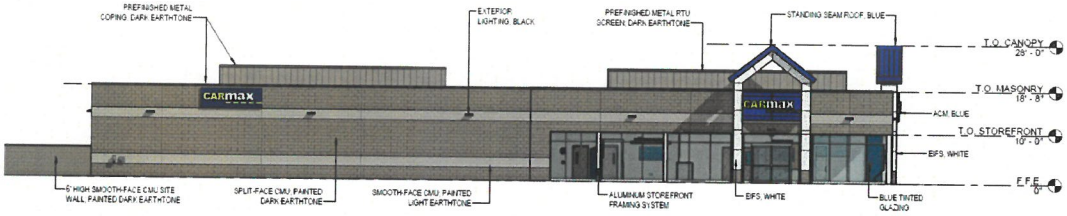
5 / A3.0 WEST ELEVATION - CARWASH
3/32" = 1'-0"



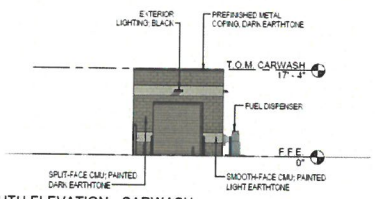
1 / A3.0 EAST ELEVATION
3/32" = 1'-0"



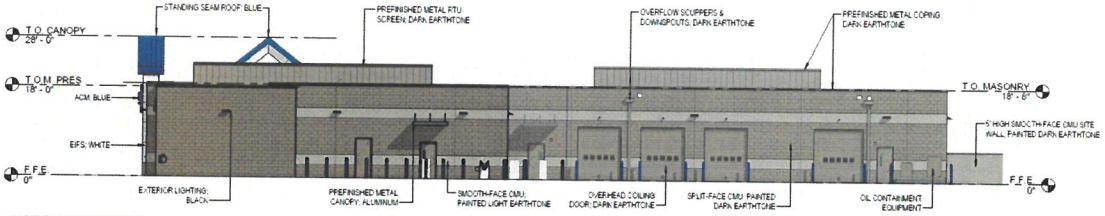
6 / A3.0 NORTH ELEVATION - CARWASH
3/32" = 1'-0"



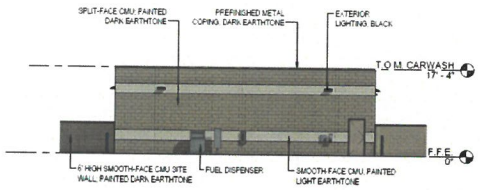
2 / A3.0 SOUTH ELEVATION
3/32" = 1'-0"



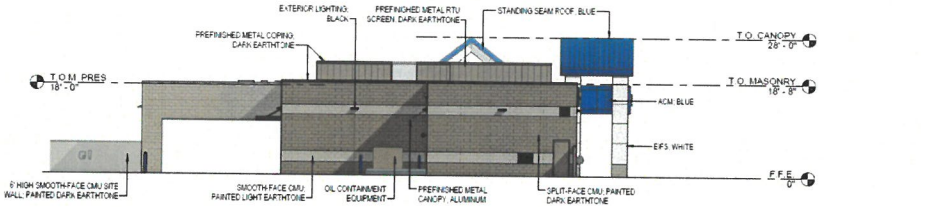
7 / A3.0 SOUTH ELEVATION - CARWASH
3/32" = 1'-0"



3 / A3.0 NORTH ELEVATION
3/32" = 1'-0"



8 / A3.0 EAST ELEVATION - CARWASH
3/32" = 1'-0"



4 / A3.0 WEST ELEVATION
3/32" = 1'-0"

EXHIBIT "C"

CARmax
THE AUTO SUPERSTORE
CARMAX AUTO SUPERSTORES, INC., A VIRGINIA CORPORATION
12800 TUCKAHOE CREEK PKWY · RICHMOND, VA 23238 (804) 747-0422

FEASIBILITY
NOT RELEASED FOR CONSTRUCTION

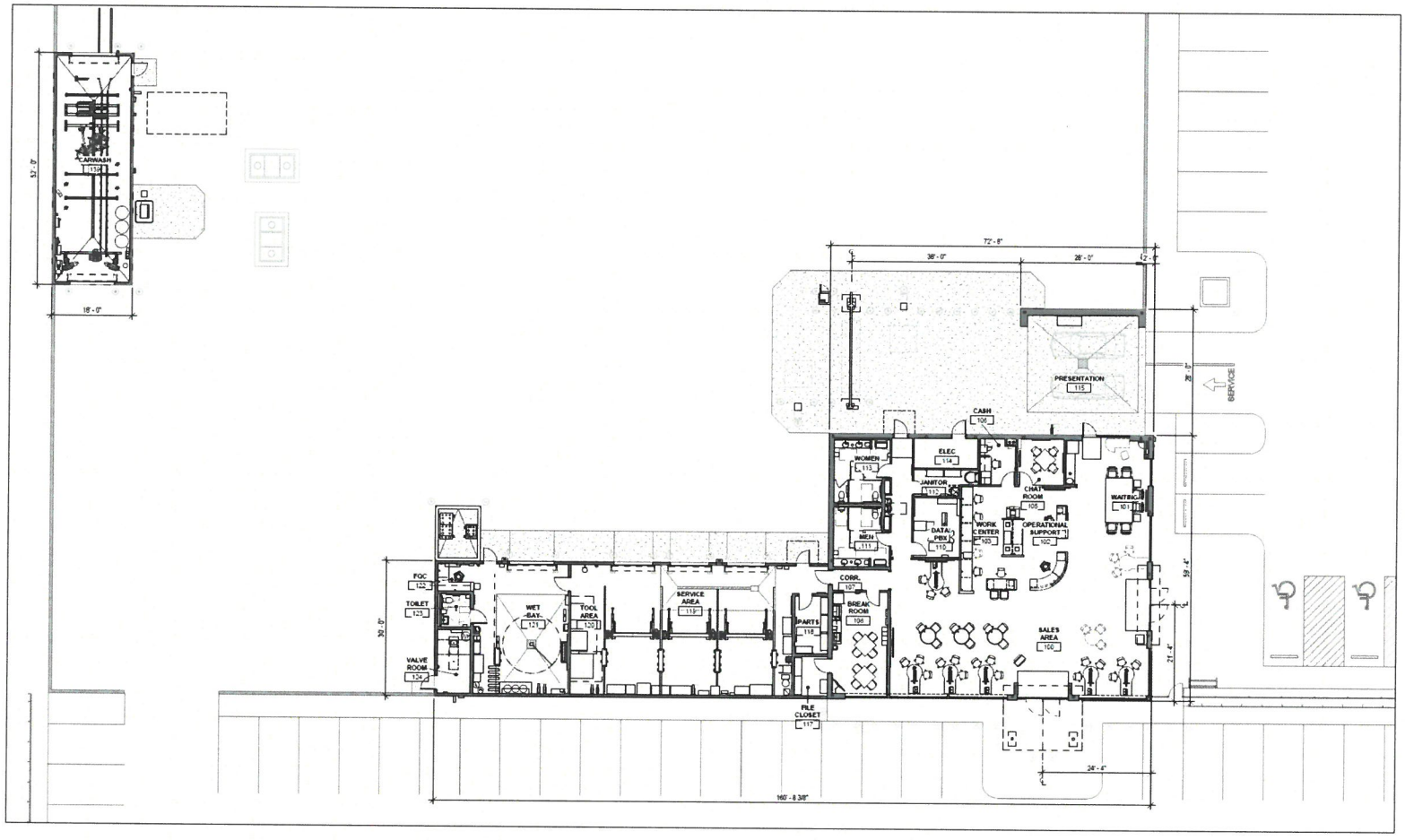
VISALIA, CA
20-21057.00
STORE NO. 6064 - HILLSDALE AVE, VISALIA AUTO PLAZA.

CONCEPTUAL ELEVATIONS

SP-01

CHARLES J O'BRIEN ARCHITECT

A 3.0
11 MAY 2021



1 SALES, SERVICE & CARWASH PLANS
A 2.0 3/32" = 1'-0"

N

CHARLES J O'BRIEN ARCHITECT

A 2.0
11 MAY 2021

EXHIBIT "D"

CARmax
THE AUTO SUPERSTORE

FEASIBILITY
NOT RELEASED FOR CONSTRUCTION

VISALIA, CA
20-21057.00
STORE NO. 6064 - HILLSDALE AVE, VISALIA AUTO PLAZA-

CONCEPTUAL FLOOR PLANS

SP-01

EXHIBIT "E"

VISALIA AUTO PLAZA

Architectural Design Guidelines

August 19, 2003

Prepared By:

QK4

Architecture.Engineering.Construction.

TABLE OF CONTENTS

Introduction 2

Site Master Plan 3

Site Planning Concepts 4

Required Setbacks 4

Parking Requirements 5

Design Review / Submittal Process / General Architecture 6

Landscaping 11

Signage 12

Lighting 15

INTRODUCTION

Visalia Auto Plaza (VAP) is a 70 acre, state of the art, regional automotive shopping and service experience for customers in the greater Visalia / Tulare / Hanford area. Modeled after retail concepts of the regional shopping mall, the VAP provides shoppers a unique destination where multiple vehicle dealerships are consolidated on one property of facilitate their purchase and service needs. Variety and selection are the two primary goals of any shopping experience and the VAP through the introduction of separate vehicles brands on properties ranging from approximately 4 to 13.5 acres.

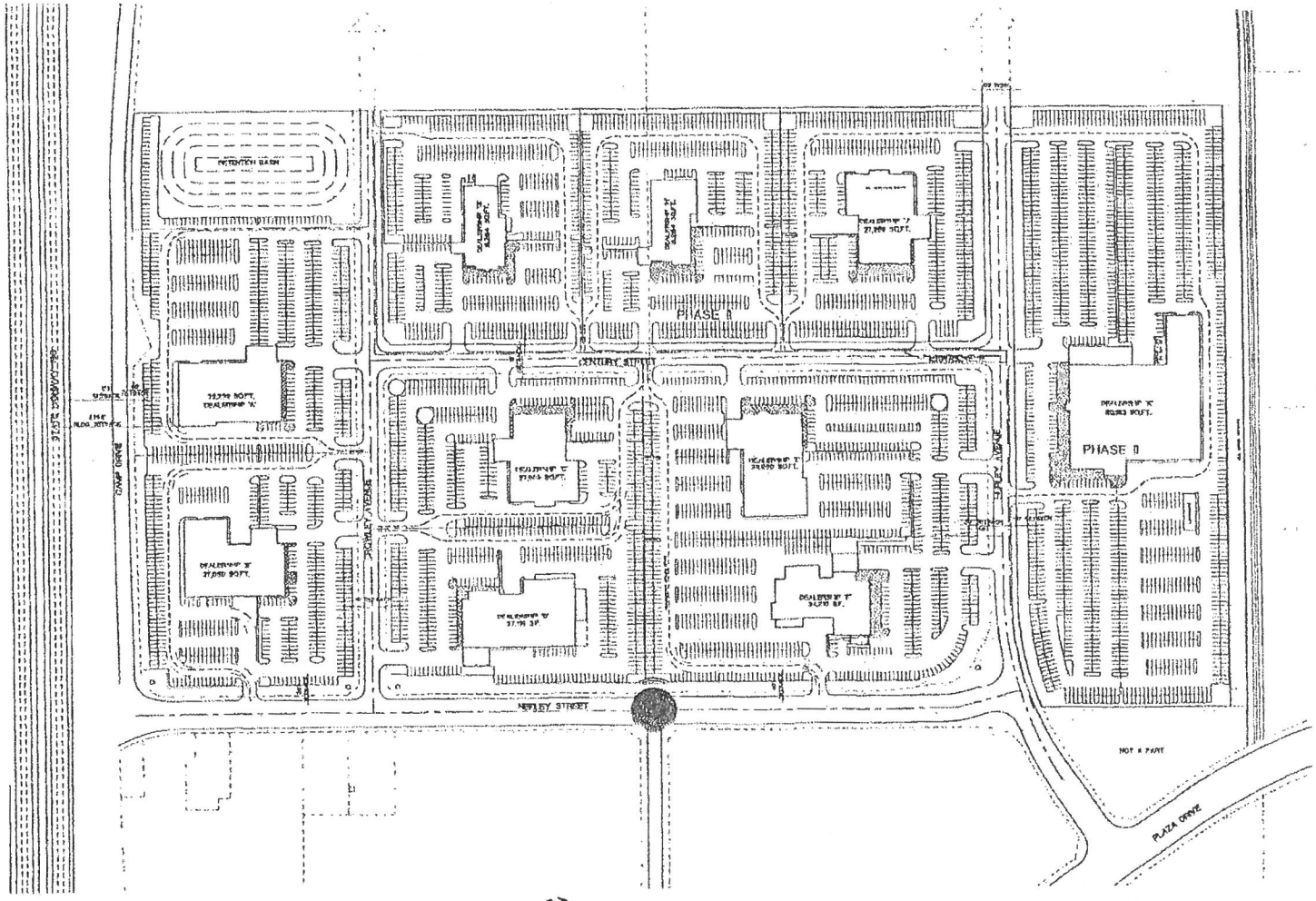
The following architectural design standards have been created as guidelines for the development of the auto plaza and to create continuity between each facet of the project as it is designed and constructed.

