



City of Visalia

City Council

Meeting Agenda - Final

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

Tuesday, September 7, 2021

7:00 PM

Council Chambers

ROLL CALL

ADJOURN TO CLOSED SESSION - 6:00 PM

CALL TO ORDER REGULAR SESSION

PLEDGE OF ALLEGIANCE

INVOCATION

SWEARING IN OF CITY MANAGER, LESLIE B. CAVIGLIA

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. Approve recommendation from Mayor Steve Nelsen regarding appointments of individuals to represent the Visalia City Council on various boards and committees including the City's nomination for a position on Local Area Formation Commission. [21-0448](#)
3. Authorize the City Manager or their designee to execute a letter of support for Self-Help Enterprises development of affordable housing within the City of Visalia. [21-0449](#)
4. Amend annual contract with Interwest Consulting Group to increase annual not to exceed amount to \$600,000 for the Building Safety Division Plan Review and Related Services and appropriate an additional \$565,000 from the Building Safety Enterprise Fund. [21-0451](#)
5. Authorization for the City Manager to execute a contract with Central Valley Striping for RFB No. 20-21-40 in an amount not to exceed \$235,000 annually, that provides annual traffic striping & pavement markings (CP9226), bike lane implementation (CP9923), and stop sign installations with associated pavement markings (CP0037). This is a yearly contract with four one-year extensions. [21-0453](#)
6. Authorize the City Manager to enter into an agreement between the City of Visalia Transit Division and Tulare County Regional Transit Agency to provide grant management functions on behalf the Tulare County Regional Transit Agency to support the City of Tulare. [21-0459](#)
7. Authorize the City Manager to execute an agreement with 4Creeks, Inc. to provide construction management services for the Caldwell Avenue Improvement Project from Akers Street to Shady Street in the amount of \$410,100. (3010-72000/CP9485) [21-0463](#)
8. Request by Councilmember Greg Collins for the Council to approve adding an agenda item for a presentation on a pool concept at the October 4, 2021 City Council meeting. [21-0473](#)
9. Authorize and designate Councilmember Greg Collins as the voting delegate and Liz Wynn as the alternate delegate for the 2021 League of California Cities Annual Conference. [21-0475](#)
10. Approve the Council subcommittee recommendation to appoint Mark Wall and Kelly Pierce to the Citizen Advisory Committee and reappoint Darin McCall and Jon Bueno to the Citizens Advisory Committee for a two-year term through June 30, 2023. [21-0484](#)
11. Update regarding Council District Decennial Redistricting process. [21-0492](#)

12. Adopt Resolution 2021-47, a resolution to summarily vacate and to authorize the transfer of excess right of way along Pinkham Street near East Seeger Avenue. [21-0446](#)
13. Approve the Council subcommittee recommendation to appoint Edgardo Monroy to the Parks and Recreation Commission for a two-year term through June 30, 2023. [21-0493](#)
14. Adopt the revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia. [21-0495](#)
15. Authorization to execute a month-to-month lease agreement with the Arts Consortium for use of the Oval Park Service Center building at 808 N. Court. [21-0513](#)

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.

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: [21-0494](#)

Buyer: City of Visalia
Seller: First Church of the Nazarene of Visalia, California
APN: 126-030-043 (portion)
Purpose: Caldwell Improvement Project-Akers to Shady
Price: \$16,500.00
Closing Date: 8/19/2021
Project Manager: Fred Lampe

ADJOURNMENT



City of Visalia

Staff Report

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

File #: 21-0496

Agenda Date: 9/7/2021

Agenda #: 1.

Agenda Item Wording:

Authorization to read ordinances by title only.



City of Visalia

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

Staff Report

File #: 21-0448

Agenda Date: 9/7/2021

Agenda #: 2.

Agenda Item Wording:

Approve recommendation from Mayor Steve Nelsen regarding appointments of individuals to represent the Visalia City Council on various boards and committees including the City's nomination for a position on Local Area Formation Commission.

Deadline for Action: 9/7/2021

Submitting Department: Administration

Contact Name and Phone Number: Mayor Steve Nelsen, steve.nelsen@visalia.city
<<mailto:steve.nelsen@visalia.city>>; 713-4400 ext 7313.

Department Recommendation:

Review and consider the appointments of individuals to the various boards and committees that have Council representatives appointed to them, including approval to nominate Liz Wynn to serve as the Large City representative on the Local Area Formation Commission (LAFCO).

Background Discussion:

The Visalia City Council appoints individuals to several Committees, Sub-Committees, Boards, and other organizations to represent the City Council, the City of Visalia organization, or the community of Visalia. In some instances, there are two members, in others there is a single representative and an alternate. The regular organizations include, but are not limited to, the Tulare County Association of Governments, the Visalia Water Management Committee, the Tulare Economic Development Corporation, and the Downtown Property Based Improvement District. A full list of the organizations and the Mayor's recommendations for the appointments is attached.

The list of current organizations from the previous Council cycle was distributed as part of the regular meeting agenda on August 16, 2021 and Councilmembers were asked to provide feedback to Mayor Nelsen on the organizations to which they are interested in serving. The Mayor reviewed the list and has provided the attached recommended appointments. The Council may adopt the list as recommended or may modify any or all the recommendations.

In 2019 the Mayor recommended that three of the committee's representation be combined into one since they essentially have the same responsibilities: The Tulare County Association of Governments (TCAG), Tulare County Transportation Authority, Cross Valley Rail Corridor Joint Powers Authority, and TCAG Rail Committee.

In addition, due to the untimely death of Phil Cox, there is a position on LAFCO to represent the large cities in Tulare County (Visalia, Tulare, Porterville, Dinuba). Mayor Nelsen is recommending that he be authorized to nominate Liz Wynn to serve in that capacity when the County selection committee meets later this month. She has served on the Planning Commission, and worked for a planning/engineering consultant company for a number of years. Hence, she has a good knowledge

base in this area.

Fiscal Impact: None

Prior Council Action: August 16, 2021, the current list of the appointments was distributed for Council review.

Alternatives: The City Council may choose to recommend other appointment choices, or to recommend other Committees/Sub-Committees that they believe would be beneficial to the Council.

Recommended Motion (and Alternative Motions if expected):

I move to approve the recommendations from Mayor Steve Nelsen regarding appointments of individuals to represent the Visalia City Council on various boards and committees and to nominate Liz Wynn to serve on the LAFCO Board.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Proposed list of 2021-2022 appointments as recommended by Mayor Nelsen.

**VISALIA CITY COUNCIL REPRESENTATION ON
BOARDS/COMMITTEES
2021-2022**

Board/Committee	Meeting Frequency	2020-2022 Representative
Council of Cities	Every-other-month on the third Wednesday at 3:00 pm @ 220 N. Santa Fe	Pri: Nelsen Alt: Poochigian
Lake Kaweah Expansion Project	On Call	Pri: Collins Alt: Nelsen, Caviglia
Mid-Kaweah Groundwater Sustainability Agency	Quarterly on the second Tuesday at 3:00 pm in Tulare	Collins, Nelsen Alt: Caviglia
Downtown Visalia Property Owner's Association (POA)	Monthly on the fourth Tuesday at 4:00-5:30 pm @ 220 N. Santa Fe	Pri: Taylor Alt: Nelsen
Regional Conservation Investment Strategy Steering Committee	On Call	Pri: Nelsen Alt: Caviglia
San Joaquin Valley Air Pollution Control Districts Special City Selection Committee	Meets as needed to fill vacancies on the District Board @ the SJVAPCD in Fresno	Pri: Wynn Alt: Taylor
Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority	Monthly on the third Monday at 1:00 pm - Meetings are held at locations throughout the County	Pri: Poochigian Alt: Taylor
Tulare County Economic Development Corp	Bi-monthly on the fourth Wednesday at 7:30-8:30 am in Exeter	Pri: Poochigian Alt: Caviglia
Tulare County Homeless Alliance Task Force	Meetings are held on the third Wednesday of every month at 1:30 p.m.	COV Rep: Wynn Alternates: Nelsen, Caviglia
Visalia Water Management Committee	Meets twice a year at Kaweah Delta Water Conservation District at 1:30-3:00 pm in Farmersville	Pri: Nelsen Alt: Collins
Visalia Civic Facilities Authority	Annually	Collins, Nelsen
Visalia Convention & Visitors Bureau Board	Monthly on the second Wednesday at 9:00 -11:00 am @ 220 N. Santa Fe	Taylor
Visalia Economic Development Council	Monthly on the third Wednesday at 7:00 am @ 500 N. Santa Fe	Pri: Poochigian Alt: Caviglia



City of Visalia

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

Staff Report

File #: 21-0449

Agenda Date: 9/7/2021

Agenda #: 3.

Agenda Item Wording:

Authorize the City Manager or their designee to execute a letter of support for Self-Help Enterprises development of affordable housing within the City of Visalia.

Deadline for Action: 9/7/2021

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Margie Perez, Housing Specialist, 713-4460; margie.perez@visalia.city <mailto:margie.perez@visalia.city>. Melody Murch, Assistant Finance Director, 713-4379; melody.murch@visalia.city <mailto:melody.murch@visalia.city>. Renee Nagel, Finance Director, 713-4375; renee.nagel@visalia.city <mailto:renee.nagel@visalia.city>.

Department Recommendation: That Council would authorize the City Manager or their designee to execute a letter of support for Self-Help Enterprises (SHE) development of affordable housing units within the City of Visalia.

Background Discussion:

SHE's mission is to work together with low-income families to build and sustain healthy homes and communities. Since 1965, SHE has assisted over 55,000 families throughout the San Joaquin Valley with decent affordable housing. They have requested that the City provide a letter expressing support for SHE's development of low-income affordable housing in the City of Visalia, included herein as Attachment "A" - SHE Letter of Support Request. A letter of support is not a commitment of funding to SHE. The purpose of such a letter is to express the City of Visalia's support for the work SHE does in the development of affordable housing units within the City of Visalia. This letter will assist SHE in pursuing a variety of project grant funding for various projects because grant applications receive higher scores and are more likely to receive funding when the proposed project has the support of the surrounding community. The requested letter would be one of many letters of support held by SHE from local agencies and non-profits to be used for this purpose.

SHE has been the City's Community Housing Development Organization (CHDO) since 2012. A CHDO is a private non-profit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves. To qualify for designation as a CHDO, the organization must meet certain requirements pertaining to their organizational structure, capacity, and experience. To-date, SHE is the only organization that has qualified for CHDO status in the City of Visalia.

As the City's CHDO, SHE has proven their capacity and experience through prior projects within the City of Visalia, which include:

- Highlands Gardens - Construction of a 42-unit, multi-family two- and three-bedroom rental

development. Amenities include a community center, community garden, family picnic area, and children's playground.

