

RESOLUTION NO. 2025-32

A RESOLUTION OF APPLICATION BY THE CITY OF VISALIA REQUESTING THE CITY OF VISALIA INITIATE PROCEEDINGS FOR FILING WITH THE TULARE COUNTY LOCAL AGENCY FORMATION COMMISSION ANNEXATION NO. 2024-05 AND DETACHMENT OF PROPERTY FROM COUNTY SERVICE AREA NO. 1, PERTAINING TO PARCELS TOTALING APPROXIMATELY 71.43 ACRES. UPON ANNEXATION, APPROXIMATELY 62.53 ACRES WILL BE UTILIZED FOR THE BLANKENSHIP TENTATIVE SUBDIVISION AS 55.49 ACRES OF THE SITE WILL BE ZONED R-1-5 (SINGLE-FAMILY RESIDENTIAL, 5,000 SQUARE FOOT MINIMUM SITE AREA) AND APPROXIMATELY 7.04 ACRES OF THE SITE WILL BE ZONED C-MU (MIXED USE COMMERCIAL), WHICH IS CONSISTENT WITH THE GENERAL PLAN LAND USE DESIGNATION. THE SITE IS LOCATED ON THE SOUTHEAST CORNER OF SOUTH SANTA FE STREET AND EAST CALDWELL AVENUE (APNS: 123-400-005 & 123-400-001).

WHEREAS, Annexation No. 2024-05 is a proposed annexation of a total of 71.43 acres into the city limits ("Project"). The project site is located at the southeast corner of East Caldwell Avenue and South Santa Fe Street within the jurisdiction of the County of Tulare (APN: 123-400-005 & 123-400-001); and

WHEREAS, the City Council of Visalia desires to initiate proceedings for annexation to said city of territory described on the attached legal description and annexation map included as Exhibit "A" of this resolution; and

WHEREAS, the Council of the City of Visalia desires to annex said territory to the City of Visalia for the following reasons: 1) The annexation will contribute to and facilitate orderly growth and development of both the City and the territory proposed to be annexed; 2) The annexation will facilitate and contribute to the proper and orderly layout, design and construction of streets, gutters, sanitary and storm sewers and drainage facilities, both within the City and within the territory proposed to be annexed; and 3) The annexation will provide and facilitate proper overall planning and zoning of lands and subdivision of lands in said City and said territory in a manner most conducive of the welfare of said City and said territory; and

WHEREAS, this proposal is made pursuant to the Cortese-Knox-Hertzburg Local Government Reorganization Act of 2000, commencing with Section 56000 of the Government Code of the State of California; and

WHEREAS, the territory proposed to be annexed is uninhabited; and

WHEREAS, the territory proposed to be annexed is adjacent to City Limits; and

WHEREAS, the territory proposed to be annexed is located in Voting District 2 as identified in the Election District Map adopted by the City Council on February 22, 2022, per Resolution No. 2022-11; and

WHEREAS, an Initial Study was prepared which disclosed that environmental impacts are determined to be less than significant with mitigation measures; and

WHEREAS, the Planning Commission of the City of Visalia, after a duly published notice, held a public hearing before said Commission on April 28, 2025; and

WHEREAS, the City Council of the City of Visalia, after a 10-day published notice, held a public hearing before said Council for Annexation No. 2024-05 on May 19, 2025, and found the project consistent with the General Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby makes the following findings with regard to the project:

1. That the annexation is consistent with the policies and intent of the General Plan and Zoning Ordinance and is not detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
2. That the proposed Annexation, which will re-designate 71.43 acres of AE-20 (Agricultural Exclusive 20-acre) County zone district to R-1-5 (Single-Family Residential, 5,000 minimum square foot site area) and C-MU (Mixed Use Commercial) zone district, which will not impose new land uses or development that will adversely affect the subject site or adjacent properties.
3. That the parcels are not located within an Agricultural Preserve.
4. That the parcel will be annexed into Voting District 2 per the Council Election Voting District Map.
5. That an Initial Study was prepared for this project, consistent with the California Environment Quality Act (CEQA), which disclosed that environmental impacts are determined to be not significant with mitigation and that Mitigated Negative Declaration No. 2024-63, incorporating the Mitigation Monitoring Program included within, is hereby adopted.