SITE MASTER PLAN

The overall Site Master Plan for the Visalia Auto Plaza is shown with all of the proposed phases, is reduced and shown on the next page, Exhibit 1.

SITE IMPROVEMENT

Site improvements will be constructed as each individual dealership develops. These improvements will include construction of ½ streets, plus a 12 foot wide travel lane as well as frontage improvements such as curb and gutter, landscaping and street lighting along the project side only.



SOURCE: QK4 ARCHITECTURE

CONCEPT PLAN
FIGURE 6

DATE: 5.14.03

- NOTES: - VEHICLE TRANSPORT AND FIRE TRUCK TURNING PLACE MINIMUM FIRE DIMENSION IS 35' AND MINIMUM OUTSIDE DIAMETER IS 45', TYPICAL THROUGHOUT THE SITE
- PHASE II DEVELOPMENTS ARE IN HATCHED AREAS
- MINIMUM SETBACKS REQUIRED ARE NOTATED ON PLAN

SITE PLANNING CONCEPTS

A. Building location and open spaces; Visalia Auto Plaza auto mall is planned on a parcel of land that is within the gateway to the City of Visalia along State Highway 198. Careful consideration was given to the appearance and site lines from the highway. The building orientation and land uses that abut the highway were purposely laid out to enhance this scenic corridor. Therefore the intent was not to back the project up to the highway, but to open it up and allow site lines with views into the center. To enhance the concept, peripheral building elements (landscape, hardscape, screen walls, sign bases, etc.) will have unifying architectural styles. Buildings will be built on stand-alone pads.

B. Proposed uses; Uses within the project and restricted to new car dealerships with ancillary used car sales and normal service components. No stand alone used car facilities will be allowed in the project.

C. Access; Access to the Auto Plaza will be from Plaza Drive. Ingress and egress for individual dealerships will be from Neeley, Hurley, Century, and Crowley Streets. No access to individual parcels will be permitted from Camp Drive.

D. Phasing of Construction; The project will be constructed in two phases. The developer will construct all improvements to the public streets, underground utilities, common area landscaping, and signage at each phase. Construction of improvements for each parcel would be the responsibility of individual parcel owner. Each individual parcel will provide the required parking for their building. Site drainage will designed so that each phase will work independently of the other phases.

REQUIRED SETBACKS

Building and landscape setbacks are required and will be established through the Architectural Design Guidelines. Setbacks are to be measured from the edge of the property boundary unless otherwise indicated.

A. Building Setbacks:

- Hurley, Camp & Neeley — 30' Minimum
- Century, & Crowley — 15' Minimum
- Mill Creek — 5' Minimum from edge of Conservation Easement
- Side Yard — 5' Minimum
- Rear Yard — 5' Minimum

B. Landscaping Setback:

Hillsdale

• Camp, Hurley & Neeley	30' Minimum
• Century, Crowley	15' Minimum
• Mill Creek Ditch	5' Minimum from edge of Conservation Easement
• Side Yard	5' Minimum
• Rear Yard	5' Minimum

C. Building Coverage:

- Each site shall have a maximum building coverage of fifty (50) percent of the net site area.

D. Building Height:

- Showroom building height shall be to a maximum of thirty (30) feet. The height shall be measured from the finished surface grade level to the highest point of the roof.

PARKING REQUIREMENTS

A. Customer and employee parking shall be incorporated on the site plans and shall clearly be identified by on-site signage.

B. Minimum parking requirements are as follows:

- Automobile dealerships; One parking space for each two employees during the time of maximum employment, plus one parking space for each two thousand (2,000) square feet of lot and building area used for the display or storage of automobiles.
- No parking of vehicles for sale will be allowed in the public right of way or landscape setbacks (with the exception of raised dealer display pads)

C. Loading and Unloading Facilities:

- Each Dealership site shall provide a loading and unloading area which shall be a minimum of twelve (12) feet by 105 feet. This special area shall be designated on the site plan and shall be in conjunction with the inventory storage area. The design of the loading and unloading area shall provide for the following:

- Incorporate ease of ingress and egress for safety and efficiency.
- The loading and unloading facilities shall not adversely interfere with on-site circulation.

- The loading and unloading facilities shall be designed to accommodate vehicle carrier truck maneuvers on site, without backing from or into a public street.

DESIGN REVIEW / SUBMITTAL PROCESS / GENERAL ARCHITECTURE

A design review and submittal process has been established to ensure that all elements of the development within the Visalia Auto Plaza meet the requirements set forth in these design guidelines. All plans and specifications will be submitted through City of Visalia's Site Plan Review process.

A. No building, exterior signs or structures shall be erected or exterior alterations or additions made on any site unless such improvements are in conformance with the plans and specifications approved by the Architectural Review Committee. The approval shall encompass landscaping and architecture as specified by these standards.

B. The Architectural Review Committee shall be established prior to development of the auto dealership and will consist of the following members:

- Two (2) Developer representatives – Auto Plaza Associates, LLC
- Two (2) Dealership representatives –
- One (1) Architectural representative –
- One (1) City representative as appointed by the City Planner -

C. Processing through the Auto Plaza Architectural Review Committee will be in addition to the reviews and submittals required by the City of Visalia. Approval or disapproval shall be made in writing within 30 days of application.

D. Submittals to the Architectural Review Committee shall include:

- A Site Plan showing the location of all of the buildings, landscaped areas, on-site parking areas, vehicular and pedestrian access ways, accessory structures and signage.
- Drawings shall be submitted showing elevations of all buildings from all ground level views together with landscaping, accessory structures, building colors and rim materials.
- A color board of all the surface materials of the buildings and accessory structures.
- All plans shall be prepared by licensed, registered personnel appropriate to the designs being submitted.

- Additional supporting material shall be submitted which adequately demonstrate, to the satisfaction of the Architectural Review Committee, that the provisions of these guidelines are met.
- Landscaping plans shall be submitted which show plant selection and usage, conceptual grading, drainage and irrigation improvements.

E. Architectural Theme:

- The Visalia Auto Plaza intends to encourage a Modern/Contemporary architectural theme. The intent of these standards is not to limit innovative design approaches, nor is it to have all dealerships look exactly alike. Manufacturer image programs are acceptable.
- All buildings should be simple in form and should emphasize geometric shapes and horizontal line qualities. The use of curved surfaces is encouraged.

F. Colors:

- The color scheme shall emphasize earth tones and warm gray shades. The buildings' body color that is selected shall be used through each individual dealership and shall work to integrate all elements of the individual dealerships.

G. Building Materials Acceptable:

- Concrete masonry units
- Stucco
- Exposed timbers
- Precast concrete tilt-up panels.
- Ornamental iron
- New brick of rust color
- Flush surface metal panels

H. Buildings Materials Unacceptable:

- Exposed wood siding
- Corrugated metal siding
- Unpainted metal trim or flashing
- Shake or shingle roof

I. Building Orientation and Views:

- The dealership showrooms and exterior covered areas shall be oriented toward Hurley, Century, and Crowley Streets. Public entrances should be identified by color or form.
- Building and exterior display areas should be sited to complement existing topography, site configuration and adjacent uses. Onsite grading should be kept at a minimum.
- Service bays and repair areas are to be enclosed and located to the rear of the site area. Loading areas, storage areas and trash collection areas should be screened from view from public streets, pedestrian walks or common customer parking areas. The screen wall should be a minimum of six (6) feet in height and shall be masonry concrete or stucco construction consistent with the buildings materials used on the main building. Site fencing, where such fencing is not visible from public streets, may be chain link to maximum height of seven (7) feet with an eighteen (18) inch spiral razor barbed wire cap. No fencing shall be permitted in the front yard setback.
- Roof mounted mechanical equipment, ductwork, vents and access ladders shall be screened from view from the public streets, State Highway 198, pedestrian walks and common parking areas. The equipment shall be screened by the building from itself using parapets, roofs, etc. Individual equipment screens are not encouraged unless they are determined to be consistent with the general building design and materials by the Architectural Review Committee.
- Views from Highway 198; Six (6) foot screen walls will be used to minimize views of the service bays from the highway.
- Large wall masses are to be broken-up through the use of a combination of varying colors and or materials.

J. Vehicle Display Pads:

- Each parcel may have, except on the Camp Drive and Neeley Street frontages, two (2) raised vehicle display pads for each manufacturer line to a maximum of six (6) per parcel. All display pad shall be constructed consistent with the design in Exhibit 2 and may be located in the required landscape area a minimum of five (5) from property line and shall not create a site distance impact to vehicle traffic when exiting. Suggested distance from vehicle access drives is twenty-five (25) feet.

- Vehicle Display pads may also be used to enhance the Visalia Auto Plaza Center Identification Sign Area as shown in Exhibit 3 if the property owner/dealership association includes a mechanism for the sharing of these pads by all the dealerships on a rotating basis. Otherwise, raised pads are not allowed within 50 feet of the center identification signs.

Exhibit "2""

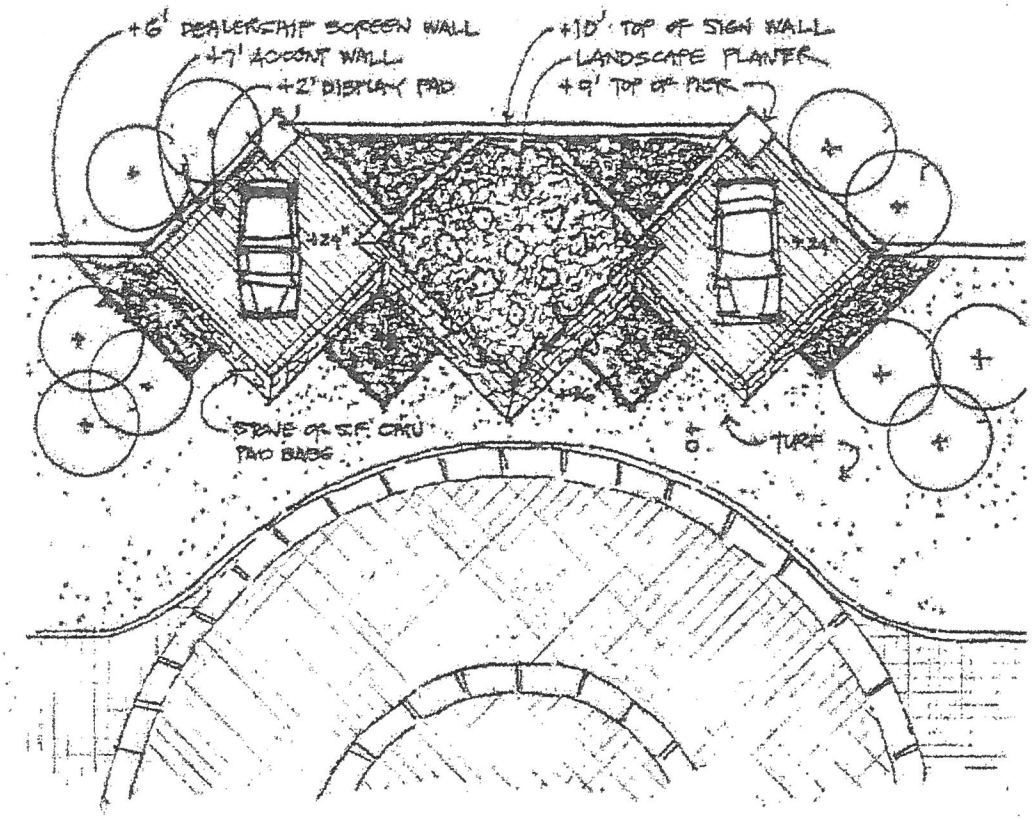
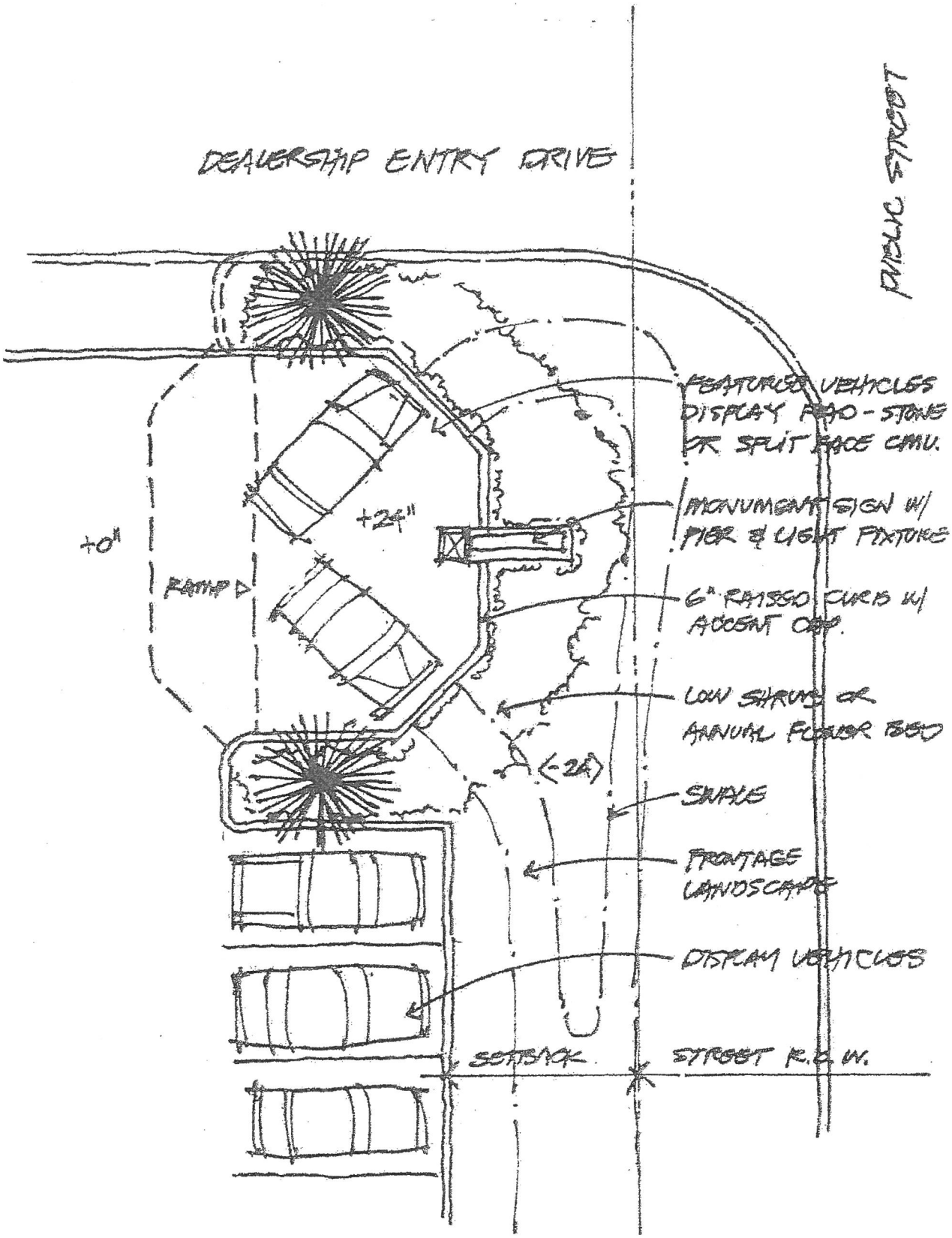