- Strawberry Apartments - Acquisition and rehabilitation of a five-unit property, which consists of one- and two-bedroom rentals.
- Encina Apartments - Acquisition and rehabilitation of a six-unit, 1-bedroom rental complex. Amenities include a laundry area and picnic area.
- Eden House - Acquisition and rehabilitation of a 22-bed transitional bridge housing project currently operated through a contract with Mental Health Systems.

SHE is a large organization and projects completed in partnership with the City are only a portion of the work they have done to create and preserve low-income housing for the citizens of Visalia and throughout the Central Valley. As detailed in Attachment "C" - SHE's Annual Report 2020, SHE has recently completed affordable housing projects including:

- Construction of new self-help homes for 44 families, and
- Construction of 196 new rental units, and
- Funding of 27 homebuyer assistance loans, and
- Preservation of 48 rental units, and
- Rehabilitation of 22 single-family homes.

As previously mentioned, **the letter of support will not provide any financial commitment of funding to SHE.** The letter of support will simply express the City of Visalia's support for their development of additional affordable housing units within the City of Visalia for low-income families. The draft City of Visalia letter of support for SHE is included herein as Attachment "B"- Draft Letter of Support.

Fiscal Impact:

A letter of support will only express the City of Visalia's support for Self-Help Enterprises development of affordable housing in Visalia and will not have any fiscal impact.

Prior Council Action: None

Other: None.

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):

Staff recommends that the Council directs the City Manager or their designee to execute a letter of support for Self-Help Enterprises development of low-income affordable housing units within the City of Visalia.

Attachments: Attachment "A" - SHE's Letter of Support Request, Attachment "B" - Draft Letter of Support, and Attachment "C" - SHE's Annual Report 2020.



A Nonprofit Housing and Community Development Organization

August 23, 2021

Members of the City Council
City of Visalia
303 E. Acequia Ave
Visalia, CA 93291

RE: California Energy Commission Application – Request for Letter of Support for Self-Help Enterprises

Dear Members of the Visalia City Council,

Self-Help Enterprises (SHE) is requesting a letter for support from the City of Visalia to submit with various funding applications SHE submits throughout the year. One example includes the California Energy Commission's EPIC funding application that is due September 10, 2021.

The EPIC funding opportunity provides up to \$1MM for the design of all-electric mixed-use projects that demonstrate integration of advanced grid technology and support the State's decarbonization goals. This funding would provide SHE the opportunity to learn about all-electric design and advanced decarbonization technologies. SHE intends to apply for these funds to guide the development of future affordable housing in Visalia.

Self-Help Enterprises appreciates the ongoing partnership with the City of Visalia, and looks forward to additional opportunities to partner and deliver innovative community-based housing solutions.

Should you wish to discuss or have further questions, feel free to contact me at 559-802-1653.

Sincerely,

Director of Real Estate Development



September 7, 2021
Self Help Enterprises
8445 W Elowin Court
Visalia, CA 93291

Re: Letter of Support for Self-Help Enterprises

To Whom it May Concern:

On behalf of the Visalia City Council, I am writing this letter for Self-Help Enterprises (SHE), to support their efforts to develop high-quality affordable housing in Visalia while integrating enhanced sustainability and decarbonization goals.

SHE has a proven record of developing high-quality housing opportunities for low-income families and individuals experiencing homelessness. In addition, SHE actively selects sites that maximize public transportation opportunities for residents as well as incorporates energy-efficient strategies in their housing construction.

The City of Visalia supports efforts to design all-electric mixed-use projects that demonstrate integration of advanced grid technology and support the State's decarbonization goals. Visalia has established greenhouse gas reduction targets pursuant to the adopted Climate Action Plan. In January 2007, the Visalia City Council authorized the Mayor to sign the U.S. Mayors "Cool Cities" Climate Protection Agreement, which sets the goal of reducing City-wide CO2 emissions. Visalia was also previously one of 20 Central Valley jurisdictions that opted into a state-funded benchmarking and tailored policymaking initiative called the Sustainable Energy Roadmap (SER).

The City of Visalia has a long history of working with Self-Help Enterprises to support affordable housing for low-income families. Based on the success of our projects and partnership, we strongly support SHE's efforts to address the challenges of climate change and housing affordability in our community.

If you have any questions or require additional information, please contact me at (559) 713-4332.

Sincerely,

Leslie Caviglia
City Manager



Self-Help Enterprises

Annual Report 2020

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Our Mission

Self-Help Enterprises is a nationally recognized nonprofit organization whose mission is to work together with low-income families to build and sustain healthy homes and communities.



LEADERSHIP MESSAGE

The year 2020 reminded us of the first line of the pamphlet by the American patriot Thomas Paine in 1776 – “These are the times that try men’s souls.”

Excusing, for the moment, the masculine bias of that phrase, this is perhaps the most apt framing of the demands and challenges for SHE in 2020, confronted by a once-in-a-century pandemic, as well as an urgent call for racial justice. Both combined to create a year like no other.

As we closed out the year – with threats no less profound but decidedly more hope – we are proud that SHE persevered and found ways to maintain and even expand our impact in the households and communities we serve. Highlights for the year included being named a “Top 50 Developer” nationally by Affordable Housing Finance magazine for a second time, opening our first housing for individuals transitioning out of street homelessness (Eden House), receiving a commitment of over \$20 million to ramp up our clean water work in disadvantaged communities, and beginning essential work in sustainable energy and emergency preparedness for our most vulnerable populations.

But Covid-19 imprinted itself on all of our operations. Closing our doors to the public (and most of the staff) in mid-March, resulted in challenges for continuing our essential work across numerous programs. While staff adapted to new safety protocols, virtual communication, and working from home, the effort continued, even in programs that depend upon person to person contact. In the meantime, the urgent needs of individuals became a growing drumbeat, as the inequities of the pandemic’s impacts became clear in our communities, where people of color disproportionately bore the worst of it. Farm laborers and other essential workers do not have the option to work from home, nor do their resources allow them to avoid overcrowded housing conditions. To address the most urgent needs created by Covid-19 and consistent with SHE’s commitment to racial equity, we created the Pandemic Relief Fund, which by year end had delivered up to \$500 in direct assistance to over 1,100 families for basic necessities such as food, rent or mortgage payments, or essential utilities.

2020 stressed SHE in unimagined ways, but at the same time strengthened our resolve to build and sustain healthy homes and communities in the San Joaquin Valley.

Board of Directors

- Kayode Kadara, *Chair*
- Martha Renteria, *Vice Chair*
- Richard Barron
- Mike Chrisman
- Tim Denton
- Olivia Gomez
- Marvin Hansen
- Dave Herb
- Lupe Martinez
- Yolanda Meraz
- Teresa Ramos
- Dolores Salgado
- Tina Sumner
- Susan Zachary-Kreps



Tom Collishaw
President & CEO



Kayode Kadara
Chair, Board of Directors

NEW SINGLE-FAMILY HOMES

Mutual Self-Help Housing

Our mutual self-help housing program continues to provide opportunities for low income families to achieve their dreams of homeownership through hard work and collaboration. It is also a time honored strategy for wealth creation, particularly for families of color. Each participating family is required to contribute a minimum of 40 hours a week working on all homes in a building group, sharing labor with their neighbors for a period of 10 to 12 months. These labor hours, or sweat equity, are the down payment on their new house, reducing costs for a home they could not otherwise afford. The entire experience inevitably creates a community bond that lives on long after the homes are built. This year, 44 families completed construction of their new self-help homes, with hundreds more in the pipeline.

Other New Single-Family Homes

SHE works to locate properties that are blighted, deteriorated, or underused building sites, and then constructs new single-family homes for sale to first time homebuyers. In 2020, SHE expanded this effort to include financing Accessory Dwelling Units (ADUs) as a strategy to increase the availability of housing units in existing neighborhood footprints.

PROGRAM HIGHLIGHTS IN 2020



Meet Candie

After living with her parents in an overcrowded home, Candie, a passionate young woman and her 5-year-old son now have a place to call their own thanks to SHE's Mutual Self-Help Housing Program. "My parents are a huge support system for me. They would rather live three families in one home instead of ever kicking anyone out. We are here for each other. Nevertheless, I made it my goal to get a place of my own. I wanted to give my son that space and privacy. I worked with the homeownership counseling program, who said I was the ideal candidate. I had little debt and had my finances in order. I was able to take all of the homeownership classes online, which made it very convenient. Building and owning a home is an accomplishment for me. I am giving my son what my parents gave to me. I am so excited to start decorating and really make it my own."

"My parents are a huge support system for me."



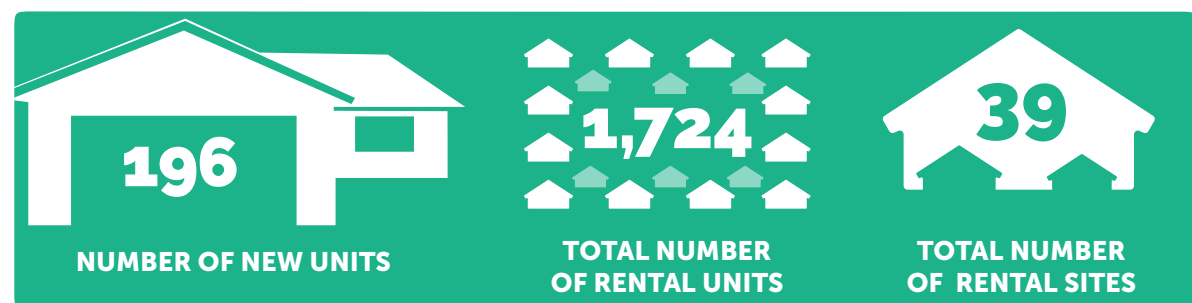
RENTAL HOUSING DEVELOPMENT

SHE develops quality, affordable rental apartments to serve the housing needs of low-income Valley residents and underserved farmworker communities. Residents in these communities face over-crowding and overpaying with most farmworkers struggling to obtain decent, affordable housing for their families. SHE builds rental housing communities with ample indoor and outdoor space, with play areas for children, and multi-use community centers complete with computer labs and kitchen facilities. In 2020 we completed and occupied Sequoia Commons in Goshen and Stonegate Village I in Patterson. Both are highly energy efficient and transit-friendly projects supported by the Affordable Housing and Sustainable Communities program, and they include solar PV, a variety of non-motorized transit improvements, and a ride sharing program in partnership with California Vanpool. SHE also completed Annadale Commons in Fresno, SHE's first 100% senior rental housing community.