BE IT FURTHER RESOLVED, that the Council of the City of Visalia requests the actions:

1. Application is hereby made to the Executive Officer of the Local Agency Formation Commission (LAFCO), County of Tulare, State of California, for an annexation of territory described on the attached legal description and illustrated in the map attached as Exhibit "A".
2. Proceedings shall be taken for this annexation proposal pursuant to Title 5, Division 3, Part 3 of the California Government Code and other relevant provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.
3. In conjunction with the proceedings being taken for this annexation proposal, application is also hereby being made to the Executive Officer of the Local Agency Formation Commission, County of Tulare, State of California, for detachment from County Service Area No. 1.

4. The Council hereby requests waiver of the conducting authority proceedings in accordance with Government Code Section 56663(c).
5. That the proposed Annexation, which will re-designate 71.43 acres if AE-20 (Agricultural Exclusive 20-acre) County zone district to R-1-5 (Single-Family Residential, 5,000 minimum square foot site area) and C-MU (Mixed Use Commercial) zone district, which will not impose new land uses or development that will adversely affect the subject site or adjacent properties.
6. That the parcel will be annexed into Voting District 2 per the Council Election Voting District Map.
7. The City Clerk of the City of Visalia is authorized and directed to file a certified copy of this resolution with the Executive Officer of Tulare County LAFCO.
8. That the That the applicant(s) enter into a Pre-Annexation Agreement with the City which memorializes the required fees, policies, and other conditions applicable to the annexation. The draft Pre-Annexation Agreement is attached herein as Attachment "B" of Resolution No. 2025-32. The agreement is subject to final approval by the City Council of the City of Visalia.

PASSED AND ADOPTED: May 19, 2025

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 2025-32 passed and adopted by the Council of the City of Visalia at a regular meeting held on May 19, 2025.

Dated: May 20, 2025

LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Exhibit “A” of Resolution No. 2025-32 – Annexation Legal and Plat

EXHIBIT A GEOGRAPHIC DESCRIPTION CITY OF VISALIA ANNEXATION NO. 2024-05

Being a portion of the West half of the Northeast quarter and a portion of the East 160 feet of the Northwest Quarter of Section 8, Township 19 South, Range 25 East M.D.M. in the County of Tulare, State of California described as follows:

Commencing at the North Quarter corner of said Section 8; thence N89°56'49"E along the North line of said Northeast quarter a distance of 57.31 feet; thence S00°03'11"E a distance of 55.59 feet to a point on the South right-of-way of Caldwell Avenue as established by the property conveyed to the City of Visalia in the Deed recorded January 8, 2024 as Document No. 2024-0000958 of Official Records and on the existing city limits, said point also being the **TRUE POINT OF BEGINNING**;

Thence along said city limit line, the following courses:

Course 1: Thence S89°22'40"E 223.67 feet;

Course 2: Thence N89°32'02"E 10.00 feet;

Course 3: Thence S89°26'02"E 208.35 feet;

Course 4: Thence S89°15'29"E 668.31 feet;

Course 5: Thence S89°15'28"E 51.75 feet;

Course 6: Thence S44°15'16"E 42.40 feet;

Course 7: Thence S02°09'49"W along said city limit line and the East line of the West half of said Northeast quarter a distance of 2035.09 feet to the South quarter corner of said Northeast quarter;

Course 8: Thence S80°30'43"W along the South Line of said Northeast quarter a distance of 1454.25 feet to a point on the West right of way line of the Tulare Valley Railroad and a point of intersection with the existing city limit line;

Course 9: Thence along said city limit line, N02°27'49"E along said West right of way line a distance of 2335.00 feet to a point on the south right of way line of Caldwell Avenue;