+6' DEALERSHIP SCREEN WALL
+7' ACCENT WALL
+2' DISPLAY PAD
+10' TOP OF SIGN WALL
LANDSCAPE PLANTER
+9' TOP OF PIER
+24"
+24"
STONE OR S.F. CATU
PAD BASE
TURF

Exhibit "3"


DEALERSHIP ENTRY DRIVE
PUBLIC STREET
FEATURED VEHICLES DISPLAY RAD-STONE OR SPLIT FACE CMU.
MONUMENT SIGN W/ PIER & LIGHT FIXTURE
6" RAISED CURB W/ ACCENT CAP.
LOW SHRUBS OR ANNUAL FLOWER BED
SWALE
FRONTAGE LANDSCAPE
DISPLAY VEHICLES
SETBACK
STREET R.O.W.
+24"
+0"
RAMP
(-2%)

LANDSCAPING

The primary objective of the landscape guidelines is to promote a visual separation between the dealers, parking lots and adjacent properties. The goal is to promote an environment within the auto mall that is pleasing, inviting, and unified.

A. Landscaping:

- All landscaping will be in accordance with section 17.30.130 of the City of Visalia's Zoning Ordinance, with a provision for clustering of trees.
- Every site on which a building is placed shall be landscaped and maintained thereafter in a well kept condition. A landscaping plan shall be submitted to the Architectural Review Committee. Such landscaping plan shall be prepared by a landscape architect licensed in the State of California.
- Interior landscaping shall be utilized to break up large paved areas and soften building lines.
- The thirty (30) foot front landscaping shall be gently mounded to maximum height of eighteen (18) inches utilizing a turf or ground cover treatment. Trees and shrubs shall be used at common property lines to define site separations.
- The Mill Creek Conservation Easement will be landscaped with riparian plantings.

B. Soil Preparation:

- To ensure proper root growth, soil tests shall be performed and soil additives used to provide adequate nutrients, rooting environmental and soil Ph.

C. Irrigation:

- All landscaped planting areas shall be fully irrigated with complete coverage. All systems/circuits shall be underground. Detailed landscaping and irrigation plans shall be submitted to the City of Visalia Planning Department for review and approval prior to issuance of building permits.
- All irrigation systems shall be automatically controlled with electromechanical or solid state controllers able to have variable length timing circuits.
- Water conservation systems are recommended.
- All valves (remote control valves, quick coupler valves, shut-off valves, etc.) shall be installed in valve boxes which are flush to finished landscaped grade.

D. Fencing:

- On-site fencing may include a chain fence to a maximum total height of seven (7) feet with an optional eighteen (18) inch spiral razor ribbon barbed wire cap, where such fencing is not visible form the public right of way, public walkways and where it does not extend into the thirty (30) foot front yard setback. Masonry walls of the same height may be substituted at owner's option, or where required by the City of Visalia. This requirement is designed to ensure security for individual properties.

SIGNAGE

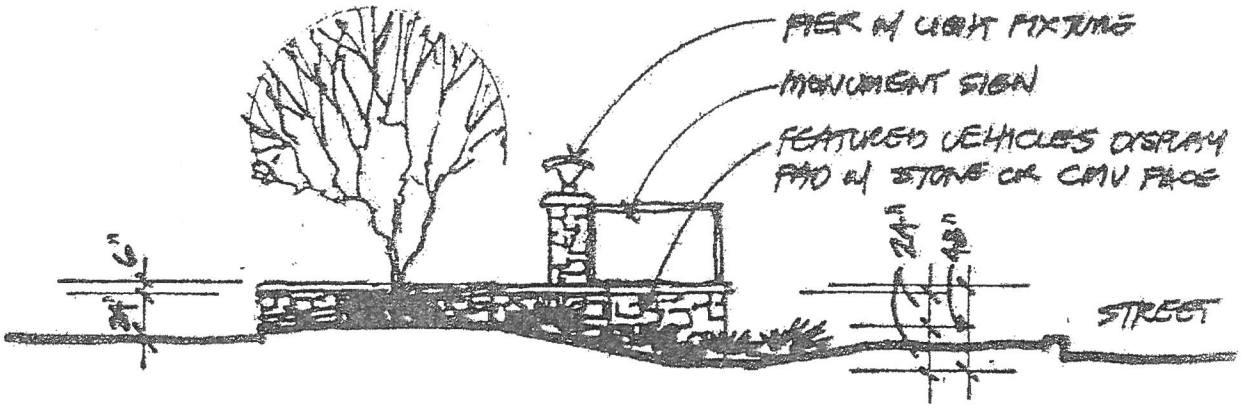
A. General Requirements

- Each dealership shall be allowed only those signs that are necessary for identification of the franchise, the premises, the department uses on site an directional signing. The design size, location, color and materials of construction shall be submitted to the Architectural Review Committee for approval prior to construction. All dealerships shall comply with the City of Visalia Sign Ordinance except as provided herein. Billboards, streamers, temporary signs, revolving signs, flashing signs and moving signs are specifically prohibited.
- No signs visible from outside the property may be placed, parked, attached to or displayed from the site except as provided herein. No signs projecting from the roof line of any building or painted on the sides of buildings or roof without approval of the Architectural Review Committee.
- No temporary signs or advertising materials such as balloons, streamers, flags, and inflatable advertising shall be permitted.
- Center identification signs shall only be allowed at the southwest corner of Hurley and Neeley Streets and the T-intersection of Crowley and Neeley as shown in Exhibit 3.

B. Free Standing Monument Signs

- Each dealership shall be allowed one double faced monument sign for each auto line to a maximum of two per parcel consistent with the sign design in Exhibit 4. The sign shall be located on the primary street frontage. Such sign shall be ground-mounted containing the dealership name and manufacture name of the new automobiles sold on the site. The maximum height of the sign shall not exceed ten (10) feet. The total illuminated sign area shall not exceed thirty-five (35) square feet of sign copy per face. The total aggregate surface area of the sign faces and the structure shall not exceed on hundred forty (140) square feet.

Exhibit "4"


PIER W/ LIGHT FIXTURE
MONUMENT SIGN
FEATURED VEHICLES DISPLAY PAD W/ STONE OR CMU FACE
6"
24"
48"
STREET

- Freestanding monument signs shall be setback a minimum of five (5) feet from front property lines and a minimum of twenty (20) feet from any interior side property line.
- Freestanding signs are not allowed on the Camp Drive frontage.

C. Building Signs

- Each dealership shall be allowed building signage identifying the dealership name and manufacture name of new automobiles sold on the site. The sign(s) shall be located on the top showroom fascia facing the primary street or on a flat wall surface. The signs shall be preformed, individual illuminated letters with Plexiglas faces in deep channel cans. The maximum height of the letters shall be thirty-six (36) inches. Logo signs shall not exceed ten (10) square feet in area.
- Building signs along Camp Drive shall be limited to secondary signage only.
- Primary Sign - Two square feet of sign area is permitted for each foot of linear occupancy frontage to a maximum of one hundred fifty (150) square feet. Dealerships may choose which exterior side of the building will be used for the purpose of calculating the permitted sign area.
- Secondary Sign - Additional signs of a maximum of twenty-five (25) percent of the sign area as calculated for the primary sign shall be allowed for each remaining exterior wall provided that the sign area for any given wall shall not exceed two square feet per linear foot of the wall length.
- Variances to building sign area may be approved by the Planning Commission in accordance with Section 17.48.110 of the City of Visalia Zoning Ordinance. Approval of a variance shall be based on providing adequate signage for all manufacturer lines at a single dealership.

D. Department Identification Signs

- One wall sign is allowed for each department (e.g., use card, service, parts, body shop, etc). The maximum height of such signs shall be eight (8) inches with a maximum total area of three square feet per sign.

E. Directional signs

- Dealership directional signs shall be limited to "Enter", "Exit", "Service Entrance", "Customer Parking", and "Employee Parking". Sign height shall not exceed four (4) feet with a maximum sign area of four (4) square feet.

LIGHTING

Illumination of the auto mall is important for the safety and security of the pedestrian, and motorist. The quality of the lighting needs to be maintained throughout the center and reinforced through the consistent use height, spacing, color and type of fixture used with in the area.

- Although lighting plans for the auto mall have not yet been developed, a general concept for project lighting to be employed in the phase I development has been established. The plan for night lighting for phase I development would provide for sufficiently bright lighting for security and safety purposes, but would avoid offensive glare and direct illumination of off-site locations. This would be accomplished by specifying the use of metal halide lighting in the parking lots, display areas, and internal circulation areas, by recessing light source completely within their fixture, and through the use of cut-off shields on light standards to block direct illumination beyond the parcel boundaries.

- Search Lights (temporary or permanent) are prohibited.

RECEIVED
DEC 23 2003
COMM. DEVELOP.
CITY OF VISALIA

2003-0096292

Recorded
Official Records
County Of
Tulare
GREGORY B. HARDCASTLE
Recorder

REC FEE .00

BT
11:06AM 03-Oct-2003 Page 1 of 23

NO FEE REQUIRED PURSUANT
TO GOVT. CODE SECTION 27383
RECORDING REQUESTED BY
AND MAIL RESPONSE TO:

City of Visalia
Planning Division
315 East Acequia
Visalia, CA 93291

CONDITIONAL ZONING AGREEMENT NO. 2003-01

THIS AGREEMENT made this 26th day of August 2003, by American Properties Holdings, LLC hereinafter called "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

WITNESSETH

WHEREAS, the Owner is the owner of real property, herein called the "Property" situated in the City of Visalia, which Property is described in Item (d) of Exhibit I of this Agreement; and

WHEREAS, the Property is now zoned as specified in Item (a) of Exhibit I; and

WHEREAS, the Owner has applied for a rezoning of the Property pursuant to which application the Property is being rezoned from its present classification to the classification or classifications specified in Item (b) of Exhibit I; and

WHEREAS, hearings have been held upon said application before the City Council of the City of Visalia, State of California, and after having considered the matter presented, it has been determined that certain conditions to the rezoning of said real property must be imposed so as not to endanger the health, safety, and the general welfare of the City of Visalia and its residents.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that inasmuch as the rezoning specified in Item (b) of Exhibit I is being granted, the rezoning shall be subject to the conditions specified in the following paragraphs:

1. That Exhibit I, as completed and attached hereto, is incorporated into and made a part of this Agreement with the same force and effect as if fully set forth herein.

2. That the Owner shall comply with the additional conditions specified in Item (e) of Exhibit I of this Agreement.

3. In the event the Owner, and successor in interest of the Owner, or any person in possession of the property described in Item (d) of Exhibit I violates or fails to perform any of the conditions of this Agreement within thirty (30) days after notice thereof as provided in Paragraph 4, the City may institute legal proceedings to enforce the provisions of this Agreement. Any failure by the Owner to perform or comply with any of the conditions under Item (e) of this agreement within thirty (30) days after written notification from City to do so, shall constitute a default in this agreement by the Owner. In addition to any other remedy it may have at law or equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (e) of this agreement either through its own employees or through parties with whom it may contract,

Owner shall reimburse City said costs and expenses within thirty (30) days after a written invoice from the City.

4. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.

5. Notice of violation of provisions of this Agreement shall be sent to the Owner at the address specified in Item (c) of Exhibit I. Any subsequent title holder, any lien holder, or party in possession of the Property shall also receive notice if they are reflected on the tax roll.