Homeless Solutions

SHE actively pursues meaningful solutions for individuals and families in our communities who are experiencing homelessness. In March 2020, SHE opened Eden House, a 22-bed facility providing bridge housing for the most vulnerable residents of Tulare County. The project provides a safe housing solution for residents who are enrolled in a housing voucher program, and are working with case management to find an apartment. Eden House allows residents to access extensive wrap around services, including behavioral health supports, and serves as the bridge from street homelessness to permanent housing. In 2020 SHE also commenced construction on our first integrated Permanent Supportive Housing (PSH) project utilizing No Place Like Home funds at Sugar Pine Village, a 52-unit project in Madera. Sugar Pine Village integrates PSH units and provides for extensive resident and behavioral health services. Community is a crucial aspect of healing and remaining successfully housed for individuals who have experienced homelessness, and the integrated housing model provides that opportunity while also serving a broader population.

PROGRAM HIGHLIGHTS IN 2020



Meet Kevin

After 10 years of being homeless, Kevin moved into his new Sequoia Commons apartment where he says his entire life has changed. Prior to Sequoia Commons, he did his best finding odd jobs, but none were enough to secure an apartment. Once he finally had enough for an apartment, he was often told, "you don't have enough renter's credit." It was never enough.

Kevin reached out to the Kings and Tulare Homeless Alliance, a coalition that coordinates and leverages policy and resources that empower community partners to address homelessness in Kings and Tulare Counties. Once connected, Kevin learned about programs that help develop and provide housing and related supportive services for people moving from homelessness to independent and supportive living. With the help of the Homeless Alliance and other nonprofit partners, Kevin had the opportunity to apply to Sequoia Commons.

"You don't know what you have until it's gone and when you do get it back in this magnitude of greatness, where everything is so beautiful and clean," smiled Kevin. "It's a life-changer. I have my own place now. I have a place to cook my food, take a shower to get ready for my doctors' appointments."

"You don't know what you have until it's gone."



Photo credit: Aetna/ CVS

HOMEOWNERSHIP COUNSELING AND EDUCATION

The Gateway Program

Smart, sustainable homeownership begins with education. As a HUD-certified counseling agency, SHE offers educational and counseling services to equip participants during all stages of housing from rental to first-time home purchase to dealing with the financial effects of COVID and other challenges. Homebuyer counseling and education helps families qualify for reduced rates or mortgage insurance with some lenders, and for local homebuyer assistance programs.



"I knew it was going to be difficult with my student loans but working with one of SHE's Homeownership Counselors, was a great experience," said Elizabeth. "Every time we talked, she was always very positive." Over the course of 22 months,

Elizabeth's credit score increased from 579 to an impressive 708. Thanks to SHE's Gateway Program, Elizabeth now looks forward to purchasing a home through SHE's new self-help housing program in Goshen.

PROGRAM HIGHLIGHTS IN 2020



973
COUNSELING PARTICIPANTS



HOUSING PRESERVATION

Single-Family Housing Rehabilitation

Much of the existing affordable housing in our rural communities and city neighborhoods is comprised of detached single-family homes owned by low-income people. As a key strategy to improve deteriorating housing stock and revitalize neighborhoods, SHE works with public partners to provide owner-occupied housing repair services to low-income families, many of whom are seniors.

Rental Housing Preservation

Many low-income people rely on deed restricted rental housing projects to provide an affordable apartment in a safe and stable environment. While such projects are important community assets, over time they can be at risk of being lost to the affordable housing stock as occupancy restrictions expire. In such situations, the property could be sold on the private market and tenants can be evicted. SHE is stepping up to preserve such projects, improve them, and extend their life as affordable properties, thereby preventing displacement. In 2020, SHE completed acquisition and improvements at two such USDA Rural Development projects comprising a total of 48 units in Mariposa County and Madera County (Mariposa Oaks and Valley Oaks).

Meet John and Ann Hill

"It was last summer that my friend mentioned SHE was helping them with essential home repairs and suggested we give them a call. They walked us step by step through the process. It didn't matter how many questions we had, they patiently answered each one. We love our home!"

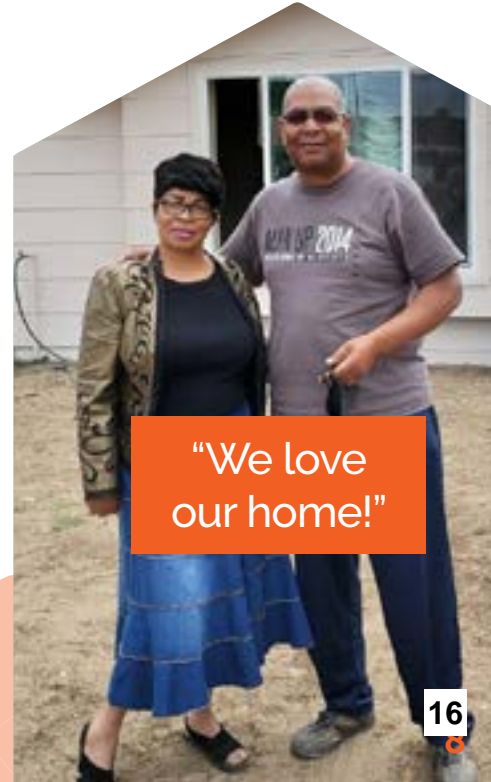
PROGRAM HIGHLIGHTS IN 2020



48
RENTAL UNITS PRESERVED



22
SINGLE-FAMILY HOME REHABILITATIONS



"We love our home!"


ASSET MANAGEMENT & RESIDENT SERVICES

Currently, SHE owns or sponsors 1,724 affordable rental units at 39 sites and is committed to providing sustainable affordable housing opportunities to local residents in perpetuity. As good stewards of these assets, SHE strives to maximize long-term financial stability and manage risk, while creating vibrant living spaces with robust resident services. The overall portfolio has extremely low vacancy rates, stable tenant populations, and high financial performance. While Covid-19 necessitated the curtailment of some programs in 2020, SHE continued to partner with local agencies and nonprofits to provide resident services at our onsite multi-use community centers.


Resident Services Include:

- Adult Education (including ESL)
- Afterschool Programs
- Fitness and Nutrition Programs
- Computer Lab and Free Internet
- Citizenship Classes
- Financial Education and Counseling
- Health and Resource Fairs
- Summer and Fall Lunch Programs





5,445
SUMMER LUNCH PROGRAM



1,900
NEW COVID-19 RESPONSE FALL MEAL PROGRAM

PROGRAM HIGHLIGHTS IN 2020

2 PROPERTIES SERVED A TOTAL OF 1,900 MEALS

8 PROPERTIES SERVED OVER 5,445 MEALS

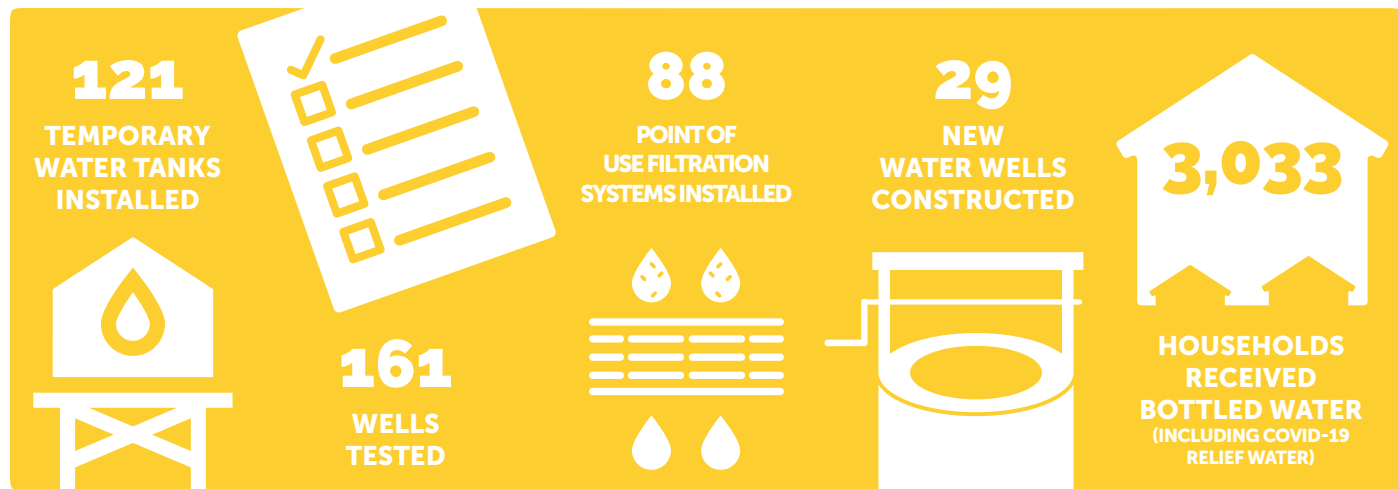
In response to the pandemic, SHE worked to bring supplies to seniors, low-income, and farmworker families in quarantine. In partnership with organizations such as AWI, Foodlink and Proteus, SHE's Resident Services Team delivered food supplies to families throughout Tulare County and beyond.

PROMOTING RESILIENCE

Building upon its response to persistent drought, SHE expanded its Emergency Services efforts to engage diverse and vulnerable populations to prepare for – and respond to – natural disasters such as wildfires, floods and earthquakes. The program also continued to help families receive urgent access to clean water, help with water well replacement and installing water filtration devices as needed.

Water: For families with wells that have gone dry or lost access to water in their homes, SHE installs a water storage tank on their property and connects it to their home. Once installed, water deliveries are coordinated until a permanent source of water can be found. SHE also tests water quality of existing wells and arranges for bottled water deliveries in communities where the water is unsafe to drink. In some cases, we provide filtering devices to alleviate the problem in homes where contaminants are found.

PROGRAM HIGHLIGHTS IN 2020



EMERGENCY PREPAREDNESS

In 2020 SHE became a key part of the LISTOS CA Campaign in Tulare County. This work includes collaborating with like-minded partners to ensure the most vulnerable populations are getting information and resources they need to prepare for natural and other disasters. In our first year, we disseminated critical information about the pandemic and wildfires, which ravaged our communities.