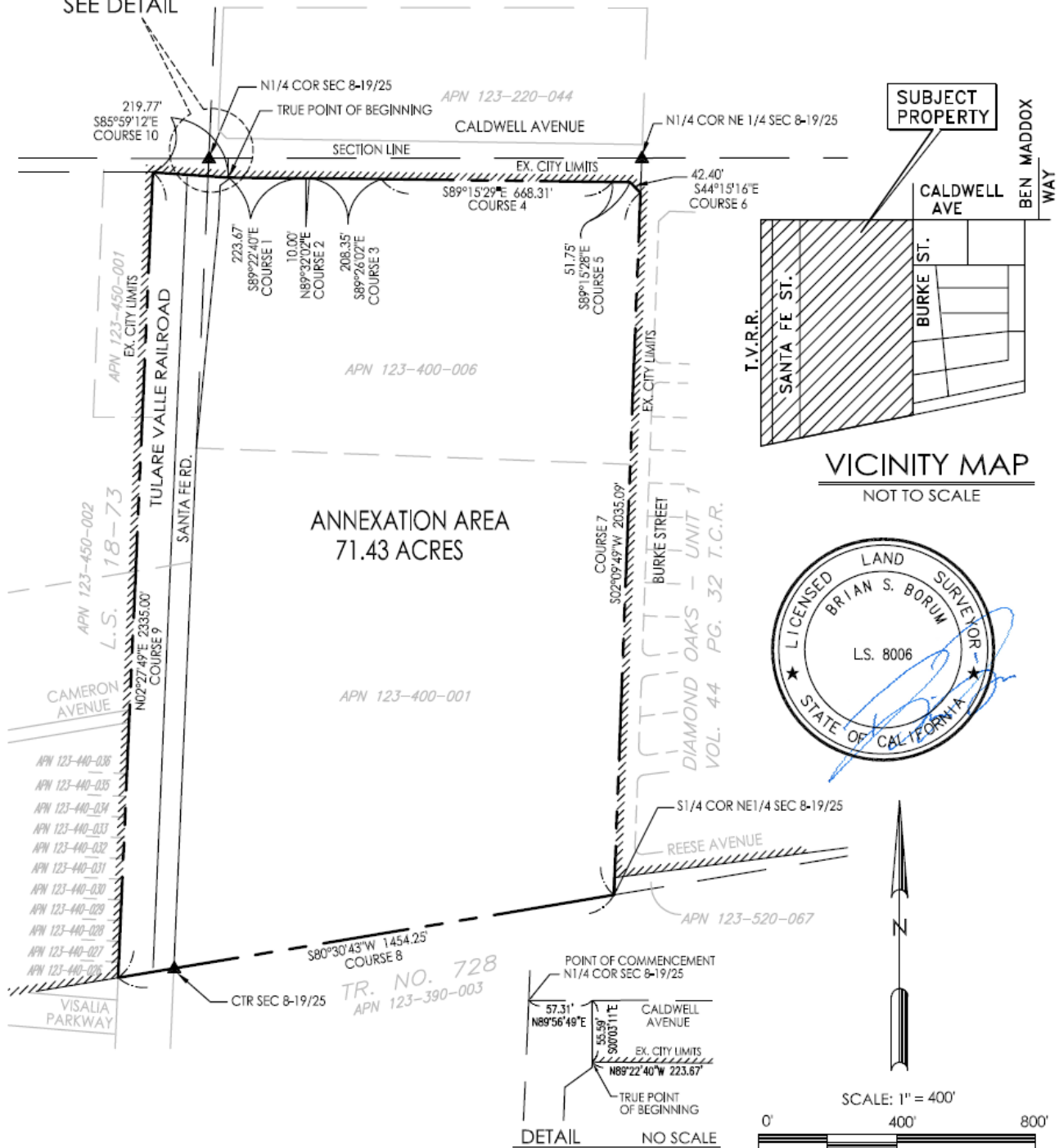
Course 10: Thence along said city limit line, S85°59'12"E 219.77 feet to the **TRUE POINT OF BEGINNING**.

Containing 71.43 Acres. More or Less



PORTION WEST HALF, NORTHEAST QUARTER SECTION 8,
TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDAIN

SEE DETAIL



DATE: 1-22-25
DRAWN: BM
CHECKED: BB
PROJECT: 24075

EXHIBIT B
CITY OF VISALIA
ANNEXATION NO. 2024 - 05
ANNEXATION TO THE CITY OF VISALIA

BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com
1445 W. Grand Ave. Ste. C
Grover Beach, Ca 93433

Exhibit “B” of Resolution No. 2025-32 – Draft Pre-Annexation Agreement

Pre-Annexation Agreement

This Pre-Annexation Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by and among the City of Visalia, a charter law city (“City”) and Gerald Jr & Jean Kristy Blankenship, (hereinafter “Owners”):

RECITALS

WHEREAS, Owners are the record owners of a portion of property, currently located in the unincorporated area of the County of Tulare, legally described in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and

WHEREAS, the Property is adjacent to and contiguous to the existing corporate boundary of the City, but is not situated within the limits of any municipality; and

WHEREAS, Owners desires to have the Property annexed to the City and to have the Property zoned as R-1-5 (Single Family Residential, 5,000 sq. ft. minimum), which would permit the Property to be used for Residential Low Density use; and

WHEREAS, the Property consists of approximately 62.53 acres, and no electors reside thereon; and

WHEREAS, proper applications have been filed with the City for approval of the annexation and tentative subdivision map as may be required for the Property; and

WHEREAS, the City has, by a resolution requesting initiation of proceedings to annex territory (“Resolution”) adopted on _____, 20__, initiated proceedings to annex the Property; and

WHEREAS, finding adoption of Resolution No. 20__ - ____ initiating annexation requires entry into this Annexation Agreement prior to the City submitting an application to the Local Area Formation Commission to commence the proposed annexation; and

WHEREAS, Owners acknowledges that during the term of this Agreement the Property will be subject to all ordinances, resolutions, and other regulations of the City, as they may be amended from time to time, as well as state and federal statutes and regulations, as they may be amended.