6. Each and every one of the provisions of this Agreement herein contained shall run with the land and shall bind and inure to the benefit of the successors in interest, heirs and assigns, in the same manner as if they had herein been expressly named.

7. Zoning of the Property as indicated in Item (b) of Exhibit I shall not be consummated until such time as the Agreement has been recorded in the office of the Tulare County Recorder.

8. This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code § 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

9. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"Owner"

American Properties Holdings, LLC,
a California limited liability company

Land Securities Investors, LTD.,
a Colorado limited partnership

By: Sunset Management Services, Inc.
a Colorado Corporation/General Partner
By: _____
Alan R. Fishman, President

_____
Velma Dyck

"City"

City of Visalia,
a municipal corporation

By: _____
City Manager

ATTEST: _____
Clerk of the City Council

F: 002/21500-21599/21501.016/ Conditional Zoning Agreement No. 2003-01 - COV

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Tulare } ss.

On Oct. 2, 2003 (Date) before me, Janet L. Smith Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Steven M. Salomon (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

JANET L. SMITH
Commission # 1375663
Notary Public - California
Tulare County
My Comm. Expires Sep 20, 2006

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

STATE OF COLORADO

}

COUNTY OF JEFFERSON

On, Aug. 26, 2003, before me, Kim Kopp, Notary Public personally appeared Alan R. Fishman, personally known to me, or, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim Kopp

My Commission Expires January 9, 2006

NOTARY PUBLIC
KIM KOPP
STATE OF COLORADO

RE: Conditional Zoning Agreement No. 2003-01

STATE OF CALIFORNIA
} ss.
COUNTY OF TULARE

On, October 1, 2003, before me, R. Hensley, Notary Public personally appeared Velma Dyck, personally known to me - OR - **proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**

WITNESS my hand and official seal.

R Hensley

R. HENSLEY
COMM. #1321595
NOTARY PUBLIC - CALIFORNIA
TULARE COUNTY
My Comm. Expires Sept. 25, 2005

Re: Conditional Zoning Agreement No. 2003-01

EXHIBIT I
CONDITIONAL ZONING AGREEMENT NO. 2003-01

(a) The Property prior to the rezone contemplated in this agreement is now zoned:

Agriculture (A)

(b) The zoning reclassification of a portion of the Property is from its present zoning to:

Service Commercial (CS)

(c) Notice to the Owner pursuant to Paragraph No. 4, shall be addressed to:

Mr. Will Dyck
2025 N. Gateway, Suite 101
Fresno, CA 93727

(d) "Property" as used in this Agreement, includes:

APN No's. 081-020-063 and 081-020-068.

(e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 2, of this Agreement, are as follows:

That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

EXHIBIT II
CONDITIONAL ZONING AGREEMENT NO. 2003-01
Design Guidelines

EXHIBIT "F"

AMENDED AND RESTATED CONDITIONAL ZONING AGREEMENT NO. 2003-01

THIS AMENDED AND RESTATED AGREEMENT is made this ____ day of ____ 2021, by BP Pearla Properties LP, hereinafter called the "Owner" and the CITY OF VISALIA, a municipal corporation and charter law city of the State of California, hereinafter called, "City."

WITNESSETH

WHEREAS, on August 26, 2003, American Properties Holdings, LLC and the City entered into Conditional Zoning Agreement No. 2003-01 ("CZA No. 2003-01") which required certain conditions to the rezoning of certain property situated in the City of Visalia, hereinafter referred to as "the Property" which is more particularly described in Exhibit I of this Agreement; and

WHEREAS, prior to CZA No. 2003-01, the Property was zoned as specified in Item (a) of Exhibit I; and

WHEREAS, as part of the approval process and adoption of CZA No. 2003-01, the Property was rezoned to the classifications further specified in Item (a) of Exhibit I; and

WHEREAS, during the hearings held before the City Council of the City of Visalia, State of California, and after having considered the matter presented, certain conditions were imposed and included in CZA No. 2003-01 so as not to create any problems inimical to the health safety and the general welfare of the City of Visalia and its residents; and

WHEREAS, CZA No. 2003-01 was entered into between American Properties Holdings, LLC, a California limited liability company, Land Securities Investors, LTD., a Colorado limited partnership, and the City of Visalia, and recorded with the Tulare County Recorder on October 3, 2003, as Document No. 2003-0096292; and

WHEREAS, after to the adoption of CZA No. 2003-01, title to the Property was transferred to BP Pearla Properties LP; and

WHEREAS, BP Pearla Properties LP, through its designated agent CenterPoint Integrated Solutions and CarMax, wishes to amend the agreement to allow for the development of a CarMax used automobile sales and service facility on the Property and has submitted an application to revise certain conditions of Amended CZA No. 2003-01, limited to removal of the prohibition on the establishment of standalone used auto sales dealerships, subject to a five acre minimum lot size limitation, as set forth in Exhibit I; and

WHEREAS, it is deemed necessary to execute this "Amended and Restated Conditional Zoning Agreement No. 2003-01" in order to properly reflect current ownership, conditions and remaining obligations for completing development of the Property.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED that inasmuch as the rezoning specified in Item (b) of Exhibit I has been granted subject to the conditions specified in the following paragraphs:

1. That this "Amended and Restated Conditional Zoning Agreement No. 2003-01 shall replace and supersede those portions of CZA No. 2003-01 dealing with prohibition of standalone used automobile sales, and that all other portions of the prior Amendment are not intended to be altered or modified by this Amendment.

2. That Exhibit I, as completed and attached hereto, is incorporated into and made a part of this Agreement with the same force and effect as if fully set forth herein.

3. That First Parties shall comply with the additional conditions, if any, specified in Item (e) of Exhibit I of this Agreement.

4. In the event the Owner, or any successor in interest to Owner, or any person in lawful possession of the Property described in Item (d) of Exhibit I violates or fails to perform any of the conditions of this Agreement within, thirty (30) days after notice thereof has been provided in accordance with Section 6, the City Council of the City of Visalia may instruct the City Attorney of the City of Visalia to institute legal proceedings to enforce the provisions of this Agreement. Any failure by the Owner to perform or comply with any of the conditions under Item (e) of this agreement within thirty (3) days after written notification from City to do so, shall constitute a default in this agreement by the Owner. In addition to any other remedy it may have at law or equity, City may, but is not obligated to, perform any such conditions or requirements set forth in Item (e) of this agreement either through its own employees or through parties with whom it may contract, Owner shall reimburse City said costs and expenses within thirty (3) days after a written invoice from the City.

5. The prevailing party in any legal action arising from the failure of either party to perform the duties and obligations required by and contained in this Agreement shall be entitled to reasonable attorney's fees, expert witness fees and costs of suit.

6. Notice of violation of provisions of this Agreement shall be sent to the Owner at the addresses specified in Item (c) of Exhibit I. Any subsequent title holder, any lien holder, or party in possession of the Property shall also receive notice of such violation if they are reflected on the tax roll.

7. Each and every one of the provisions of this Agreement herein contained shall run with the land and bind and inure to the benefit of the successor in interest of each and every party hereto, in the same manner as if they had herein been expressly named.

8. Zoning of the Property as indicated in Item (b) of Exhibit I will be consummated when this "Amended and Restated Conditional Zoning Agreement No. 2003-01" is recorded in the office of the Tulare County Recorder.

9. This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code § 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

10. This Agreement may be amended by mutual consent if in writing and, in the case of City, authorized by its City Council.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"Owner"
BP PEARLA PROPERTIES LP

BY: _____
_____

"City"
CITY OF VISALIA, A political subdivision of the State of California

ATTEST: _____
Chief Deputy City Clerk

BY: _____
City Manager

EXHIBIT I

AMENDED AND RESTATED CONDITIONAL ZONING AGREEMENT NO. 2003-01

(a) The property described in Exhibit "A," was originally zoned Agriculture (A) prior to the entering of CZA No. 2003-01.

(b) Upon the entering into CZA No. 2003-01, the classification changed from its present zoning to Service Commercial (C-S).

(c) Notice to Owner shall be addressed to:

BP Pearla Properties LP
PO Box 1530
Turlock, CA 95381-1530

(d) "Property" as used in this Agreement, includes:

APN Nos. 081-020-071, 072, 078, 084, 085, located within the Visalia Auto Plaza west of Neeley Street, north of Camp Drive, and south of the Mill Creek Ditch, in the City of Visalia, Tulare County, State of California.

(e) The additional conditions with which the Owner shall comply, pursuant to Paragraph No. 3, of this Agreement are as follows:

1) That the Design Guidelines attached as Exhibit II apply to the subject parcels and any future parcels.

2) That Page 4, Site Planning Concepts Item "B" of the Design Guidelines attached as Exhibit II shall be amended as follows:

B. Proposed uses; ~~Uses within the project and restricted to new car dealerships with ancillary used car sales and normal service components. No stand alone used car facilities will be allowed in the project.~~ *That uses within the Visalia Auto Plaza are restricted to new automobile dealerships, with ancillary used car sales and normal service components, and standalone used automobile dealerships on parcels of no less than five-acres in size, with ancillary normal service components.*

EXHIBIT II

CONDITIONAL ZONING AGREEMENT NO. 2003-01
Design Guidelines

NOTICE OF EXEMPTION

City of Visalia (Lead Agency)
315 E. Acequia Ave.
Visalia, CA 93291
(559) 713-4359

To: County Clerk
County of Tulare
County Civic Center
Visalia, CA 93291-4593

Amendment to Conditional Zoning Agreement No. 2021-11

PROJECT TITLE

The project site is located within the Visalia Auto Plaza, west of Neeley Street, north of Camp Drive, and south of the Mill Creek Ditch (APN: 081-020-085)

PROJECT LOCATION

Visalia

PROJECT LOCATION - CITY

Tulare

COUNTY

A request by CenterPoint Integrated Solutions to amend Conditional Zoning Agreement No. 2003-01, removing provisions that prohibit the establishment of a "stand-alone" used automobile sales use, and adding development standards for "stand-alone" used automobile sales uses for the Visalia Auto Plaza located within the C-S (Service Commercial) Zone.

DESCRIPTION - Nature, Purpose, & Beneficiaries of Project

City of Visalia, 315 E. Acequia Avenue, Visalia CA 93291, (559) 713-4443,
Email: Cristobal.Carrillo@visalia.city

NAME OF LEAD/PUBLIC AGENCY APPROVING PROJECT

John Thatcher, Centerpoint Integrated Solutions, 355 Union Blvd., Lakewood CO 80228, (303) 895-1671, jthatcher@centerpoint-is.com

NAME AND ADDRESS OF APPLICANT CARRYING OUT PROJECT

John Thatcher, Centerpoint Integrated Solutions, 355 Union Blvd., Lakewood CO 80228, (303) 895-1671, jthatcher@centerpoint-is.com

NAME AND ADDRESS OF AGENT CARRYING OUT PROJECT

EXEMPT STATUS: (Check one)

- ☐ Ministerial - Section 15073
- ☐ Emergency Project - Section 15071
- ☒ Categorical Exemption - State type and Section number: **Section 15305**
- ☐ Statutory Exemptions- State code number:

Section 15305 is appropriate as the project will not produce significant changes in land use or density.

REASON FOR PROJECT EXEMPTION

Cristobal Carrillo, Associate Planner

CONTACT PERSON

(559) 713-4443

AREA CODE/PHONE

DATE

Brandon Smith, Senior Planner, AICP
ENVIRONMENTAL COORDINATOR

City of Visalia

315 E. Acequia Ave., Visalia, CA 93291

Site Plan Review

October 27, 2021

Site Plan Review No. 21-179:

Pursuant to Zoning Ordinance Chapter 17.28 the Site Plan Review process has found that your application for a Conditional Zoning Agreement and Summary Abandonment complies with the general plan, municipal code, policies, and improvement standards of the city. A copy of each Departments/Divisions comments that were discussed with you at the Site Plan Review meeting are attached to this document.

Based upon Zoning Ordinance Section 17.28.070, this is your Site Plan Review determination. The design of SPR No. 2021-179 must return for additional Site Plan Review. However, the proposal for a Conditional Zoning Agreement and Summary Abandonment has received a Revise and Proceed Determination. This portion of the project requires discretionary action as stated on the attached Site Plan Review comments. You may now proceed with filing discretionary applications to the Planning Division.

This is your Site Plan Review Permit; your Site Plan Review for the Conditional Zoning Agreement and Summary Abandonment became effective **September 29, 2021**. A site plan review permit shall lapse and become null and void one year following the date of approval unless, prior to the expiration of one year, a building permit is issued by the building official, and construction is commenced and diligently pursued toward completion.

If you have any questions regarding this action, please call the Community Development Department at (559) 713-4359.

Respectfully,

Paul Bernal
Community Development Director
315 E. Acequia Ave.
Visalia, CA 93291

Attachment(s):

- Site Plan Review Comments

City of Visalia

315 E. Acequia Ave., Visalia, CA 93291

Planning Division

Tel: (559) 713-4359; Fax: (559) 713-4814

MEETING DATE	September 29, 2021
SITE PLAN NO.	2021-179
PARCEL MAP NO.	
SUBDIVISION	
LOT LINE ADJUSTMENT NO.	

Enclosed for your review are the comments and decisions of the Site Plan Review committee. Please review all comments since they may impact your project.

☒ **RESUBMIT – Facility Design** Major changes to your plans are required. Prior to accepting construction drawings for building permit, your project must return to the Site Plan Review Committee for review of the revised plans.