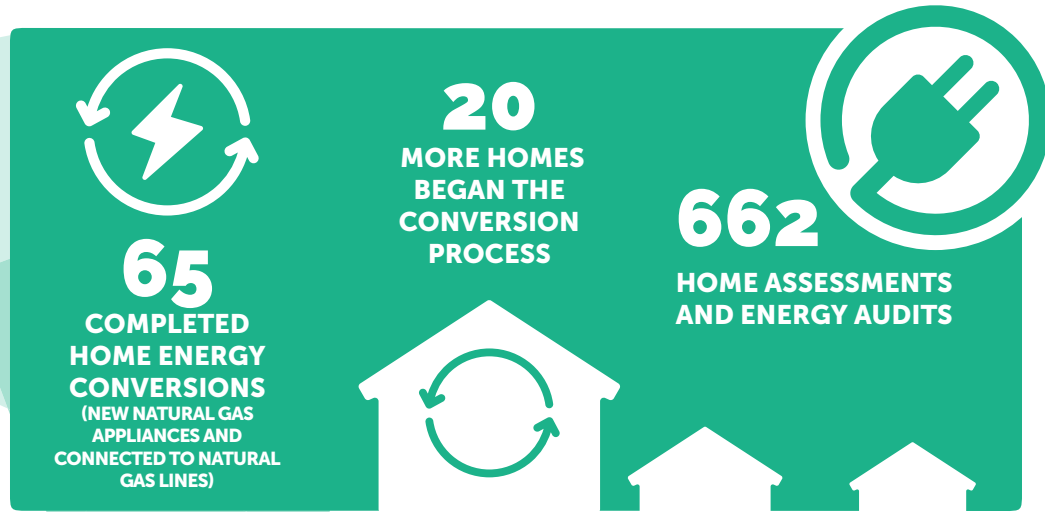
PROGRAM HIGHLIGHTS IN 2020



SUSTAINABLE ENERGY SOLUTIONS

Our Sustainable Energy Solutions team focuses on connecting disadvantaged communities to affordable energy and clean transportation infrastructure. SHE provides technical assistance to plan and develop sustainable energy projects in disadvantaged communities. This includes community needs assessments, evaluation and review of alternatives, project development, project management, community engagement and capacity building.

PROGRAM HIGHLIGHTS IN 2020



SAN JOAQUIN VALLEY AFFORDABLE ENERGY PROJECT

The San Joaquin Valley Affordable Energy Project is a pilot project to provide 11 communities with sustainable, more affordable energy by converting their homes from propane or wood-burning to all-electric homes. In addition to electric dryers, participating customers will also be receiving heating/cooling systems, a water heater and a stove. Customers who already have electric appliances are also eligible to apply for replacement of their old appliances with new, energy-efficient ones. Participants will receive monthly energy cost discounts as well.

Meet Olivia

"I am a long-time Le Grand community resident and a senior citizen. Over the last 30 years, I have had to use propane as a secondary use of energy. I feared for my safety using propane, but I could not afford to replace my propane appliances due to being on a fixed income," said Olivia.

"I am so thankful for the San Joaquin Valley Affordable Energy Project and the kindness of their team. They made signing up so easy. My newly installed heat pump water heater is so nice. I love it! Thank you all."

"I love it!
Thank you all."



COMMUNITY DEVELOPMENT


Leadership on Water Issues

Most of the approximately 200 disadvantaged communities in California that lack access to clean water are located in the San Joaquin Valley. The vast majority of these rural communities rely on groundwater sources which are often contaminated or located in water basins that are critically overdrafted by agricultural, industrial and domestic users. Since landmark legislation created the Sustainable Groundwater Management Act, SHE staff have worked to ensure a seat at the table for residents of disadvantaged communities as plans have been developed for allocation and replenishment of this precious resource. This work continues as plans are being adopted and implementation begins to unfold.

Solving Infrastructure Problems

Disadvantaged communities need help to drill new wells, consolidate small water and sewer systems, install new water distribution lines, enhance storage, or simply connect to an established nearby provider. SHE staff provide the support and technical experience that links small independent water/sewer providers to resources, expertise, and advocacy to solve their infrastructure needs. With climate change and persistent drought, this work continues to expand as SHE builds capacity commensurate with the challenge, now working with over 140 disadvantaged communities to assist them with pursuing answers to their local problems.


PROGRAM HIGHLIGHTS IN 2020



327

NEW WATER AND SEWER INFRASTRUCTURE CONNECTIONS

BEVERLY GRAND MUTUAL WATER COMPANY CONSOLIDATION PROJECT



28

HOMES WERE CONNECTED TO THE CITY OF PORTERVILLE

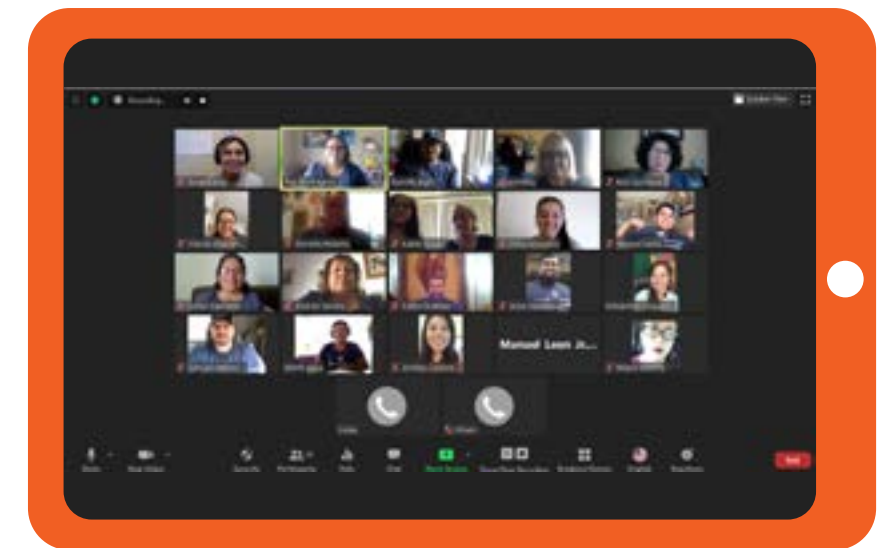
COMMUNITY ENGAGEMENT & LEADERSHIP DEVELOPMENT

Water in Schools


The Drinking Water for Schools Grant Program was established to improve access to clean drinking water for children in public schools. SHE provides assistance to school districts throughout the San Joaquin Valley located within or serving a disadvantaged community. SHE helps with site assessments (identifying issues and potential solutions), school board resolutions, funding applications and project implementation. Solutions for the affected schools include new drinking fountains and/or bottle filling stations, infrastructure repair, and point-of-use treatment devices.

Leadership Institute

The Rural Communities Water Managers Leadership Institute offers an opportunity for community leaders and residents across SHE's service area to build their capacity to better participate in water management programs at the local, regional and State level. Each session focuses on a different water management topic ranging from the groundwater planning to an overview of small water systems. In 2020, the Leadership Institute hosted two cohorts in virtual sessions from May to October with 37 graduates from 25 communities.




PROGRAM HIGHLIGHTS IN 2020



40

PARTICIPANTS IN THE 2020 LEADERSHIP INSTITUTE



SERVED 18 SCHOOLS IN 12 DIFFERENT SCHOOL DISTRICTS

LENDING & PROFESSIONAL SERVICES

Lending Activities

Homeownership in the San Joaquin Valley is often out of reach for many low-income families because of the high cost of housing, lack of assets or a monthly payment that is not affordable. To meet the needs of those seeking homeownership, SHE, in partnership with Valley cities and counties, operates homebuyer assistance programs. The programs provide the additional financing needed to keep a first mortgage payment affordable to first-time homebuyers. Low-interest loans for private wells are also available. SHE helps qualified homeowners access low-interest loans to drill a new private well, deepen an existing private well or lower a pump in an existing well.

Professional Services

Small cities and counties often struggle to develop and maintain the capacity to deliver housing and infrastructure programs in a competitive funding environment. Because of these gaps, SHE provides a wide variety of consulting services and technical assistance throughout our service area. In this role, SHE staff provide expertise and capacity where otherwise none exists. Notably, these services include monitoring affordable properties, conducting surveys, developing funding proposals, and developing local guidelines and procedures to support housing development.

PROGRAM HIGHLIGHTS IN 2020




27
FAMILIES RECEIVED
DOWNPAYMENT
ASSISTANCE IN 2020

COVID-19 & PANDEMIC RELIEF FUND

As the first stay-at-home orders were issued by the governor in March, SHE recognized that impacts of the pandemic would fall disproportionately on the people we serve. By early April, SHE staff were hearing regularly from households stressed by the fallout from COVID-19, including sudden loss of income. It became very clear that we would have to provide emergency financial assistance to our most vulnerable populations. Immediately, SHE began a fundraising campaign for a new "Pandemic Relief Fund," intending to make cash assistance to individuals and households affected by COVID-19. With substantial funding awards from F.B Heron Foundation, NeighborWorks America, California Coalition for Rural Housing (CCRH), an anonymous foundation and other donors, we raised over \$600,000. By year-end, we were able to assist over 1,100 households with up to \$500 in cash to help with groceries, rent, mortgage payments, and utilities, with a focus on undocumented persons, farmworkers, and households experiencing homelessness.

PROGRAM HIGHLIGHTS IN 2020



1,151
HOUSEHOLDS
SUPPORTED
WITH COVID
RELIEF FUNDS



BY THE NUMBERS

Total Completions	In 2020	Cumulative
Self-Help Housing	44	6,390
Multi-Family Housing	196	1,724
Homebuyer Assistance	27	2,140
Infrastructure - Water & Sewer	327	32,868
Rehabilitation Program	22	6,753
Emergency Services Temporary Solutions*	3,133	4,503
Emergency Services Permanent Solutions**	91	419
COVID-19 Assistance***	62	62
Gateway Program Counseling	973	14,544
New Grant Applications Written	36	579
Grants Managed	9	
Loans In Portfolio		2,115
Loan Portfolio Dollar Total		\$60,931,427

* EMERGENCY TANKS, BOTTLED WATER DELIVERIES
 ** WELLS CONSTRUCTED, FILTRATION SYSTEMS INSTALLED
 *** RENT, MORTGAGE, UTILITY (IN ADDITION TO PANDEMIC RELIEF FUND)

STATEMENT OF FINANCIAL POSITION

Cash and Cash Equivalents	\$ 13,721,262
Accounts, Grants and Contracts Receivable	\$ 8,402,709
Investments	\$ 7,331,338
Restricted Cash	\$ 8,538,332
Notes Receivable (Net of deferred loans)	\$ 10,113,001
Prepaid Expenses	\$ 593,924
Development Projects in Process	\$ 23,150,070
Property and Equipment (Net of Depreciation)	\$ 34,552,943
Accounts Payable and Accrued Liabilities	\$ 4,296,380
Deferred Revenues	\$ 5,103,787
Notes Payable & Accrued Interest	\$ 47,505,981
Other Liabilities	\$ 2,153,540
Unrestricted Net Assets	\$ 47,141,949
Restricted Net Assets	\$ 201,942