WHEREAS, the City is authorized by its police powers to protect the health, safety and welfare of the community, and is entering into this Agreement and executing such authority for said purpose; and

WHEREAS, nothing contained in this Agreement shall constitute a waiver of the City’s legislative, governmental, or police powers to promote and protect the health, safety and

welfare of the City and its inhabitants, nor shall this Agreement prohibit the enactment or increase by town of any tax, fee, or charge.

NOW, THEREFORE, in consideration of the above Recitals and the following Covenants, it is agreed by and between the parties as follows:

I. AGREEMENT

- A. Parties. The parties to this Agreement are the City and Owners.
- B. Incorporation of Recitals. The parties confirm and incorporate the foregoing Recitals into this Agreement.
- C. Purpose/Limits of Agreement. A specific purpose of this Agreement is to set forth specific terms and conditions of annexation of the Property to City.

II. TERMS AND CONDITIONS OF ANNEXATION; PURPOSE OF AGREEMENT

Generally, each party to this Agreement is benefited and burdened by detachment from the County and annexation to the City. Owners will obtain a variety of services from City and City will obtain additional tax revenues. City has adopted ordinances, regulations, and policies concerning design, improvement, construction, development and use of property within the City. Nothing contained in this Agreement shall constitute a waiver of City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of City and its inhabitants, nor shall this Agreement prohibit the enactment or increase by City of any tax or fee. The purpose of this Agreement is to spell out additional conditions to which Owners will be subject following annexation and prior to development within the City due to the burden placed on City by Owners desired annexation:

- A. Water Acquisition Policy: Although City's current water service provider, California Water Service, continues to issue will-serve letters, City's Council is aware of the steadily decreasing level of water in the City's underground water aquifers and has determined that increasing development is contributing to this serious problem. Therefore, City's Council has studied the issue and investigated possible solutions in order that it may continue to assure citizens that there will be water available to serve the community's needs. City's Council is actively engaged in water replenishment activities with the Kaweah Delta Water Conservation District and it has adopted a policy, as set forth in Chapter 16.54 of the Visalia Municipal Code, which requires annexation applicants to convey title to water rights to City upon annexation and/or to pay a fee to City (pursuant to an adopted fee schedule) so that City may acquire water for groundwater replenishment and storage in order to serve new development that comes with annexation, including development of the Property (the "Water Acquisition Policy"). Therefore, Owners agrees that, at the time that LAFCO issues a Certificate of Completion finalizing the annexation (and upon the running of all applicable statutes of limitation related thereto), Owners will comply with the Water Acquisition Policy by entering into an agreement with City to either (i) convey to City those water rights vested in the Property, if any, (ii) agree to pay City a fee in lieu thereof, (iii) agree to some combination of an in lieu fee payment

and water right conveyance, or (iv) to comply by any other method allowed by the Water Acquisition Policy, provided that such agreement includes a condition precedent requiring City's water supplier to agree to serve the Property with potable water in amount sufficient to meet Owners reasonably anticipated total water demand for the Property, as determined by a valid water supply assessment prepared pursuant to California Water Code § 10910 *et seq.* No post-annexation permit or entitlement approvals concerning the Property will be issued by City unless and until Owners comply with the Water Acquisition Policy in a manner consistent with this subsection II(A). Owners agree that it shall identify all water rights which, to the best of Owners knowledge, have been used by Owners or its agents in connection with the Property, regardless of whether they are considered "vested" in the Property, and shall comply with the Water Acquisition Policy by entering into an agreement with City to convey such rights, if any, to City. City shall cooperate with Owners in valuing such water rights for the purposes of determining the amount of offset to be applied against the in-lieu fee as required pursuant of the Water Acquisition Policy. Owners further agrees that City shall have first right of refusal in acquiring upon mutually acceptable terms any water rights that Owners own that may be in addition to those required to meet Owners obligations under the Water Acquisition Policy. City agrees that water rights need not be conveyed and in lieu fees shall not be made payable until City's issuance of a building permit covering the Property and, in the event Owners apply to City for its approval of multiple building permits covering the Property, City agrees such water rights conveyance or fee payment obligation shall be allocated on a pro rata basis to each phase of development covered by each building permit, with conveyance of water rights or payment to be made on a per building permit basis upon City's issuance of each building permit covering the Property.