☐ During site plan design/policy concerns were identified, schedule a meeting with

☐ Planning ☐ Engineering prior to resubmittal plans for Site Plan Review.

☐ Solid Waste ☐ Parks and Recreation ☐ Fire Dept.

☒ **REVISE AND PROCEED – Conditional Zoning Agreement, Summary Abandonment** (see below)

☐ A revised plan addressing the Committee comments and revisions must be submitted for Off-Agenda Review and approval prior to submitting for building permits or discretionary actions.

☐ Submit plans for a building permit between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

☒ Your plans must be reviewed by:

☒ CITY COUNCIL ☐ REDEVELOPMENT

☒ Conditional Zoning Agreement, Summary Abandonment

☒ PLANNING COMMISSION ☐ PARK/RECREATION

☒ Conditional Zoning Agreement

☐ HISTORIC PRESERVATION ☐ OTHER – LAFCO - Annexation

☒ **ADDITIONAL COMMENTS:**

If you have any questions or comments, please call the Site Plan Review Hotline at (559) 713-4440

Site Plan Review Committee

BUILDING/DEVELOPMENT PLAN REQUIREMENTS
ENGINEERING DIVISION

☒ **Adrian Rubalcaba 713-4271**
☐ **713-**

ITEM NO: 9 DATE: SEPTEMBER 29, 2021

SITE PLAN NO.: **21-179**
PROJECT TITLE: **CENTERPOINT INTEGRATED SOLUTIONS**
DESCRIPTION: **DEVELOPMENT OF CAR SALES FACILITY IN THE VISALIA AUTO PLAZA (CS)**
APPLICANT: **JOHN THATCHER**
PROP OWNER: **BP PEARLA PROPERTIES LP**
LOCATION: **W HILLSDSALE AVE**
APN: **081-020-085**

SITE PLAN REVIEW COMMENTS

☒REQUIREMENTS (indicated by checked boxes)
☒Install curb return with ramp, with ***20'*** radius; ***AT DRIVE APPROACH, SEE ADDL COMMENTS***
☒Install curb; ☒gutter ***AS PROPOSED WITH PROJECT, SEE ADDL COMMENTS***
☐Drive approach size: ☐Use radius return;
☒Sidewalk: ***5'*** width; ☒ ***5'*** parkway width at ***HILLSDALE. 6' SIDEWALK & 5' PKWY ON CAMP DR.***
☐Repair and/or replace any sidewalk across the public street frontage(s) of the subject site that has become uneven, cracked or damaged and may constitute a tripping hazard.
☐Replace any curb and gutter across the public street frontage(s) of the subject site that has become uneven and has created areas where water can stand.
☐Right-of-way dedication required. A title report is required for verification of ownership.
☐Deed required prior to issuing building permit;
☒City Encroachment Permit Required. ***FOR ANY WORK NECESSARY IN THE PUBLIC RIGHT-OF-WAY*** Insurance certificate with general & auto liability ($1 million each) and workers compensation ($1 million), valid business license, and appropriate contractor's license must be on file with the City, and valid Underground Service Alert # provided prior to issuing the permit. Contact Encroachment Tech. at 713-4414.
☐CalTrans Encroachment Permit required. ☐ CalTrans comments required prior to issuing building permit. Contacts: David Deel (Planning) 488-4088;
☐Landscape & Lighting District/Home Owners Association required prior to approval of Final Map. Landscape & Lighting District will maintain common area landscaping, street lights, street trees and local streets as applicable. Submit completed Landscape and Lighting District application and filing fee a min. of 75 days before approval of Final Map.
☒Landscape & irrigation improvement plans to be submitted for each phase. Landscape plans will need to comply with the City's street tree ordinance. The locations of street trees near intersections will need to comply with Plate SD-1 of the City improvement standards. A street tree and landscape master plan for all phases of the subdivision will need to be submitted with the initial phase to assist City staff in the formation of the landscape and lighting assessment district.
☒Grading & Drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and street grades. ☒ Prepared by registered civil engineer or project architect. ☒ All elevations shall be based on the City's benchmark network. Storm run-off from the project shall be handled as follows: a) ☒ directed to the City's existing storm drainage system; b) ☐ directed to a permanent on-site basin; or c) ☐ directed to a temporary on-site basin is required until a connection with adequate capacity is available to the City's storm drainage system. On-site basin: : maximum side slopes, perimeter fencing required, provide access ramp to bottom for maintenance. ***PROJECT REQUIRED TO RETAIN A PORTION OF STORM WATER ONSITE PER MASTER DEVELOPMENT PLAN. UTILIZE EXISTING INFRASTRUCTURE. SEE ADDITIONAL COMMENTS.***
☐Grading permit is required for clearing and earthwork performed prior to issuance of the building permit.
☒Show finish elevations. (Minimum slopes: A.C. pavement = 1%, Concrete pavement = 0.25%. Curb & Gutter = 0.20%, V-gutter = 0.25%)
☒Show adjacent property grade elevations. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.

☒All public streets within the project limits and across the project frontage shall be improved to their full width, subject to available right of way, in accordance with City policies, standards and specifications. ***HILLSDALE MIN. HALF STREET. CAMP DR. MINIMUM 6-FOOT PAVEMENT.***

☒Traffic indexes per city standards: ***REFER TO CITY PAVEMENT STDS***

☒Install street striping as required by the City Engineer. ***TBD AT TIME OF CIVIL PERMIT REVIEW***

☒Install landscape curbing (typical at parking lot planters).

☒Minimum paving section for parking: 2" asphalt concrete paving over 4" Class 2 Agg. Base, or 4" concrete pavement over 2" sand.

☒Design Paving section to traffic index of 5.0 min. for solid waste truck travel path.

☒Provide "R" value tests: ***1*** each at ***300' INTERVALS***

☐Written comments required from ditch company Contacts: James Silva 747-1177 for Modoc, Persian, Watson, Oakes, Flemming, Evans Ditch and Peoples Ditch; Jerry Hill 686-3425 for Tulare Irrigation Canal, Packwood and Cameron Creeks; Bruce George 747-5601 for Mill Creek and St. John's River.

☐Access required on ditch bank, 15' minimum ☐ Provide wide riparian dedication from top of bank.

☒Show Valley Oak trees with drip lines and adjacent grade elevations. ☒ Protect Valley Oak trees during construction in accordance with City requirements.

☐A permit is required to remove Valley Oak trees. Contact Public Works Admin at 713-4428 for a Valley Oak tree evaluation or permit to remove. ☐ A pre-construction conference is required.

☒Relocate existing utility poles and/or facilities. ***REQUIRED WITH PUBLIC IMPROVEMENTS***

☒Underground all existing overhead utilities within the project limits. Existing overhead electrical lines over 50kV shall be exempt from undergrounding. ***REQUIRED WITH PUBLIC IMPROVEMENTS***

☐Subject to existing Reimbursement Agreement to reimburse prior developer:

☒ Fugitive dust will be controlled in accordance with the applicable rules of San Joaquin Valley Air District's Regulation VIII. Copies of any required permits will be provided to the City.

☒ If the project requires discretionary approval from the City, it may be subject to the San Joaquin Valley Air District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application will be provided to the City.

☒If the project meets the one acre of disturbance criteria of the State's Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is needed. A copy of the approved permit and the SWPPP will be provided to the City.

☐Comply with prior comments. ☒Resubmit with additional information. ☒Redesign required.

Additional Comments:

1. ***Proposed new car sales building and site improvement will incur impact fees. Refer to page 4 for applicable fees.***
2. ***A temporary barricade will be required at the terminus of Hillsdale. A temporary turnaround, per City standards, will also be required. Redesign accordingly.***
3. ***The access drive on Hillsdale should align with centerline of Century St. Refer to further comments by Traffic Dept.***
4. ***The access design should utilize City commercial type drive approach standards. As shown, the curb ramp returns will now encroach onto private property and additional right-of-way will be required to be dedicated to the City.***
5. ***Comply with City parking lot standards.***
6. ***The parking area separate and dedicated for display of auto inventory is substandard which is acceptable as it is not designed for public / customer parking. The drive aisles shall ensure proper width and maneuverability onsite for Fire / Emergency access.***
7. ***Provide accessibility onsite and to the public sidewalk.***
8. ***Project is required to retain a portion of storm water onsite per the regional master plan. Project is also required to excavate existing basin to provide capacity for new development run-off (including added public street improvements). As shown, the proposed excavation of the existing basin west of the project encroaches into the front landscape setback of the basin. This landscape setback area is not identified as part of the overall regional future expansion of the basin and must be protected. Project will need to redesign accordingly. Refer to City basin design standards.***

9. *Camp Drive improvements shall include a minimum 6-foot of pavement. Curb and gutter and paveout shall be extended across basin frontage. Per previous master designs, a drain inlet and outfall was planned to capture Camp Dr. run-off and directly discharge into the basin. The additional costs for street frontage work along basin is reimbursable by the City. Further coordinate with City Engineer.*
10. *Street lighting is required along Hillsdale and Camp Dr. Refer to City local and collector street lighting standards. An electrical plan with voltage drop calcs shall be submitted with civil plans. City will own and maintain the street lighting therefore a service pedestal will need to be installed.*
11. *The triangular right-of-way portion on Camp Dr. is requested to be abandoned by the City. Staff is in support of this abandonment therefore a formal request to abandon shall be submitted to the City with the associated abandonment fee. Applicant will be required to provide all legal docs for final abandonment recording, further coordination with the City Engineer is required.*
12. *A building permit is required, standard plan check and inspection fees apply.*
13. *Utilize existing sewer infrastructure in Hillsdale.*
14. *Refer to further requirements by the Planning Dept.*

SUMMARY OF APPLICABLE DEVELOPMENT IMPACT FEES

Site Plan No: **21-179**
Date: **9/29/2021**

Summary of applicable Development Impact Fees to be collected at the time of building permit:

(Preliminary estimate only! Final fees will be based on the development fee schedule in effect at the time of building permit issuance.)

(Fee Schedule Date:**8/21/2021**)
(Project type for fee rates:**RETAIL**)

☐ Existing uses may qualify for credits on Development Impact Fees.

FEE ITEM	FEE RATE
☒ Groundwater Overdraft Mitigation Fee	**$1,366/ AC**
☒ Transportation Impact Fee	**$15,391/1KSF X 8.67**
☒ Trunk Line Capacity Fee	**RETAIL $26.40/1KSF** **CARWASH $20,693/EACH** **TREATMENT PLANT FEE:** **RETAIL $58/1KSF** **CARWASH $22,532/EACH**
☒ Sewer Front Foot Fee	**$46/LF X 767 (HILLSDALE + CAMP)**
☒ Storm Drain Acq/Dev Fee	**$8,158/AC**
☐ Park Acq/Dev Fee	
☐ Northeast Specific Plan Fees	
☒ Waterways Acquisition Fee	**$5,985/AC**
☒ Public Safety Impact Fee: Police	**$2,222/AC**
☒ Public Safety Impact Fee: Fire	**$2,002/AC**
☒ Public Facility Impact Fee	**$586/1KSF**
☐ Parking In-Lieu	

Reimbursement:

1.) No reimbursement shall be made except as provided in a written reimbursement agreement between the City and the developer entered into prior to commencement of construction of the subject facilities.
2.) Reimbursement is available for the development of arterial/collector streets as shown in the City's Circulation Element and funded in the City's transportation impact fee program. The developer will be reimbursed for construction costs and right of way dedications as outlined in Municipal Code Section 16.44. Reimbursement unit costs will be subject to those unit costs utilized as the basis for the transportation impact fee.
3.) Reimbursement is available for the construction of storm drain trunk lines and sanitary sewer trunk lines shown in the City's Storm Water Master Plan and Sanitary Sewer System Master Plan. The developer will be reimbursed for construction costs associated with the installation of these trunk lines.

Adrian Rubalcaba

SITE PLAN REVIEW COMMENTS

Cristobal Carrillo, Planning Division, 559-713-4443
Date: September 29, 2021

SITE PLAN NO:	2021-179
PROJECT:	Centerpoint Integrated Solutions
DESCRIPTION:	DEVELOPMENT OF CAR SALES FACILITY IN THE VISALIA AUTO PLAZA
APPLICANT	JOHN THATCHER
PROP. OWNER:	BP Pearla Properties LP
LOCATION TITLE:	W. HILLSDALE AVE AT N. CENTURY STREET
APN TITLE:	081-020-085
GENERAL PLAN:	Service Commercial
ZONING:	C-S (Service Commercial)

Planning Division Recommendation:

☒ Revise and Proceed – Conditional Zoning Agreement, Request for Summary Abandonment
☒ Resubmit – Facility Design

Project Requirements

- Compliance with Visalia Auto Plaza Master Plan
- Conditional Zoning Agreement Amendment
- Summary Abandonment
- Building Permit
- Additional information as necessary

PROJECT SPECIFIC INFORMATION: September 29, 2021

1. The proposal shall comply with the Visalia Auto Plaza master plan.
2. A Conditional Zoning Agreement Amendment shall be required to allow for the establishment of a used vehicle sales lot. This part of the proposal shall be approved to move forward.
3. A summary abandonment shall be processed for the triangular portion of right of way at the south end of the project site. This portion of the project shall also be approved to move forward.
4. Design of the auto sales facility shall require additional Site Plan Review to address the comments listed below.
5. Building elevations shall be provided.
6. Floor plans shall be provided.
7. Landscaping plans shall be provided. Plans shall verify that a minimum 10% of the parking lot is landscaped.
8. The proposed northern driveway shall align with the centerline of Century Street.
9. The Site Plan shall provide setback dimensions.
10. The proposed basin shall be located outside of all required landscape setback areas.
11. Traffic generation information shall be provided to the satisfaction of the City of Visalia Traffic Engineer.
12. Fencing details shall be provided.
13. A Building Permit shall be required.
14. Meet all other codes and requirements.