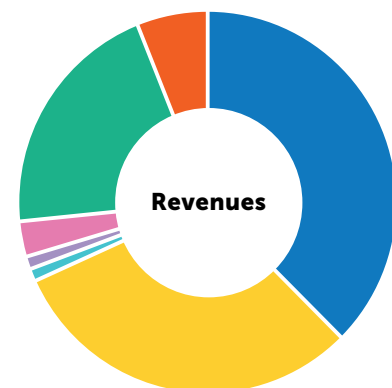
Total Assets
\$106,403,579

Total Liabilities
\$59,059,688

Net Assets \$47,343,891

REVENUES

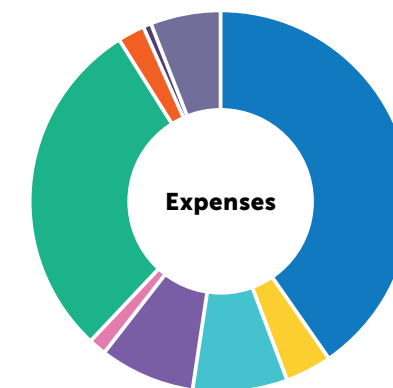
\$28,525,048



● Grant Income	\$ 10,781,894	38%
● Contract Income	\$ 8,944,528	31%
● Investment/Interest Income	\$ 167,034	1%
● Land Sales (Net)	\$ 425,440	1%
● Contributions	\$ 741,846	3%
● Rental Income	\$ 5,857,125	21%
● Other Income	\$ 1,607,181	6%

EXPENSES

\$26,416,454



● Salaries/Benefits	\$ 10,613,266	40%
● Contract Services	\$ 1,065,933	4%
● Office Space	\$ 2,133,346	8%
● Depreciation	\$ 2,145,579	8%
● Insurance	\$ 416,077	2%
● Project Costs	\$ 7,734,067	29%
● Interest	\$ 625,446	2%
● Reserve Expense	\$ 161,962	1%
● Other Costs	\$ 1,520,778	6%

DONORS

COMMUNITY BUILDER

Bank of America Foundation
Bank of the Sierra
Bank of the West
Central Valley Community Foundation
FB Heron Foundation
JPMorgan Chase & Co.
Morgan Stanley
Union Bank Foundation
NeighborWorks America
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Joseph Y. Friedman
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Rudy Potochnik
Ralph Rosedale
Gary Tillery
Samuel R. Tyson
Howard Washburn
Dick Watson

If you would like to help Self-Help Enterprises in its efforts to meet the housing and community development needs of the San Joaquin Valley please visit our website, www.selfhelpenterprises.org and click "Donate" at the top of the page, or mail donations to PO Box 6520, Visalia, CA 93290. Thank you!



Self-Help Enterprises

Annual Report Staff
Design: Qubo Creative
Editors: Diana Diaz & Ethan Dutton
Photography: John Lababit



City of Visalia

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

Staff Report

File #: 21-0451

Agenda Date: 9/7/2021

Agenda #: 4.

Agenda Item Wording:

Amend annual contract with Interwest Consulting Group to increase annual not to exceed amount to \$600,000 for the Building Safety Division Plan Review and Related Services and appropriate an additional \$565,000 from the Building Safety Enterprise Fund.

Deadline for Action: 9/7/2021

Submitting Department: Community Development

Contact Name and Phone Number:

Paul Bernal, Interim Director / City Planner, 713-4025, paul.bernal@visalia.city
<<mailto:paul.bernal@visalia.city>>

Department Recommendation:

Staff recommends that Council amend the annual contract awarded to Interwest Consulting Group not to exceed \$600,000 for Building Safety Division Plan Review and Related Services and appropriate an additional \$565,000 from the Building Safety Enterprise Fund. The current Professional and Specialized budget for this service is \$35,000. Staff is requesting an additional appropriation of \$565,000 to be able to fund the annual contract increase. While the contract has been amended with Council approval twice (one to \$100,00 and once to \$300,00), additional money was not appropriated. This action both increases the contract and appropriates the correct funding amount. The contract is renewable annually for a total of five years (first year plus four additional years). The Building Safety Division is currently in year two of the contract. The renewal date for this contract is October 06, 2021.

Summary:

On September 16, 2019, the City Council approved and awarded Interwest Consulting Group an annual contract for Building Division Plan Check (including building inspection and permit technician services) not to exceed \$100,000 annually. The contract was subsequently amended on September 21, 2020, to not exceed \$300,000 annually.

The Community Development Department continues to see an increase in permit activity, including large complex commercial, industrial, and residential permits that have been recently submitted. Examples include two large industrial buildings in excess of two million square feet, a 219-unit multi-story/multi-family development, 81-unit mixed use project and a 69-unit senior housing development. Due to current building permit activity, applicants for these projects are requesting 3rd party plan check review services to meet their project deadlines. As result, staff continues to utilize Interwest Consulting Group for 3rd party plan check review services. The 3rd party consulting firm, Interwest Consulting Group receives 65% of the total plan review fee charged by the City of Visalia. The City of Visalia retains the remaining 35% of the plan review fee. The fees are collected in the Building Safety Enterprise Fund and the vendor is paid from that fund.

It is important that the Community Development Department continue to provide efficient building plan review

and related services in a reasonable timeframe. The Building Safety Division has continually utilized the services of a third-party consulting firm to augment internal plan review. Utilizing a 3rd party plan review provider allows the Building Safety Division to be responsive to the development community and the public by ensuring that plan check review is being done in an efficient manner with minimal delays while also providing the following:

- Timely specialized plan review service when specialty projects are submitted, such as complex structural plan review, review of intricate racking systems, processing or storage of hazardous materials, etc. The skill level required to complete a timely plan check review for these complex projects are limited by in-house staff.
- Consultant can augment plan review services during times of peak workload or short staffing.

The request to amend the contract to not exceed \$600,000 dollars establishes a budget that provides both staff and the development community the necessary plan check services to ensure permits are issued with minimal delays and reflects the complexities associated with these large projects. Currently, the Building Division is not fully staffed with vacancies at various levels within the Building Safety Division. However, progress has been made with potentially backfilling the vacant building inspector position, while the other positions continue to be advertised.

The Building Safety Division staff continues to process permits that do not have an aggressive timeline and has done a commendable job meeting those permit review timelines of 30 days for commercial plan check and 20 days for residential plan check. However, having the ability to use a 3rd party contract service helps in managing the workload during these busy times.

Fiscal Impact:

The contract is paid for out of the Building Safety Enterprise Fund from fees paid by developers. Interwest Consulting Group is paid 65% of City Plan Check Review Fees for “standard” plan review. Currently Interwest Consulting Group is not providing “expedited” plan check review services at this time but continues to provide the timelines as agreed to in the contract. The current Professional and Specialized budget for this service is \$35,000. Staff is requesting an additional appropriation of \$565,000 to be able to fund the annual contract increase. If development decreases these funds will not be used and will return to fund balance.

Prior Council Action:

On September 21, 2020, City Council amended the contract with Interwest Consulting Group in an amount not to exceed \$300,000 for Building Safety Division Plan Review and Related Services, including the addition of Building Inspection and Permit Technician Services to improve turnaround time and reduce processing delays.

On September 16, 2019, City Council awarded a contract to Interwest Consulting Group not to exceed \$100,000 (renewable for four more years) for Building Safety Plan Review and related services. The contract was executed October 7, 2019 and expires October 7, 2024.

Other: None.

Committee/Commission Review and Action:

None.

Alternatives:

The City Council may, in lieu of the departments recommendation, deny the request and retain the budgeted

amount to not exceed \$300,000 for Building and Safety Division Plan Review and Related Services, as originally amended.

Recommended Motion (and Alternative Motions if expected):

I move to approve the amendment of the annual contract not to exceed to \$600,000 for Building and Safety Plan Check Review and Related Services to Interwest Consulting Group, and to appropriate an additional \$565,000 from the Building Safety Fund.

Environmental Assessment Status: N/A

CEQA Review: None.

Attachments:

None



City of Visalia

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

Staff Report

File #: 21-0453

Agenda Date: 9/7/2021

Agenda #: 5.

Agenda Item Wording:

Authorization for the City Manager to execute a contract with Central Valley Striping for RFB No. 20-21-40 in an amount not to exceed \$235,000 annually, that provides annual traffic striping & pavement markings (CP9226), bike lane implementation (CP9923), and stop sign installations with associated pavement markings (CP0037). This is a yearly contract with four one-year extensions.

Deadline for Action: None

Submitting Department: Public Works

Contact Name and Phone Number:

Wyndi Ferguson, PW Manager, wyndi.ferguson@visalia.city, 713-4186

Nick Mascia, Public Works Director, nick.mascia@visalia.city, 713-4323

Department Recommendation:

Staff recommends that City Council authorize the City Manager to execute a contract with Central Valley Striping for RFB No. 20-21-40 to perform traffic striping and pavement markings, bike lane implementation, and stop sign installations with associated pavement markings for the City of Visalia's arterial and collector street systems.

Background Discussion:

In order to streamline the process due to similar work and cost efficiencies, RFB No. 20-21-40 combines three capital improvement projects into one. The contract is composed of Project A - Traffic Striping & Pavement Markings (\$160,000); Project B - Bike Lane Implementation (\$50,000); and Project C - Stop Sign Installations with associated pavement markings (\$25,000). This one year contract has the potential to spend up to \$235,000 annually, and shall, at the City's option and upon mutually agreeable terms, be renewable annually for four (4) consecutive one-year terms. Each of the project descriptions below allow the work contracted to be performed citywide.

Project A - Traffic Striping & Pavement Markings - The City of Visalia maintains approximately 100 centerline miles of arterial, 69 centerline miles of collector, and 320 centerline miles of local streets within our jurisdiction. While the City does own a walk behind striper for small piece work, we do not own a vehicle mounted striping machine to complete long line striping work in-house, therefore the City has contracted with an outside vendor to perform the work necessary to maintain painted traffic lines such as center lines, edge lines, lane lines, and bicycle lane lines on its arterial and collector roadways for the last several years. City staff has been performing routine maintenance of curb painting, pavement markings such as words, arrows, crosswalks, and bike lane symbols, but the traffic safety crew is limited to one (1) full-time crew member and one (1) part-time crew member, therefore some pavement marking and curb painting on higher volume roadways is also included in this project.

Project B - Bike Lane Implementation - In January 1993, the City of Visalia developed and adopted a Bikeway

Plan to provide for an organized bikeway system throughout the city. The plan was updated in February 2006 and again in February 2011. In March 2017, the Active Transportation Plan was developed and adopted which serves as a tool for the city to implement the goals of the previously adopted plans. This contract is for the annual implementation of the plan, and the work will consist of striping new Class II and Class III bike lanes, as well as other markings and details to provide a bikeway system with connectivity throughout the city. In some situations, Staff utilizes other CIP to have bike lanes implemented and these funds are combined with that CIP and this contract is not used.