- B. General Plan Maintenance Fee: On June 21, 2004, the City adopted (by Resolution 2004-63, as corrected) a General Plan Maintenance Fee. Owners agree that, at the time LAFCO issues a Certificate of Completion finalizing the annexation (and upon the running of all applicable statutes of limitation related thereto), Owners will enter into an agreement with City to pay the General Plan Maintenance Fee in an amount equal to \$495 per acre and no post-annexation permit or entitlement approvals concerning the Property will be issued unless and until said agreement is executed. City agrees that such fee shall not be made payable until City's issuance of one or more building permits covering the Property and, in the event Owners apply to City for its approval of multiple building permits covering the Property, City agrees such fee payment obligation shall be allocated on a pro rata basis to each phase of development covered by each building permit, with payment to be made on a per building permit basis upon City's issuance of each building permit covering the Property. Owners satisfaction of its obligations under this Section II(B) will satisfy any and all of Owners obligations related to and arising under the General Plan Maintenance Fee.
- C. Plan For Providing Services. The parties agree to cooperate in, and to take such actions as may be necessary to ensure, the diligent preparation of a Plan For Providing Services to the Property, to be submitted to LAFCO along with City's annexation application, in accordance with Cortese-Knox-Hertzberg Act requirements.

Developer understands and agrees that building permits and other entitlements for development on the Property will not be issued unless and until each and every condition herein is met.

III. TERM

The term of this Agreement shall become effective when fully executed by the parties hereto (the "Effective Date") and continue for a period of twenty (20) years. This Agreement shall terminate if (a) the annexation proceedings are terminated for any reason; or (b) the completion of the annexation (recording of a Certificate of Completion) does not occur on or before one (1) year from the Effective Date. Any indemnification provision included herewith shall survive termination and continue until expiration of the statute of limitations applicable to the subject matter thereof.

IV. DEFAULT, REMEDIES AND ENFORCEMENT

In the event of breach or default of any term, condition, covenant or obligation of this Agreement by either party, the other party may exercise any rights available at law or in equity, including an action for specific performance or other injunctive relief, and all such remedies shall be cumulative. This Agreement shall be enforceable, unless lawfully terminated or cancelled, by any party to the Agreement or any party's successor in interest, notwithstanding any subsequent changes in any applicable law adopted by the City which alters or amends the laws, ordinances, resolutions, rules or policies frozen by this Agreement.

V. INDEMNIFICATION

Owners agree to indemnify and hold harmless City and the City's officers, employees, agents, and contractors, from and against all liability, claims, causes of actions, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with this Agreement or its operation, or with any other action annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of Owners property, or which are in any manner connected with the City's enforcement of this Agreement. Owners further agree to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees and court costs, which arise out of or are in any manner connected with this Agreement or its operation.

VI. MISCELLANEOUS

- a. Binding Effect/Covenants to Run With Land. The Parties hereto agree to be bound by this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the heirs, transferees, successors and assigns of the parties hereto. The terms and conditions stated herein shall constitute covenants running with the land.
- b. Assignment. Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

- c. Authorized Signatory. The individuals executing this Agreement, by their signature hereto, declare that they are authorized to, and have the legal power, right and actual authority to bind the party to the terms and conditions of this Agreement.
- d. Notices. All notices under this Agreement shall be effective upon personal delivery to City, or Owners, as the case may be, three (3) business days after deposit in the United States Mail, postage fully prepaid, addressed to the respective parties as follows:

To the City: City Manager
 City of Visalia
 220 N. Santa Fe Street
 Visalia, CA 93291

With Copy to: Kenneth J. Richardson
 City Attorney
 Peltzer & Richardson
 3746 West Mineral King
 Visalia, CA 93291

To Owner: Gerald Blankenship Jr. & Jean Kristy Blankenship
 1515 Bonnie Doone
 Corona Del Mar, CA 92625

 San Joaquin Valley Homes
 Attn: Steven Macias
 5607 Avenida de los Robles
 Visalia, CA 93291

Or such other address as the parties may from time to time designate by giving notice as required hereunder.