Note:

1. **The applicant shall contact the San Joaquin Valley Air Pollution Control District to verify whether additional permits are required through the District.**

2. Prior to a final for the project, a signed Certificate of Compliance for the MWELO standards is required indicating that the landscaping has been installed to MWELO standards.

Sections of the Municipal Code to review:

17.18 Commercial Zones

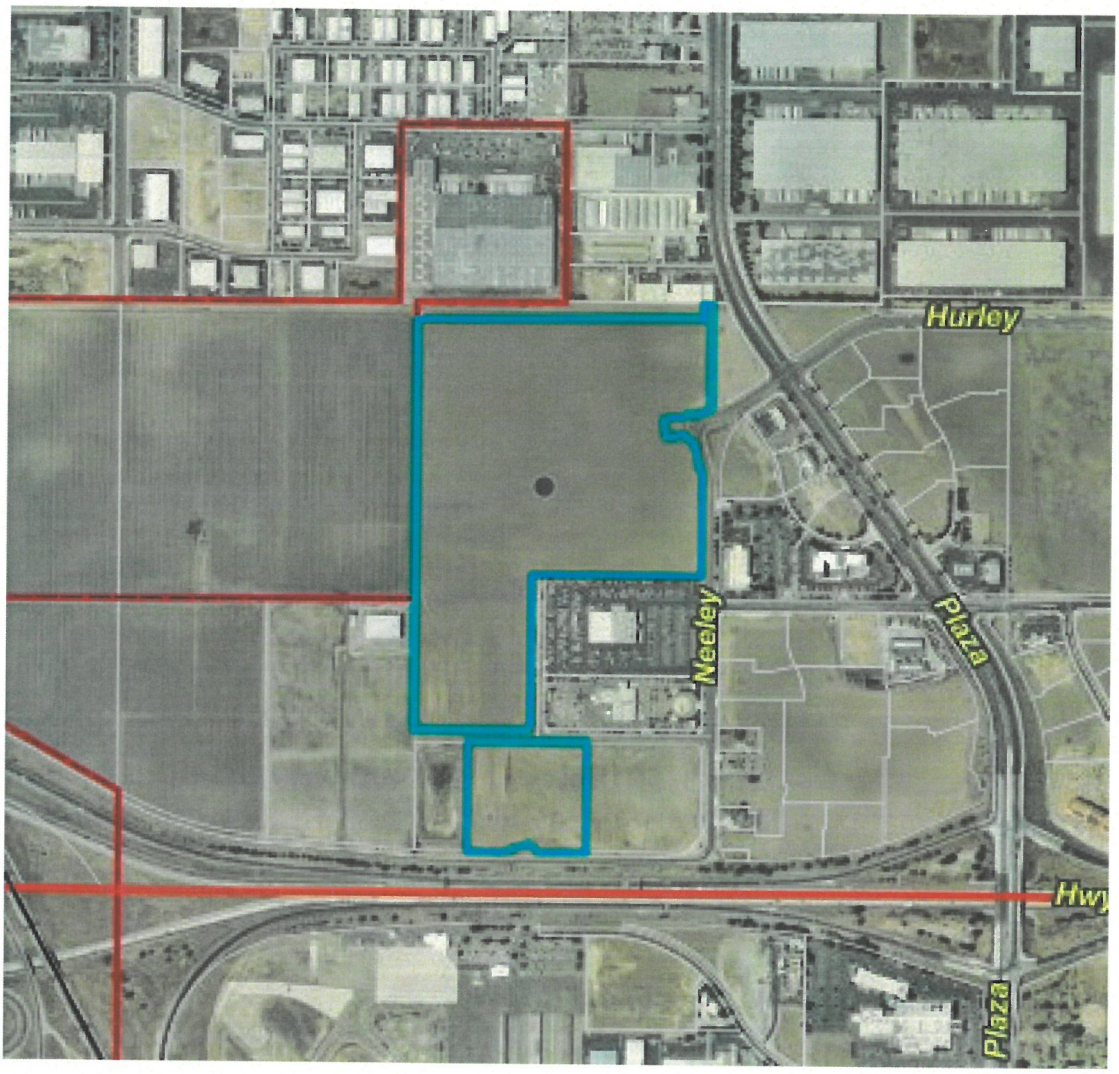
17.32.080 Maintenance of landscaped areas.

17.34 Off-street parking and loading facilities

17.36 Fences Walls and Hedges

NOTE: Staff recommendations contained in this document are not to be considered support for a particular action or project unless otherwise stated in the comments. The comments found on this document pertain to the site plan submitted for review on the above referenced date. Any changes made to the plan submitted must be submitted for additional review.

Signature _____



SPR 21179
CENTERPOINT INTEGRATED SOLUTIONS
081020085

City of Visalia
Building: Site Plan Review Comments

NOTE: These are general comments and DO NOT constitute a complete plan check for your specific project
Please refer to the applicable California Code & local ordinance for additional requirements.

- [x] A building permit will be required. FOR EACH STRUCTURE. *For information call (559) 713-4444*
- [x] Submit 1 digital set of professionally prepared plans and 1 set of calculations. (Small Tenant Improvements)
- [ ] Submit 1 digital set of plans prepared by an architect or engineer. Must comply with 2016 California Building Cod Sec. 2308 for conventional light-frame construction or submit 1 digital set of engineered calculations.
- [ ] Indicate abandoned wells, septic systems and excavations on construction plans.

You are responsible to ensure compliance with the following checked items:

- [x] Meet State and Federal requirements for accessibility for persons with disabilities.
- [ ] A path of travel, parking and common area must comply with requirements for access for persons with disabilities.
- [ ] All accessible units required to be adaptable for persons with disabilities.
- [ ] Maintain sound transmission control between units minimum of 50 STC.
- [ ] Maintain fire-resistive requirements at property lines.
- [ ] A demolition permit & deposit is required. *For information call (559) 713-4444*
- [ ] Obtain required permits from San Joaquin Valley Air Pollution Board. *For information call (661) 392-5500*
- [ ] Plans must be approved by the Tulare County Health Department. *For information call (559) 624-8011*
- [x] Project is located in flood zone AE * [ ] Hazardous materials report. MEET FEMA FLOOD REQUIREMENTS.
- [ ] Arrange for an on-site inspection. (Fee for inspection $157.00) *For information call (559) 713-4444*
- [x] School Development fees. Commercial $0.66 per square foot & Self-Storage $.23 per sf. Residential.
- [ ] Park Development fee $_____, per unit collected with building permits.
- [ ] Additional address may be required for each structure located on the site. *For information call (559) 713-4320*
- [ ] Acceptable as submitted
- [ ] No comments at this time

Additional comments: PROVIDE OIL INTERCEPTOR FOR SERVICE BUILDING. ALL NEW LANDSCAPING SHALL MEET THE MWELO REQUIREMENTS.

VAL GARCIA 9/28/21
Signature

	Site Plan Comments Visalia Fire Department Corbin Reed, Fire Marshal 420 N. Burke Visalia CA 93292 559-713-4272 office prevention.division@visalia.city	Date September 30, 2021 Item # 9 Site Plan # 21179 APN: 081020085

- The Site Plan Review comments are issued as **general overview** of your project. With further details, additional requirements will be enforced at the Plan Review stage. Please refer to the 2019 California Fire Code (CFC), 2019 California Building Codes (CBC) and City of Visalia Municipal Codes.

- Construction and demolition sites prior to and during construction shall comply with the following:
  - **Water supply** for fire protection, either temporary or permanent, shall be made available as soon as combustible materials arrive on the site. 2019 CFC §3312
  - Provide an all-weather, 20 feet width **construction access road** capable of holding a 75,000 pound fire apparatus. Fire apparatus access shall be provided within 100 feet of temporary or permanent fire department connections. 2019 CFC §3310

- **Address numbers** must be placed on the exterior of the building in such a position as to be clearly and plainly visible from the street. Numbers will be at least four inches (4") high and shall be of a color to contrast with their background. If multiple addresses are served by a common driveway, the range of numbers shall be posted at the roadway/driveway. 2019 CFC 505.1

- All hardware on **exit doors, illuminated exit signs and emergency lighting** shall comply with the 2019 California Fire Code. This includes all locks, latches, bolt locks, panic hardware, fire exit hardware and gates.

- **Commercial dumpsters** with 1.5 cubic yards or more shall not be stored or placed within 5 feet of combustible walls, openings, or a combustible roof eave line except when protected by a fire sprinkler system. 2019 CFC 304.3.3

- A **Knox Box key lock system** is required. Where access to or within a structure or area is restricted because of secured openings (doors and/or gates), a key box is to be installed in an approved location. The key box shall be ordered using an approved Knox Authorization Order Form. The forms are located at the fire department administration office located at 420 N Burke, Visalia, CA 93292. Please allow adequate time for shipping and installation. 2019 CFC 506.1

- If your business handles **hazardous material** in amounts that exceed the Maximum Allowable Quantities listed on Table 5003.1.1(1), 5003.1.1(2), 5003.1.1(3) and 5003.1.1(4) of the 2019 California Fire Code, you are required to submit an emergency response plan to the Tulare County Health Department. Also you shall indicate the quantities on your building plans and prior to the building final inspection a copy of your emergency response plan and Safety Data Sheets shall be submitted to the Visalia Fire Department.

- Where a portion of any building is more than 400 feet from a hydrant on a fire apparatus access road, **on-site fire hydrant(s)** shall be provided. 2019 CFC 507.5.1, App B and C

- Due to insufficient building information, the number and distance between **fire hydrants** cannot be determined by the Site Plan Review process. The number of fire hydrants and distance between required fire hydrants shall be determined by utilizing type of construction and square footage in accordance with 2019 CFC §507, App B and C.

  To determine **fire hydrant** location(s) and distribution the following information should be provided to the Site Plan Review committee: Type of construction_____ Square footage _____

- A **fire apparatus access road(s)** shall be provided and extend within 150 feet of all portions of the building and all portions of the exterior walls of the first story as measured by an approved route around the exterior. Minimum turning radius for emergency fire apparatus shall be 20 feet inside radius and 43 feet outside radius. Fire apparatus access roads shall have an unobstructed width of not less than the following (2019 CFC 503.1.1)
  - 20 feet width, exclusive of shoulders (No Parking)
  - More than 26 feet width, exclusive of shoulders (No Parking one side)
  - More than 32 feet wide, exclusive of shoulders (Parking permitted on both sides)

- **Gates on access roads** shall be a minimum width of 20 feet and shall comply with the following (2019 CFC D103.5):
  - Gates shall be of the swinging or sliding type.
  - Gates shall allow manual operation by one person (power outages).
  - Gates shall be maintained in an operative condition at all times.
  - Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Note: Knox boxes shall be ordered using an approved Knox Authorization Order Form. The forms can be obtained at the Visalia Fire Department administration office located at 420 N Burke, Visalia, CA 93292. Please allow adequate time for shipping and installation.

- An **automatic fire sprinkler system** may be required for this building. Also, a fire hydrant is required within 50 feet of the Fire Department Connection (FDC). Where an existing building is retrofitted with a sprinkler system (NFPA 13 or NFPA 13R) a fire hydrant shall be provided within 75 feet of the FDC. An additional 25 feet of distance between a fire hydrant and FDC may be granted when a fire sprinkler Density is designed with an additional 25%. 2019 CFC §912 and VMC 8.20.010 subsection C103.4

- **Special comments**: Due to large area of vehicle parking apparatus access shall be provided throughout vehicle storage area.

Corbin Reed
Fire Marshal

City of Visalia
Police Department
303 S. Johnson St.
Visalia, CA 93292
(559) 713-4370

Date: 9/28/21
Item: 9
Site Plan: 21-179
Name: NATE HENRY

SITE PLAN REVIEW COMMENTS

☐ No Comment at this time

☐ Request opportunity to comment or make recommendations as to safety issues as plans are developed.

☐ Public Safety Impact Fee:
Ordinance No. 2001-11 Chapter 16.48 of Title 16 of the Visalia Municipal Code
Effective date – August 17, 2001

Impact fees shall be imposed by the City pursuant to this Ordinance as a condition of or in conjunction with the approval of a development project. "New Development or Development Project" means any new building, structure or improvement of any parcels of land, upon which no like building, structure of improvement previously existed. *Refer to Engineering Site Plan comments for fee estimation.

☐ Not enough information provided. Please provide additional information pertaining to:

☐ Territorial Reinforcement: Define property lines (private/public space).