Project C - Stop Sign Installations with associated pavement markings - As the City of Visalia grows and traffic volumes increase, the likelihood of an intersection meeting the warrant for a stop sign also increases. When an intersection does warrant stop control, the new traffic control should be installed in a timely manner. The City's traffic safety crew has the capability of installing stop signs, however due to other maintenance demands, is not always available to install in the timely manner required. This contract is for the installation of new stop signs and associated pavement markings at intersections of arterials and/or collectors on an as warranted basis.

Bidding Process:

On July 20, 2021, the City of Visalia received bids from four (4) contractors to complete the necessary work. These bids are listed in order based on the total bid amount. The bid totals were:

No.	Company Name & Location	Bid Amount
1	Central Valley Striping, Lindsay, CA	\$209,620.36
2	Chrisp Company, Stockton, CA	\$234,730.00
3	Safety Striping Service, Goshen, CA	\$358,655.00
4	Sterndahl Enterprises, Sun Valley, CA	\$479,495.00

The detailed results of the bids are shown in Attachment A which shows the individual bid item unit costs and the total amount associated with each item. The critical information relates to the unit costs of the individual bid items. The quantities of work listed in the bid document are estimated quantities to allow a competitive bid cost for each work item. The amount of work performed will not exceed the maximum amount of the available project budget, using the individual unit costs.

Central Valley Striping is a local firm from Lindsay, CA that has been in business for several years, and they currently have similar contracts with the City of Tulare and King City, CA.

Fiscal Impact:

The total contract amount of \$235,000 is funded using Gas Tax Funds (111) and Measure R Local Funds (131) under three different Capital Improvement Projects: CP 9226 - Traffic Striping & Pavement Markings (\$160,000) Gas Tax Fund, CP 9923 - Bike Plan Implementation (\$50,000) Gas Tax Fund and CP 0037 - Stop Sign Installation (\$25,000) Measure R Local Fund. These CIP's are budgeted annually and typically do not roll to the next fiscal year.

Alternatives:

Do not enter into a contract and do not perform the striping in this manner. Staff will then be directed to perform the striping as an as needed basis (reactionary).

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to execute a one year contract with four single year extensions for Central Valley Striping in an amount not to exceed \$235,000 annually.

Environmental Assessment Status:

N/A

CEQA Review:

N/A

Attachments:

Central Valley Striping Bid

Disclosure of Ownership

BID PROPOSAL

FROM: CONTRACTOR Central Valley Striping
 Company Name of Bidder

Bids are required for the entire work complete and in place.

For improvement of:

RFB No.: 20-21-40
 Project Name: **TRAFFIC STRIPING & PAVEMENT MARKINGS, BIKE LANE IMPLEMENTATION, AND STOP SIGN INSTALLATIONS**
 Project No.: 2370-72000/CP9226-999, 2370-72000/CP9923-999, 2410-72000/CP0037-999

To the City Clerk of the City of Visalia:

The estimate of quantities of work to be performed and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the City of Visalia does not expressly or by implication agree that the actual amount of work will correspond therewith. The City of Visalia reserves the right to increase or decrease the amount of any part of the work, or to omit portions of the work as deemed necessary by the Engineer.

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following Bid Schedule:

(DO NOT REMOVE FROM DOCUMENTS)

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE (\$)</u>	<u>AMOUNT (\$)</u>
PROJECT A - TRAFFIC STRIPING & PAVEMENT MARKINGS					
1	White or Yellow 4-inch Centerline or Lane Line, Detail Nos. 1 & 8 (2018 Caltrans Standard Plan A20A)	170,000	LF	32.1 Miles @ .07	\$11,900.00
2	One Direction No-Passing Pattern, Detail No. 15 (2018 Caltrans Standard Plan A20A)	3,000	LF	18	\$540.00
3	Two Direction No-Passing Pattern, Detail No. 21 (2018 Caltrans Standard Plan A20A)	150,000	LF	28.4 Miles @ .21	\$31,500.00
4	Left Edge Line, 4-inch Yellow, Detail No. 24 or Right Edge Line, 4-inch White, Detail No. 27B (2018 Caltrans Standard Plan A20B)	80,000	LF	15.1 Miles @ .08	\$6,400.00
5	Two-Way Left-Turn Lane Pattern, Detail No. 31 (2018 Caltrans Standard Plan A20B)	20,000	LF	3.7 Miles @ .28	\$5,600.00

ANNUAL CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKINGS, BIKE LANE IMPLEMENTATION, AND STOP SIGN INSTALLATIONS

2370-72000/CP9226-999, 2370-72000/CP9923-999, 2410-72000/CP0037-999

Page 5 of 57

6	8-inch White Channelizing Line, Detail No. 38A (2018 Caltrans Standard Plan A20D)	50,000	LF	9.4 Miles @ .24	\$12,000.00
7	Bike Lane Line, 6-inch White Line, Detail No. 39 (2018 Caltrans Standard Plan A20D)	55,000	LF	10.4 Miles @ .21	\$11,550.00
8	Bike Lane Intersection Line, Broken 6-inch White Line, Detail No. 39A (2018 Caltrans Standard Plan A20D)	5,000	LF	.21	\$1,050.00
9	Furnish and Install Raised Pavement Markers (2018 Caltrans Standard Plan A20D)	500	EA	\$3.75	\$1,875.00
10	Removal of Striping or Markings by lightly grinding	1,200	SF	\$3.75	\$4,500.00
11	Removal of Striping or Markings by painting black	200	SF	\$2.50	\$500.00
12	Crosswalk and Limit Line, 12-inch White or Yellow (2018 Caltrans Standard Plan A24E and A24F)	20,000	LF	3.7 Miles @ .89	\$17,800.00
13	Crosswalk and Limit Line, High Visibility Markings, 12-inch with 24-inch Ladders, White or Yellow (2018 Caltrans Standard Plan A24F)	6,000	SF	.80	\$5,340.00
14	Yield Line (2018 Caltrans Standard Plan A24E)	1,000	LF	\$1.10	\$1,100.00
15	Pavement Markings Arrows (2018 Caltrans Standard Plan A24A & A24B)	10,000	SF	.75	\$7,500.00
16	Pavement Markings Words Stencil White or Yellow (2018 Caltrans Standard Plans A24D and A24E)	20,000	SF	\$1.05	\$21,000.00
17	Curb Marking (All Colors)	10,000	LF	.75	\$7,500.00
18	Parking Stall Line, 4-inch White or Blue	5,000	LF	.50	\$2,500.00
19	Parallel Parking "T" Markings	1,000	EA	\$7.75	\$7,750.00
20	Railroad Crossing Symbol with Limit Lines (2018 Caltrans Standard Plan A24B)	40	EA	\$95.00	\$3,800.00
21	International Symbol of Accessibility (ISA) Marking (2018 Caltrans Standard Plan A24C)	10	EA	\$35.00	\$350.00
22	Shared Roadway Bicycle Marking, Bike Lane Symbol With Person, Bike Lane Symbol without Person (2018 Caltrans Standard Plan A24C)	40	EA	\$65.00	\$2,600.00
23	Stencil "BIKE LANE" (2018 Caltrans Plate A24D) with Bike Lane Arrow (2018 Caltrans Standard Plan A24A)	40	EA	\$65.00	\$2,600.00

ANNUAL CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKINGS, BIKE LANE IMPLEMENTATION, AND STOP SIGN INSTALLATIONS

2370 72000CTP9226-999 2370 72000CTP9923-999 2410 72000CTP0037-999

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24	Bicycle Loop Detector Symbol (2018 Caltrans Standard Plan A24C)	14	EA	\$25.00	\$350.00
PROJECT A TOTAL					\$ 167,605.00

PROJECT B - BIKE LANE IMPLEMENTATION					
25	Bike Lane Intersection Line, Broken 6-inch White Line, Detail No. 39A (2018 Caltrans Standard Plan A20D)	4000	LF	23	\$920.00
26	Bike Lane Line, 6-inch White Line, Detail No. 39 (2018 Caltrans Standard Plan A20D)	21000	LF	23	\$4,830.00
27	Stencil "BIKE LANE" (2018 Caltrans Standard Plan A24D) with Bike Lane Arrow (2018 Caltrans Standard Plan A24A)	20	EA	\$130.00	\$2,600.00
28	Shared Roadway Bicycle Marking, Bike Lane Symbol without Person, Bike Lane Symbol with Person (2018 Caltrans Standard Plan A24C)	35	EA	\$130.00	\$4,550.00
29	Furnish and Install 24-inch by 18- inch BIKE ROUTE sign D11-1 with Diamond Grade Retroreflective Sheeting and Anti- Graffiti Film	20	EA	\$81.00	\$1,305.00
30	Furnish and Install 24-inch by 24- inch Bike Symbol sign W11-1 with Diamond Grade Retroreflective Sheeting and Anti- Graffiti Film	35	EA	\$108.00	\$3,780.00
31	Furnish and Install 18-inch by 24- inch SHARE THE ROAD sign W16-1P with Diamond Grade Retroreflective Sheeting and Anti- Graffiti Film	35	EA	\$81.00	\$2,835.00
32	Furnish and Install 12-inch by 9- inch Bicycle Route Arrow signs M6-series with Diamond Grade Retroreflective Sheeting and Anti- Graffiti Film	10	EA	\$30.00	\$300.00
33	Furnish and Install 12-inch by 8- inch BIKE LANE with Symbol sign (R81(CA)) with Diamond Grade Retroreflective Sheeting and Anti-Graffiti Film	35	EA	\$30.00	\$1,050.00
34	Furnish and Install 12-inch by 5- inch BEGIN sign (R81A(CA)) with Diamond Grade Retro- Reflective Sheeting and Anti- Graffiti Film	2	EA	\$30.00	\$60.00

ANNUAL CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKINGS, BIKE LANE IMPLEMENTATION, AND STOP SIGN
INSTALLATIONS

2370-72000(C)P0216-999, 2370-72000(C)P021-999, 2410-72000(C)P0037-999

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35	Furnish and Install 8-inch by 5-inch END sign (R81B(CA)) with Diamond Grade Retroreflective Sheeting and Anti-Graffiti Film	2	EA	\$30.00	\$60.00
36	Furnish and Install 36-inch by 30-inch BEGIN RIGHT TURN LANE YIELD TO BIKES sign (R4-4) with Diamond Grade Retroreflective Sheeting and Anti-Graffiti Film	2	EA	\$202.50	\$405.00
37	Furnish and Install 30-inch by 30-inch BICYCLES MAY USE FULL LANE sign (R4-11) with Diamond Grade Retroreflective Sheeting and Anti-Graffiti Film	6	EA	\$168.76	\$1,012.56
38	Furnish and Install 30-inch by 30-inch PASS Bicycle 3 FT MIN sign (R117(CA)) with Diamond Grade Retroreflective Sheeting and Anti-Graffiti Film	4	EA	\$168.76	\$675.04
39	Furnish and Install 2-inch by 2-inch by 12-foot 14 Gauge Sign Post	80	EA	\$152.74	\$12,219.20
PROJECT B TOTAL					\$ 36,601.80