- e. Entire Agreement. This Agreement represents the entire agreement between the City and Owners as to its subject matter and no prior oral or written understanding shall be of any force or affect.
- f. Amendment. No part of this Agreement may be modified without the written consent of both parties.
- g. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the heading.
- h. No Third Party Beneficiaries Intended. Except as provided herein, the parties of this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- i. Exhibits and Recitals. The recitals and any exhibits to this Agreement are fully incorporated by reference and are integral parts of this Agreement.

- j. Conflict With Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision(s) of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing this subject, the conflicting provision(s) shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the effected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.
- k. Waiver. A waiver of any breach of this Agreement by any party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.
- l. Choice of Law - Venue. This Agreement shall be governed by the laws of the State of California and any questions arising hereunder shall be construed or determined according to such law. Venue for any legal action arising from or in connection with this Agreement or the Property shall be in Tulare County, California.
- m. Attorneys 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 reasonable fees and costs, including attorneys fees, court costs and arbitration costs incurred in the action brought thereon.
- n. No Agency, Joint Venture or Partnership. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Owners and that Owners are not an agent of City. City and Owners hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection therewith shall be construed as making City and Owners joint venturers or partners.
- o. Excusable Delays; Extension of Time of Performance. In the event of delays due to strikes, inability to obtain materials, civil commotion, fire, war, terrorism, lockouts, third-party litigation or other legal challenges regarding the annexation, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, failure of contractors to perform, or other circumstances beyond the reasonable control of the parties and which cause substantially interferes with the ability of either party to perform its obligations under this Agreement, then the time for performance of any such obligation shall be extended for such period of time as the cause of such delay shall exist but in any event not longer than for such period of time.
- p. Further Assurances. The parties will execute and deliver, upon demand by the other party, such further documents, instruments and conveyances, and shall take such further actions as such other party may request from time to time to document the transactions set forth herein.

- q. Recordation of Agreement; Counterparts. This Agreement, or an abstract of its material terms and conditions shall be recorded by either party in the Official Records of the Tulare County Recorder. This Agreement may be executed in counterparts and, when all counterparts are combined, shall constitute a single agreement.
- r. Future Development Impact Fees. The Owners hereby acknowledge that the City may, from time to time, adopt additional development impact fees at some time in the future after annexation of the Property. The Owners hereby agree that, in the event that the City adopts an ordinance imposing a development impact fee, in accordance with applicable legal requirements, prior to issuance of a vesting project approval for development of any portion of the Property, Owners will be subject to the requirements of such citywide development impact fee program to the extent applicable at the time Owners seek a vesting project approval for a project on the Property. This provision is not intended to retroactively subject the Property to additional annexation-related fees that may be adopted in the future.
- s. Prezoning. City agrees to promptly process and, after City completes and adopts its environmental review, consider Owners application to prezone the Property, as required by the Cortese-Knox-Hertzberg Act's prezoning requirements. The R-1-5 (Single Family Residential, 5,000 sq. ft. minimum) zoning designation is the adopted prezoning for the Property, in accordance with Visalia Municipal Code Chapters 17.12 and Section 17.06.050(A), which section states that all territory which is annexed into the City shall be classified to the zone as indicated on the Visalia General Plan land use map, as adopted by the City (the "Prezoning"). The R-1-5 (Single Family Residential, 5,000 sq. ft. minimum) zoning designation permits residential land uses, as specified by the City of Visalia Municipal Code. Upon execution of this Agreement, City shall use its best efforts to (i) promptly complete its environmental review of the Project and consider its adoption thereof, and (ii) complete its preparation of the proposed prezoning contemplated by this subsection II(E) and consider its approval thereof. If City approves the prezoning contemplated by this subsection II(E), the terms and conditions of such prezoning shall be included in City's application to LAFCO for the annexation of the Property to City, which application shall promptly be submitted to LAFCO by City.
- t. Development Impact Fees: The Owners shall pay all applicable development impact fees for any subsequent development on the Property at the time that building permits are issued, or prior to issuance of final occupancy, if applicable, at the discretion of the Community Development Director, or as may be required by ordinance. A list and amount of development impact fees can be located in the City's current version of the Development Fee Schedule.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to their signature.

CITY

Date: _____

By: _____
Leslie Caviglia, City Manager

Attest:

Date: _____

By: _____
Reyna Rivera, City Clerk

Approved as to Form:

Date: _____

By: _____
Kenneth J. Richardson, City Attorney

OWNERS

Date: _____

By: _____

Date: _____

By: _____