☐ Access Controlled / Restricted etc.:

☒ Lighting Concerns:
Proper exterior lighting

☐ Traffic Concerns:

☒ Surveillance Issues:
Interior / exterior video surveillance

☒ Line of Sight Issues:
Low shrubs / vegetation

☐ Other Concerns:

SITE PLAN REVIEW COMMENTS

CITY OF VISALIA TRAFFIC SAFETY DIVISION

September 29, 2021

ITEM NO: 9
SITE PLAN NO: SPR21179
PROJECT TITLE: Centerpoint Integrated Solutions
DESCRIPTION: Development of Car Sales Facility in the Visalia Auto Plaza (C-S)
APPLICANT: John Thatcher
OWNER: BP PEARLA PROPERTIES LP
APN: 081020085
LOCATION: W Hillsdale Ave at N Century Street

THE TRAFFIC DIVISION WILL PROHIBIT ON-STREET PARKING AS DEEMED NECESSARY

☐ No Comments

☐ See Previous Site Plan Comments

☒ Install Street Light(s) per City Standards.

☐ Install Street Name Blades at Locations.

☐ Install Stop Signs at Locations.

☒ Construct parking per City Standards PK-1 through PK-4.

☒ Construct drive approach per City Standards.

☐ Traffic Impact Analysis required (CUP)

- ☐ Provide more traffic information such as . Depending on development size, characteristics, etc., a TIA may be required.

☒ Additional traffic information required (Non Discretionary)

- ☒ Trip Generation - Provide documentation as to concurrence with General Plan.
- ☒ Site Specific - Evaluate access points and provide documentation of conformance with COV standards. If noncomplying, provide explanation.
- ☒ Traffic Impact Fee (TIF) Program - Identify improvments needed in concurrence with TIF.

Additional Comments:

- Centerline of driveway to align with centerline of Century St. Interim intersection design needs to take into account ultimate design to ensure functionality.
- No STOP sign on Hillsdale Ave & Century St unless CA MUTCD criteria is met warranting installation. Analysis required to support installation.
- No crosswalk markings allowed for uncontrolled intersection.

Leslie Blair

21-179

- VMT analysis may be required unless screening criteria is met.
- Questions? Contact Traffic Engineering, ph# 559-713-4633.

Leslie Blair

Leslie Blair

21-179

Susan Currier

From: Joel Hooyer
Sent: Monday, September 27, 2021 8:37 AM
To: Cristobal Carrillo; Josh Dan; Susan Currier
Cc: Jeremy Rogers; Alvin Dias
Subject: September 29, 2021 Site Plan Review
Attachments: 9-29-21 Site Plan Review.pdf

Importance: High

See attached and following for September 29, 2021, Site Plan Review comments

SPR20131 - No Valley oaks are on the submitted plans.
SPR21031 - No Valley oaks are on the submitted plans.
SPR21032 - No Valley oaks are on the submitted plans.
SPR21112 - No Valley oaks are on the submitted plans.
SPR21148 - No Valley oaks are on the submitted plans.

SPR21157 - No Valley oaks are on the submitted plans.
– Is the proposed development going to be a Light & Landscape District?

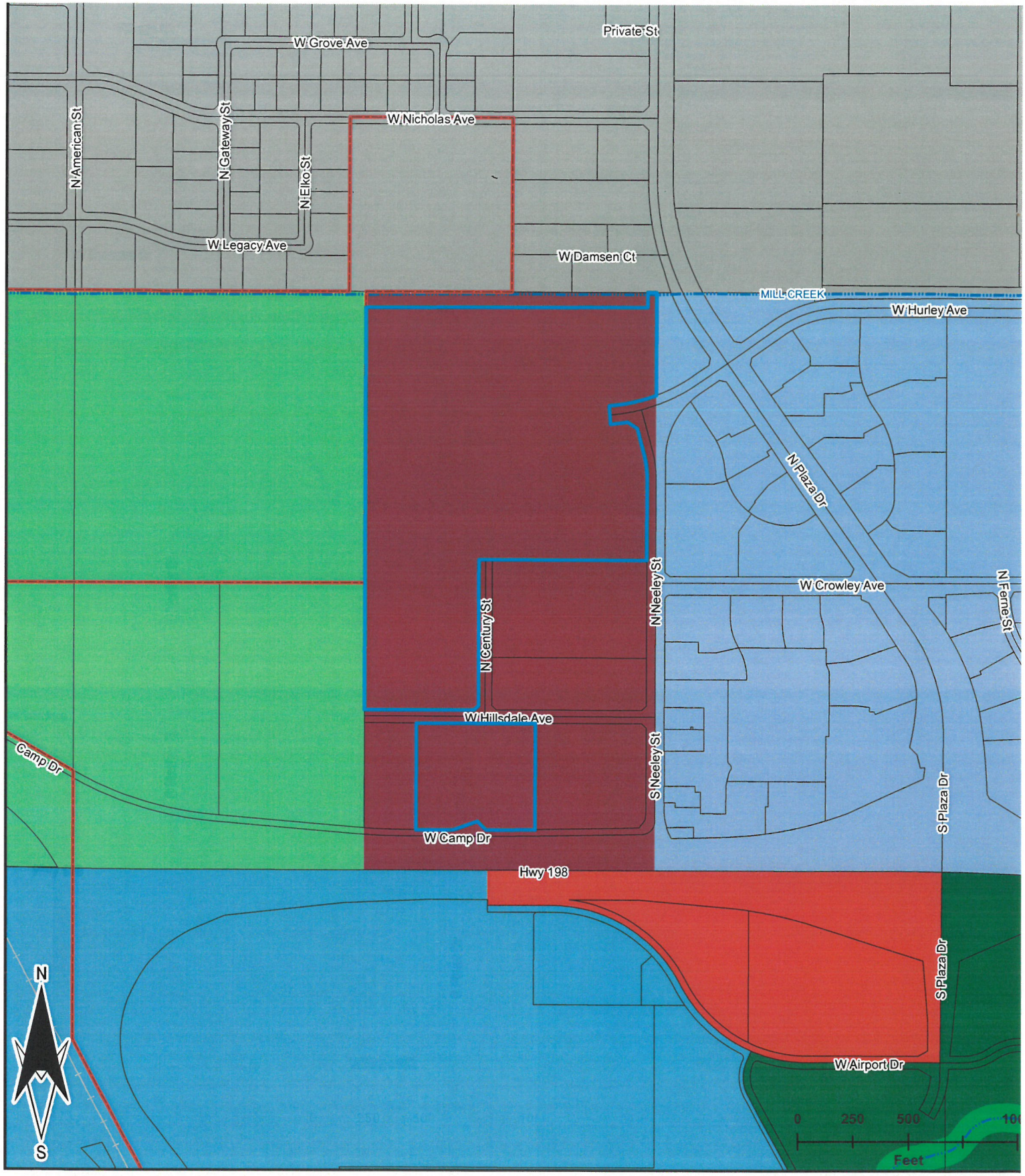
Note* If this proposed subdivision is to become an LLD, Park, Trail, or any other dedicated land to be maintained by the City of Visalia all lots shall be accessed appropriately to accommodate such intended maintenance and all the landscaping plans must be approved by Urban Forestry.

SPR21176 - No Valley oaks are on the submitted plans.
SPR21178 - No Valley oaks are on the submitted plans.

SPR 21179 – There are two (2) existing Valley oaks indicated on the proposed plans.
– Valley oaks indicated in the Legend Plant Legend, on the proposed plans.

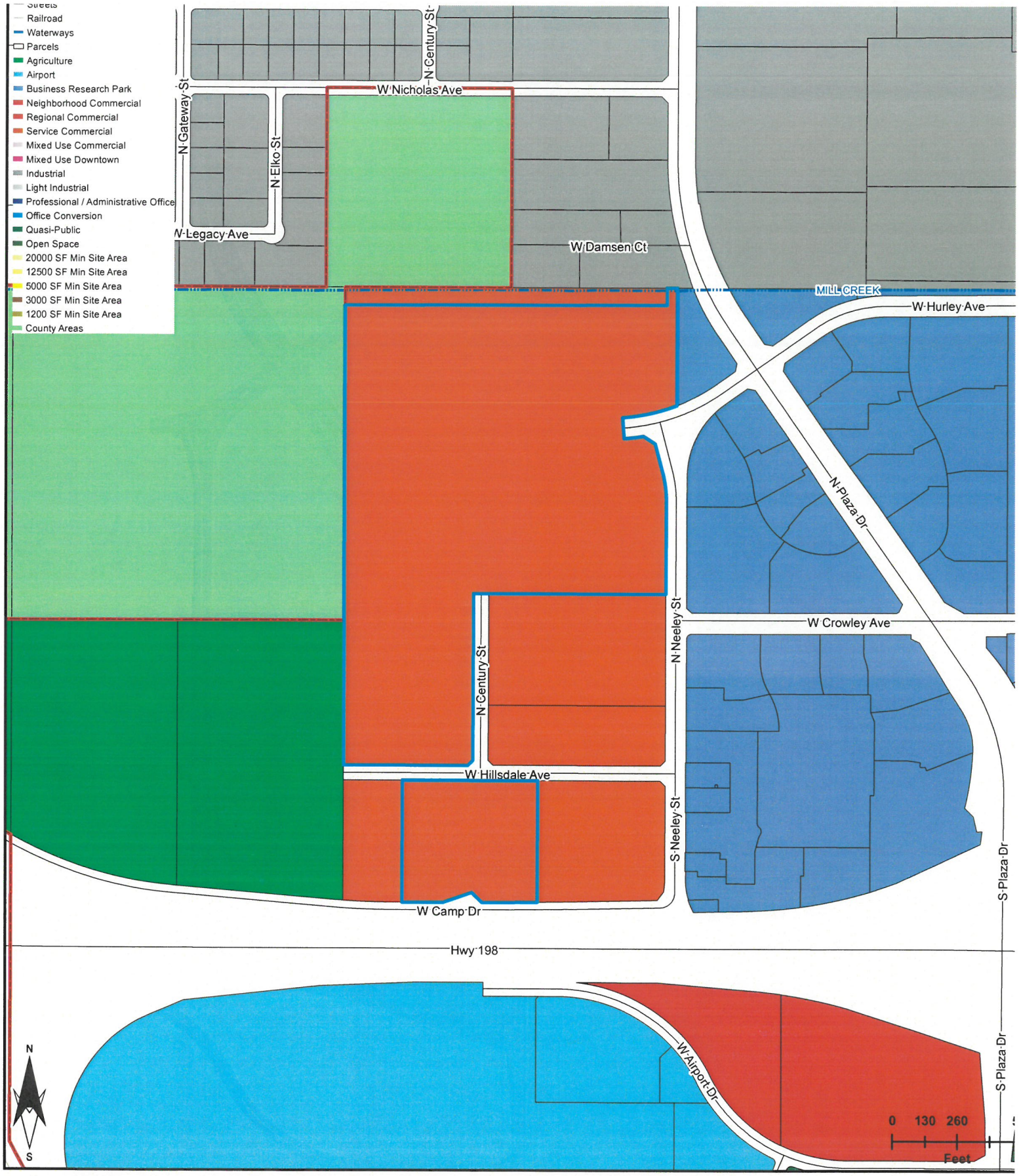
Note* The existing Valley oak trees will need to be protected during construction as outlined in the Valley oak tree ordinance and Visalia's Building Around Valley Oak Trees specifications.

SPR21180 - No Valley oaks are on the submitted plans.
SPR21181 - No Valley oaks are on the submitted plans.
SPR21182 - No Valley oaks are on the submitted plans.
SPR21183 - No Valley oaks are on the submitted plans.
SPR 21184 - No Valley oaks are on the submitted plans.
SPR 21185 - No Valley oaks are on the submitted plans.