PROJECT C - STOP SIGN INSTALLATIONS					
40	Furnish Portable Changeable Message Signs (PCMS)	2	EA	\$1,500.00	\$3,000.00
41	Furnish and Install 30-inch by 30-inch STOP sign (R1-1) with Diamond Grade Cubed (DG3) Retroreflective Sheeting and Anti-Graffiti Film	4	EA	\$136.55	\$546.24
42	Furnish and Install 36-inch by 36-inch STOP sign (R1-1) with Diamond Grade Cubed (DG3) Retroreflective Sheeting and Anti-Graffiti Film	6	EA	\$182.24	\$1,093.44
43	Furnish and Install 30-inch by 30-inch STOP AHEAD sign (W3-1) with Diamond Grade Cubed (DG3) Retroreflective Sheeting and Anti-Graffiti Film	6	EA	\$136.56	\$819.36
44	Furnish and Install 18-inch by 6-inch ALL WAY sign (R1-3P) with Diamond Grade Cubed (DG3) Retroreflective Sheeting and Anti-Graffiti Film	6	EA	\$30.00	\$180.00
45	Install 36-inch by 36-inch NEW TRAFFIC PATTERN AHEAD sign (W23-2). Sign supplied by City.	4	EA	\$182.24	\$728.96

ANNUAL CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKINGS, BIKE LANE IMPLEMENTATION, AND STOP SIGN INSTALLATIONS

2370-72000\CP\2376-999 2370-72000\CP\2373-999 2410-72000\CP\037-999

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46	Install 12-inch Diameter Flashing Red Beacon on top of newly installed STOP sign. Beacon supplied by City.	6	EA	\$25.00	\$150.00
47	Install 12-inch Diameter Flashing Yellow Beacon on top of newly installed STOP AHEAD sign. Beacon supplied by City.	4	EA	\$25.00	\$100.00
48	Furnish and Install 2-inch by 2-inch by 12-foot 14 Gauge Sign Post.	14	EA	\$152.74	\$2,138.36
49	Crosswalk and Limit Line, 12-inch White Or Yellow, (2018 Caltrans Revised Standard Plan A24E)	480	1.F	89	\$427.20
50	"STOP" Stencil (2018 Caltrans Standard Plan A24D)	14	EA	\$45.00	\$630.00
51	"AHEAD" Stencil (2018 Caltrans Standard Plan A24D)	6	EA	\$65.00	\$390.00
52	Pavement Markings Arrows (2018 Caltrans Standard Plan A24A)	6	EA	\$35.00	\$210.00
PROJECT C TOTAL					\$ 10,413.56

(SUM OF TOTAL OF ALL BID SCHEDULES A + B + C) =

\$ 209,620.36

TOTAL BID AMOUNT

Low Bidder will be determined by the lowest TOTAL BID AMOUNT which is the Sum Total of All Bid Schedules (A + B + C).

In case of a discrepancy between unit price and total, the unit price shall prevail.

The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment and performance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Visalia, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Visalia.

Bidder acknowledges receipt of the following addenda:

No. _____, dated _____, 2021

No. _____, dated _____, 2021

ANNUAL CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKINGS, BIKE LANE IMPLEMENTATION, AND STOP SIGN INSTALLATIONS

2370-72000/CP9226-999, 2370-72000/CP9923-999, 2410-72000/CP0037-999

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Disclosure of Ownership and Control Interest Form

NAME OF PROVIDER/DISCLOSING ENTITY BEING CONTRACTED: Central Valley Striping

NAME OF GROUP WHERE MEMBERS WILL BE SEEN:

TAX ID # OF PROVIDER/DISCLOSING ENTITY: 77-0567463

Section 1 – Disclosure Regarding Managing Employees (42 CFR 455.104(b)(4))

1) Does the provider/disclosing entity have any Managing Employees? Yes No
 If Yes, provide the following details for any managing employee of the provider/disclosing entity.
 **See the definition of managing employee

NAME	SSN	Birthdate	Complete Address (street/city/state/zip)	NPI	Position

Section 2 – Criminal Offense Disclosure (42 CFR 455.106)

2) Has the provider, or any person (individual or entity) who has ownership or controlling interest in the provider/disclosing entity, or who is an agent or managing employee of the provider/disclosing entity, ever been convicted of a criminal offense related to that person's involvement in any program established under Titles XVIII (Medicare), XIX (Medicaid), XXI (SCHIP), or Title XX (Social Services Block Grants) since the inception of those programs? Yes No (verify exclusion through the applicable federal and state specific exclusion databases.)
 If Yes, provide the following details and a description of offense(s). Use additional pages if necessary.

NAME	SSN/TIN	Birthdate	Description

Section 3 – Person(s) with Ownership or Control Interest Disclosure (42 CFR 455.104(b)(1))

3) Are there any persons (individual or entity) with an ownership or control interest in the provider/disclosing entity?
 Yes No

If Yes, provide the following details and include the title (for example, CEO, owner, board member etc).

* For corporations/entities that have an ownership or control interest in the Disclosing Provider, please separately list its primary business address, every business location and post office box address.

**See the definition of person with an ownership or control interest and disclosing entity

NAME	**TIN or SSN, as applicable	Birthdate	Title	Address (street/city/state/zip)	% Ownership Interest
<u>Juan Carlos Garcia</u>	<u>560-37-7298</u>	<u>10/24/73</u>	<u>Owner</u>	<u>1100 N. Gale Hill Lindsay, CA 93247</u>	<u>100%</u>

Disclosure of Ownership and Control Interest Form

Section 4A – Direct or Indirect Ownership of 5% or More in a Subcontractor Disclosure (42 CFR 455.104(b)(1))

4A) Does the provider/disclosing entity have a Direct or Indirect Ownership Interest of 5% or more in any Subcontractor?
 Yes No

If Yes, provide the following details about the subcontractor.

**See the definition of the following terms: subcontractor and indirect ownership interest.

Name of Subcontractor	**TIN or SSN, as applicable	Birthdate	Address (street/city/state/zip)	% Ownership Interest

Section 4B – Direct or Indirect Ownership of 5% or More in a Subcontractor Disclosure (42 CFR 455.104(b)(1))

4B) Does the provider/disclosing entity have a Direct or Indirect Ownership Interest of 5% or more in any Subcontractor?
 Yes No

If Yes, provide the information below about any person (individual or entity) with an ownership or control interest, in any subcontractor in which the provider/ disclosing entity has a 5 percent or more direct or indirect ownership or control interest.

**See the definition of the following terms: subcontractor and indirect ownership interest.

Name of Subcontractor (from section 4A)	Name of Person(s) with an ownership or control interest in the <u>subcontractor</u>	**TIN or SSN, as applicable of Person(s) with an ownership or control interest in the <u>subcontractor</u>	Birthdate of Person(s) with an ownership or control interest in the <u>subcontractor</u>	Address (street/city/state/zip) of Person(s) with an ownership or control interest in the <u>subcontractor</u>	% Ownership Interest

Section 5A – Relationships Disclosure (42 CFR 455.104(b)(2))

5A) Are any of the individuals disclosed in Section 3 above related to each other as a spouse, parent, child, or sibling?
 Yes No If Yes, provide the following details

NAME(From Section 3)	Nature of Relationship (e.g., spouse)	Related to Name(From Section 3)

Disclosure of Ownership and Control Interest Form

Section 5B – Relationships Disclosure (42 CFR 455.104(b)(2))

5B) Are any of the individuals disclosed in **Section 3** above related to any of the individuals disclosed in **Section 4B** as a spouse, parent, child, or sibling? Yes No (spouse, parent, child, sibling? If yes, give the name(s) of person(s) and relationship(s). Use additional pages if necessary. If Yes, provide the following details

NAME(From Section 3)	Nature of Relationship (e.g., spouse)	Related to Name(From Section 4B)

Section 6 – Other Disclosing Entity Disclosure (42 CFR 455.104(b)(3))

6.1) Does the provider/disclosing entity or any one named in **Section 3** have an Ownership or Control Interest in any other Medicaid provider? Yes No N/A

6.2) Does the provider/disclosing entity or any one named in **Section 3** have an Ownership or Control Interest in any other disclosing entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V (Maternal and Child Health Services Block Grant), XVIII (Medicare), XX (Block Grants to States for Social Services), or Title XXI (State Children's Health Insurance Program) of the Social Security Act? Yes No N/A

If Yes to Items 1 or 2 of this Section 6, provide the following details:

**See the definition of the following terms: other disclosing entity and ownership interest.

NAME (From Section 3)	Name of <u>other disclosing entity</u> or <u>other Medicaid Provider</u>	SSN and/or TIN, as applicable of the <u>other disclosing entity</u> or <u>other Medicaid Provider</u>

Section 7A – Business Transactions Disclosure (42 CFR 455.105)

7A) **Business Transactions - Subcontractors:** Has the provider/disclosing entity had any business transactions with a Subcontractor totaling more than \$25,000 in the previous twelve (12) month period (12-month period ending as of the date on this request)? Yes No If Yes, provide the following details

**See the definition of subcontractor

Name of <u>subcontractor</u>	**TIN or SSN, as applicable of <u>subcontractor</u>	Birthdate	Address (street/city/state/zip)	Transaction Amount

Disclosure of Ownership and Control Interest Form

Section 7B – Significant Business Transactions Disclosure (42 CFR 455.105)

7B) Significant Business Transactions: Has the provider/*disclosing entity* had any *Significant Business Transactions* with a Wholly Owned Supplier or subcontractor during the previous 5-year period (5-year period ending as of the date on this request) ? Yes No If Yes, provide the following details

**See the definition of the following terms: *subcontractor, wholly-owned supplier, and significant business transactions*

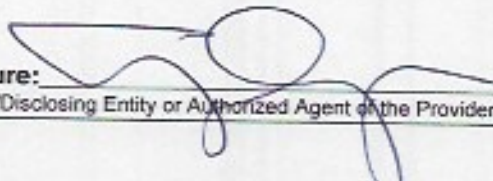
Type of entity	Name	**TIN or SSN, as applicable	Birthdate	Address (street/city/state/zip)	Transaction Amount
<input type="checkbox"/> Wholly Owned Supplier					
<input type="checkbox"/> Subcontractor					
<input type="checkbox"/> Wholly Owned Supplier					
<input type="checkbox"/> Subcontractor					

Section 8 – Attestation

8) Through signature below, I hereby certify that persons with ownership and control interest in the provider/*disclosing entity* or in a *subcontractor, agents, subcontractors, managing employees*, and any employees providing healthcare services as part of this application are screened with the applicable background check including, but is not limited to, verification against the applicable state and federal exclusion databases. I hereby represent and warrant that all information contained in this form is true, correct, and complete in all aspects. I understand that misleading, inaccurate, or incomplete data may result in a denial of participation or termination of an existing contract. I further understand completion of this form does not guarantee participation with the Managed Care Organization.