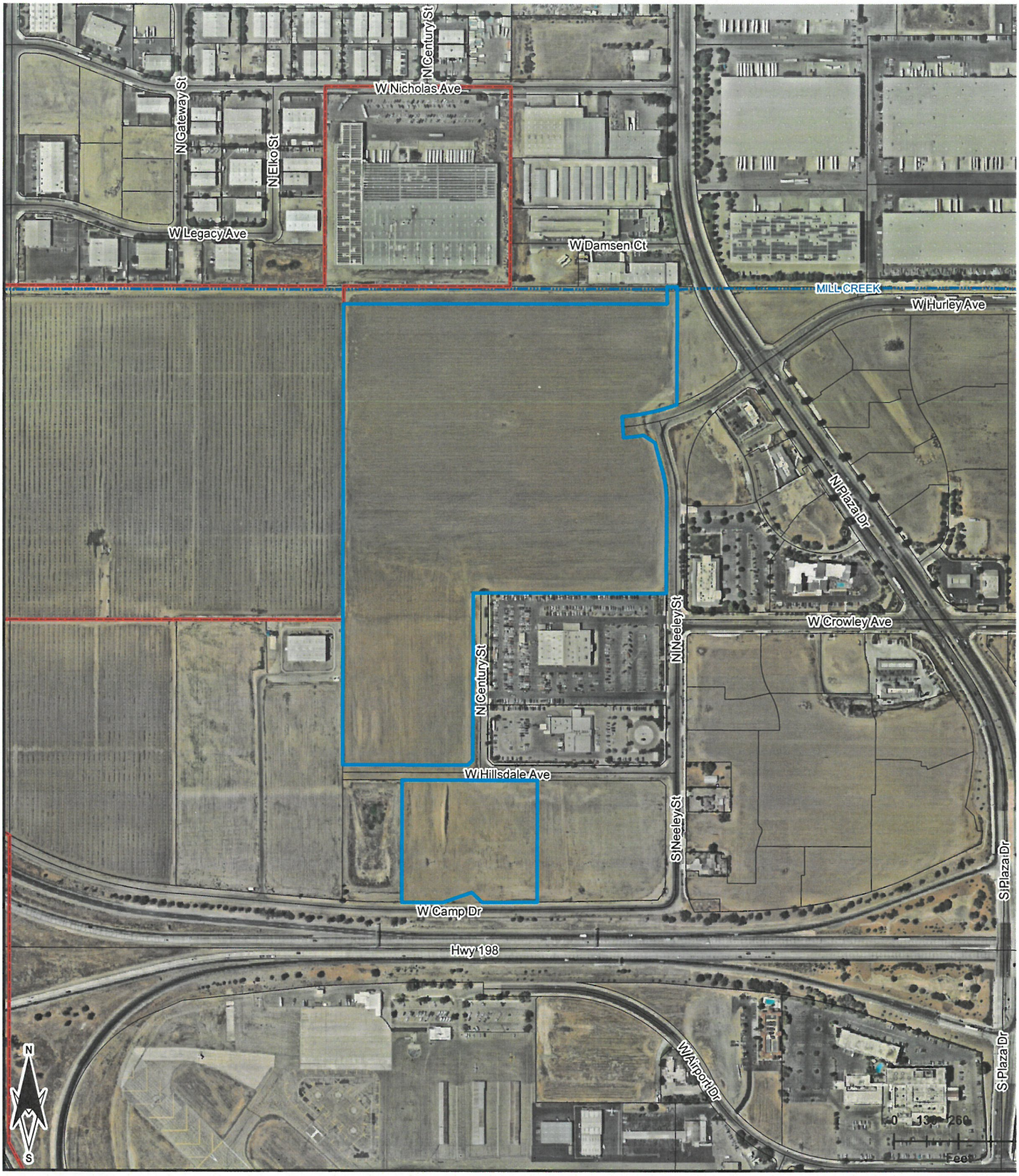


City Limits
Streets
Railroad
Waterway
Parcel

Conditional Zoning Agreement No. 2021-11 General Plan Land Use Map



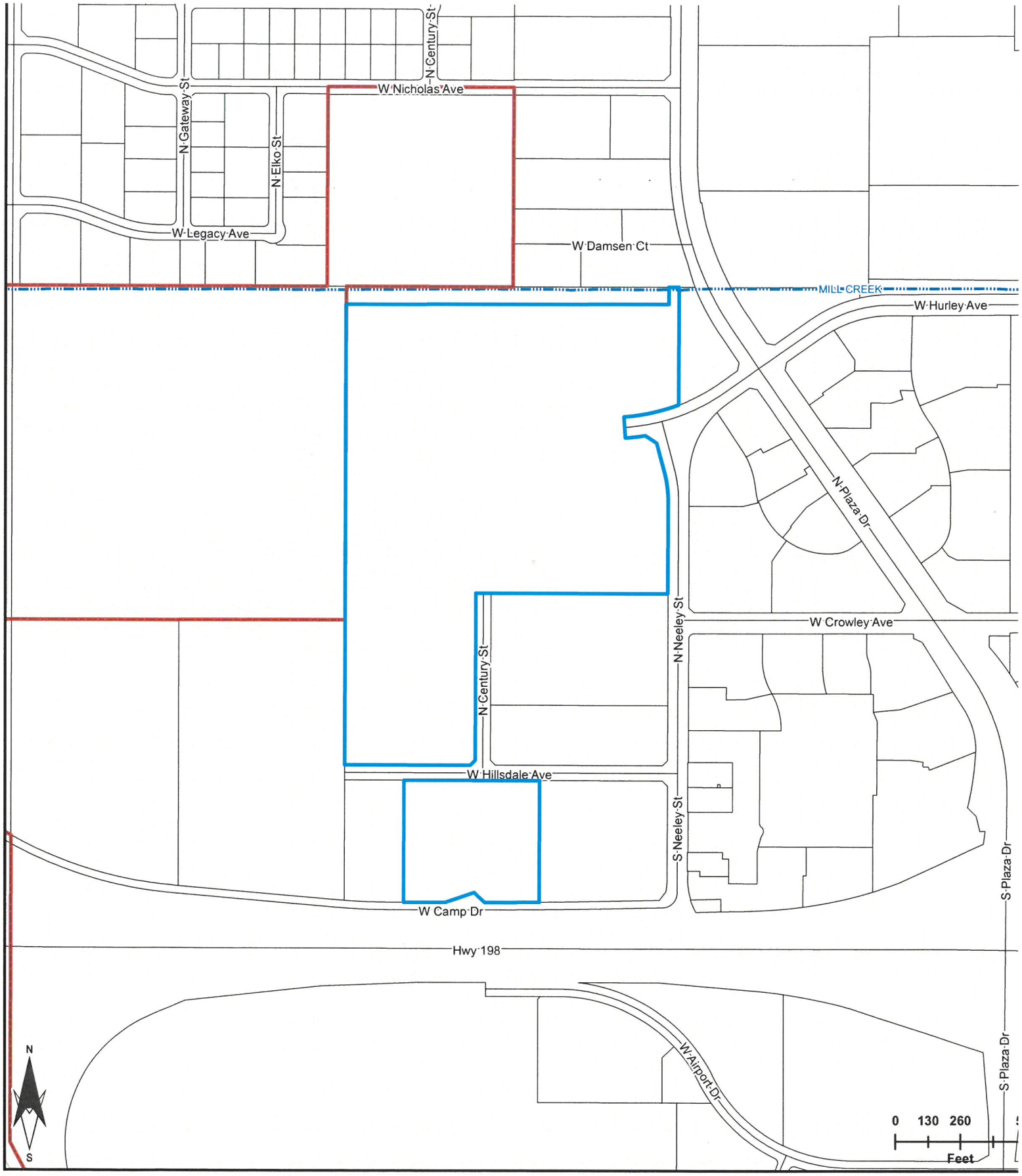
CZA No. 2021-11
Zoning Map



VISALIA
Founded 1852

CZA No. 2021-11
Aerial Map

City Limi
Streets
Railroad
Waterwa
Parc



CZA No. 2021-11
Vicinity Map

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ORDINANCE NO. 2021 - 10

AN INTERIM ORDINANCE TO REGULATE THE LOCATION OF SMOKE SHOPS/TOBACCO STORES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

SECTION 1. Consistent with its control over municipal affairs as a charter city and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety, and welfare of its citizenry. The City of Council of the City of Visalia hereby makes the followings findings:

A. The City of Visalia Zoning Ordinance, in Section 17.04.030, defines Smoke Shop/Tobacco Store as follows: *"Business with sales of tobacco, either loose or prepared as cigarettes and products for smoking constituting more than thirty (30) percent of gross sales and/or thirty (30) percent of net lease area."*

B. A Smoke Shop/Tobacco Store is currently allowed under the current City of Visalia Zoning Ordinance in the Commercial Mixed Use (C-MU) and Downtown Mixed Use (D-MU) within the City of Visalia with a Conditional Use Permit (CUP) issued under Visalia Municipal Code Chapter 17.38.

C. In recent years the City of Visalia has seen an increase in requests for CUPs to operate a Smoke Shop/Tobacco Store. In a recent instance such a usage was proposed within 400 feet of an elementary school. The City of Visalia Zoning Ordinance considers schools a sensitive usage and restricts some types of activities within specified distance of a school.

D. Although the recent instance of a proposed Smoke Shop/Tobacco Store near a school raised concerns over the proximity the usage was allowed because the current City of Visalia Zoning Ordinance is silent regarding this type of commercial activity near schools. The City Council has since considered whether a specific policy should be adopted and has determined that it would be in the interest of the public health, safety, or welfare.

E. The increase in requests for the operation of a Smoke Shop/Tobacco Store that has occurred in recent years does not appear to be slowing, which has raised concerns of whether a proliferation of such types of uses could increase the rate of youth smoking within the City of Visalia.

F. The City of Visalia has directed staff to research specific additional zoning ordinance regulations over the location of a Smoke Shop/Tobacco Store near sensitive uses, and in proximity to one another that could be permanently adopted to balance the need to minimize the visibility of such products to youths while allowing the sale of legal products. However, such a modification will take additional time to be reviewed and prepared.

G. According to the federal Centers for Disease Control (CDC) 9 in 10 adult smokers in the United States begin smoking by the age of 18 and nearly all (99%) of smokers first try smoking by the age of 26. On average every day in the United States approximately 1,600 youths smoke their first cigarette.[1] Youths utilizing tobacco products are a public health risk.

H. Concerns have been raised in the community that allowing Smoke Shop/Tobacco Store near schools or other areas where youth congregate increases the visibility of such products to youth, essentially allowing the existence of such stores to serve as advertising for tobacco products.

I. Concerns have been raised that allowing multiple Smoke Shops/Tobacco Stores to congregate in proximity would also increase their visibility within the community and make tobacco products appear popular and cause less consideration of potential health risks.

J. The CDC has determined that social and physical environments, such as mass media portrayals of tobacco products, seeing other youth use tobacco products, or seeing parents use tobacco products, can make youth more likely to try such products. In addition, access, availability, and visibility of tobacco products can increase the likelihood of youths using tobacco.[2] Allowing stores near locations where youth congregate increases the visibility of such products and creates a greater likelihood of youth seeing persons use tobacco products and consider such usage as favorable or desirable.

K. The City Council finds and declares that there is a current and immediate threat to public health, safety, and welfare, caused by youths using tobacco products that requires the adoption of the proposed interim zoning ordinance while a more specific amendment to the Zoning Ordinance is reviewed in the normal process by the City.

L. Further the City Council finds and declares that approving additional conditional use permits to allow additional Smoke Shops/Tobacco Stores near specified sensitive uses or within close proximity of an existing Smoke Shop/Tobacco Store would potentially be in conflict with the stated goals of the City of Visalia General Plan and Zoning Ordinance to preserve and promote the public health, safety, and welfare of the city by creating conditions that would increase the visibility and usage of tobacco products within the community making it more likely that youth might utilize tobacco products.

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[1] CDC Youth and Tobacco Use Fact Sheet accessed https://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm

[2] CDC Youth and Tobacco Fact Sheet – see above.

M. The City Council finds and declares that the zoning regulations on Smoke Shops/Tobacco Stores shall be adopted on an interim and immediate basis to protect the public health, safety, and welfare of the community while the more permanent regulations are reviewed in additional detail.

SECTION 2. While this interim ordinance is in effect the following regulatory standards shall apply as additional limitations under the Visalia Zoning Ordinance on the permissible location of a "Smoke Shop/Tobacco Store" as that term is defined in Visalia Municipal Code section 17.04.030. Businesses that are already operating under conditional use permits that have been issued prior to the date of this interim ordinance may continue to operate outside these regulatory limitations as they would constitute legal non-conforming use.

A. There shall be a 750-foot separation requirement for Smoke Shops/Tobacco Stores from schools, licensed daycare facilities, parks, or other recreational facilities that are privately or publicly owned where minors congregate.

B. Smoke Shops/Tobacco Stores shall not be permitted to overly concentrate in one area. Over concentration shall be presumed to apply when a new Smoke Shop/Tobacco Store is sought to be opened within 750-feet of a currently permitted and operating Smoke Shop or Tobacco Store.

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

SECTION 4. This Ordinance shall take effect immediately as an interim zoning ordinance under the provisions of California Government Code section 65858. It shall be of no further force and effect forty-five (45) days from its adoption unless it is extended pursuant to Government Code section 65858(a).

SECTION 5. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

PASSED AND ADOPTED: December 6, 2021

STEVE NELSEN, MAYOR

ATTEST:

LESLIE B. CAVIGLIA, CITY CLERK

APPROVED BY CITY ATTORNEY

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

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2021-10 passed and adopted by the Council of the City of Visalia at a regular meeting held on September 7, 2021 and certify a summary of this ordinance has been published in the Visalia Times Delta.

Dated: December 7, 2021

LESLIE CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 21-0689 **Agenda Date:** 1/18/2022 **Agenda #:** 1.

Agenda Item Wording:
For the purposes of reporting out, for the record, transactions that occurred as a result of Closed Session Real Property Negotiations:

Buyer: City of Visalia
Seller: Lone Oak Ranch, Inc., a California corporation
APN: 077-840-002 (portion) & 077-840-003 (portion)
Brief Description: Riggin Widening Project - Kelsey to Shirk
Price: $475,000.00
Closing Date: 12/28/21
Project Manager: Diego Corvera

For the purposes of reporting out, for the record, transactions that occurred as a result of Closed Session Real Property Negotiations:

Buyer: City of Visalia
Seller: Joseph C. Martin III and Debra K. Martin, husband and wife as joint tenants
APN: 119-340-005 (portion) & 119-340-006 (portion)
Brief Description: Caldwell Widening Project - Akers to Shady
Price: $8,800.00
Closing Date: 12/30/2021
Project Manager: Fred Lampe

City of Visalia

Staff Report

City Council Chambers
707 W. Acequia Ave.
Visalia, CA

File #: 22-0024 **Agenda Date:** 1/18/2022 **Agenda #:** 1.

Agenda Item Wording:
Upcoming Visalia City Council Meetings:
Friday, January 28, 2022 @ 8:30 AM - Special Meeting - Strategic Planning Session
Monday, February 7, 2022 @ 7:00 PM
Tuesday, February 22, 2022 @ 7:00 PM (2/21/22 - Monday Holiday)