Name: Tony Albro
(Print or Type: First/Middle/Last)

Title: Estimator
(Print or Type)

Signature: 
(Provider/Disclosing Entity or Authorized Agent of the Provider/Disclosing Entity)

Date (MM/DD/YYYY): 08/16/2021



City of Visalia

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

Staff Report

File #: 21-0459

Agenda Date: 9/7/2021

Agenda #: 6.

Agenda Item Wording:

Authorize the City Manager to enter into an agreement between the City of Visalia Transit Division and Tulare County Regional Transit Agency to provide grant management functions on behalf the Tulare County Regional Transit Agency to support the City of Tulare.

Deadline for Action: 9/7/2021

Submitting Department: General Services

Contact Name and Phone Number: Angelina Soper, (559) 713-4591, Angelina.Soper@Visalia.City

Department Recommendation:

Authorize the City Manager to enter into an agreement with the Tulare County Regional Transit Agency to provide grant management functions on behalf of the Tulare County Regional Transit Agency to support so that Visalia may continue providing grant management support to the City of Tulare.

Background Discussion:

The City of Visalia has provided grant management support to the City of Tulare since 2013. In August of 2020, the Regional Transit JPA was formed as the Tulare County Regional Transit Agency or TCRTA. In July of 2021, the City of Tulare officially moved their Transit services over to the responsibility of the TCRTA. This agreement is necessary in order to replace the existing agreement between the City of Visalia and the City of Tulare so the City of Visalia can continue providing grant management responsibilities on behalf of the City of Tulare. The City of Visalia's role in this agreement will be to continue supporting the grant management functions as they relate specifically to The City of Tulare. This is not an agreement that will support the City of Visalia handling grant management functions on the behalf of the TCRTA as a whole.

Fiscal Impact:

The City of Visalia will continue to receive compensation for the grant management responsibilities it provides at the actual cost of staff time spent.

Prior Council Action: Council approved original City of Tulare MOU in 2013.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to enter into an agreement with the Tulare County Regional

Transit Authority so that the City of Visalia may continue to provide grant management support on behalf of the City of Tulare.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Draft agreement attached

**AGREEMENT
BETWEEN
THE CITY OF VISALIA
AND
TULARE COUNTY REGIONAL TRANSIT AGENCY**

“Regarding the Coordination of Ongoing Federal Transportation Administration (FTA) Section 5307 & 5339 Funded Activities for the Visalia Urbanized Area”

THIS AGREEMENT (hereinafter “Agreement”) between the City of Visalia and Tulare County Regional Transit Agency is made and entered into this _____ day of _____ by and between the City of Visalia (hereinafter referred to as “Visalia”) and Tulare County Regional Transit Agency (hereinafter referred to as “TCRTA”), each of which is a “Party” and both of which may be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, TCRTA desires to contract with Visalia on behalf of the City of Tulare, to provide grant management functions; and

WHEREAS, TCRTA is a public entity created by a Joint Powers Agreement executed by the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake, and the County of Tulare as of the 11th day of August, 2020; and

WHEREAS, Visalia and Tulare previously entered into that certain “Memorandum of Understanding” dated July 16, 2013, as amended by that certain “Amendment No. 1” dated July 22, 2014, to provide coordination of ongoing Federal Transportation Administration (FTA) Section 5307 & 5339 funded activities for the Visalia Urbanized Area; and

WHEREAS, the Parties agree that this Agreement shall supersede the Visalia and Tulare Agreement dated October 6th, 2018 and the Memorandum of Understanding and Amendment No. 1, and that the certain terms and conditions of the Memorandum of Understanding and Amendment No. 1 have now been incorporated into this Agreement; and

WHEREAS, this Agreement is also intended to clarify that it applies to a broad array of transportation related grants and is not limited to any specific grant(s); and

WHEREAS, the Tulare County Association of Governments (TCAG) has been designated by the Federal Transit Administration (FTA) to receive and/or suballocate Section 5307 & 5339 federal transit funds, which are made available to the Visalia Urbanized Area; and

WHEREAS, TCAG is the Metropolitan Planning Organization for the Tulare County region, and that Tulare, which is now part of the TCRTA, is part of the federally designated Visalia and Tulare Urbanized Area (VUA), as designated by the U.S. Census Bureau; and

WHEREAS, Tulare, which is now part of TCRTA, has current and future eligible activities for FTA Section 5307 & 5339 federal transit funds that have and will be included in the TCAG transit planning and programming documents; and

WHEREAS, Visalia, as designated by the U.S. Census Bureau, is the major population center in the federally defined VUA, has been the designated applicant for FTA Section 5307 & 5339 funds within the VUA since 1981, and as a result of Census 2010, Tulare, which is now part of TCRTA, is now included in the VUA; and

WHEREAS, FTA formula funds are allocated to the VUA based on criteria that now includes Tulare, making Tulare eligible for these funds, which have increased as a result of the added Tulare data; and

WHEREAS, In accordance with the provisions of the FTA, TCRTA and Visalia must enter into this Agreement to define roles and responsibilities of the two Parties in the FTA Section 5307 & 5339 grant application and grant management process to ensure the smooth and equitable distribution of funds and ensure compliance with all federal grant regulations and requirements; and

WHEREAS, Visalia and TCRTA mutually agree that the responsibilities outlined in this Agreement foster healthy collaboration for the purpose of transit planning and programming federal funds within the VUA.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties hereto mutually agree as follows:

I. TERM

The term of this Agreement shall commence upon adoption of a formal resolution by each entity authorizing entry into this Agreement and shall continue until terminated by any party according to the termination provisions contained herein.

II. DISTRIBUTION OF FUNDS

This Agreement is intended to include any transportation-related grant that TCRTA might qualify to receive on behalf of the City of Tulare and that the City of Visalia agrees to assist TCRTA with managing:

1. Population, Revenue Miles, and Passenger data will be used to allocate funds to Visalia or Tulare. Each Party will include data from other communities it serves and has a contractual responsibility to do so, within the VUA. Visalia's data includes Farmersville, Exeter, Goshen CDP, and county islands surrounded by the City of

Visalia. Visalia provides service to these areas under separate agreements. Tulare's data will include the East Tulare Villa CDP and the portions of the county surrounding the College of the Sequoias campus located near the City of Tulare, and county islands included in the urbanized area, surrounded by the City of Tulare, each of which are located outside of the City of Tulare.

2. Allocation will be based on the percentage of the population served by Tulare and Visalia transit according to the previous year California Department of Finance published annual figures every January (for Tulare, Visalia, Farmersville, Exeter) and the US Department of Commerce US Census Bureau Selected Social Characteristics Place of Birth Total Population (for Goshen & East Tulare Villa). This percentage shall be applied to VUA's Section 5307 apportionment service area. The population percentage shall include all incorporated and unincorporated areas served by either Tulare or Visalia transit services.
3. Allocations will be based on a weighted average index comprised of and weighted 40% by population which will come from the previous year California Department of Finance published figures each January (for Tulare, Visalia, Farmersville, Exeter) and the US Department of Commerce US Census Bureau Selected Social Characteristics Place of Birth Total Population (for Goshen & East Tulare Villa) ; 20% by Bus Revenue Miles and 40% by Ridership which will come from each agencies' previous Fiscal Year State Controllers Report (Fixed Route, Trolley, and Dial-A-Ride only). The population percentage shall include all incorporated and unincorporated areas served by either Tulare or Visalia transit services.

III. TRANSPORTATION SERVICES FOR EACH AGENCY

Visalia and TCRTA will operate transit services independent of each other. Each Party will determine their separate fares and create, adopt, use, and share with each other such policies, transit policies, transit information, marketing schedules, service coordination, data needed to meet periodic reporting requirements, and other activities as required. Each Party will be responsible for their separate financial obligations including the National Transit Database (NTD), State Controller's Report, and any other state, local, and federal reports. Each Party will have their separate contractor to run the operations and maintenance contract for their respective transit services.

IV. PRINCIPALS

Visalia & TCRTA will be responsible for complying with all Federal requirements independently. TCRTA shall indemnify Visalia for any additional administrative costs or loss of Federal funding directly attributable to a failure to comply with the Federal requirements associated with this funding. These requirements will include but are not limited to:

1. Federal Transit Administration (FTA) grants management including contract compliance, quarterly reporting, and Electronic Clearing House Operation (ECHO) draws.
2. Annual certifications submitted to FTA that detail the federal requirements with which it must comply to be eligible to receive federal transit assistance. The

annual submission of these Certification and Assurance is required by Federal law prior to the submission of any grant application.

3. National Transit Data Base (NTD) annual report. If each Party desires to receive FTA funding based on services provided, or any factors other than population each Party, must submit NTD information to the FTA. This would require each Party to provide adequate and properly trained staff resources to regularly attend FTA training on NTD reporting. Neither Party shall receive any portion of the FTA Section 5307 apportionment that is determined, in whole or in part, on the basis of bus revenue miles or other data obtained through the National Transit Database process, unless that Party submits NTD reporting data by the required deadlines or cures any noncompliance as allowed by federal regulations.
4. Comply with all applicable Subrecipient Federal Clauses identified in Exhibit "A" and incorporated herein by this reference including, but not limited to, the following: nondiscrimination in Federal Public Transportation Programs; nondiscrimination following the requirements of Title VI of the Civil Rights Act of 1964; Equal Employment Opportunity; nondiscrimination on the basis of sex; nondiscrimination on the basis of age; nondiscrimination on the basis of disability; and, Disadvantaged Business Enterprise.

V. REVISIONS, ADDENDUM

Revisions to the basic framework of this Agreement shall be by the mutual written agreement of the Parties. Supplements to this Agreement may be by numeric addendums executed by each Party and attached to the original of this Agreement.

VI. TERMINATION

Either Party may terminate this Agreement at the end of any federal fiscal year. In the event of termination, the Parties shall consult prior to the date of termination to ensure termination occurs on the most equitable terms; however, such consultation shall not prohibit or restrict either Party from exercising its right to terminate.

VII. SETTLEMENT OF DISPUTES

The Parties have worked cooperatively to prepare their framework for this Agreement, and the language herein should not be construed against any of the Parties. Disagreement between the Parties arising under or relating to this Agreement, as amended and supplemented, shall be resolved only by consultation between the Parties and not referred to any other person or entity for settlement unless mutually agreed in writing.

VIII. ADMINISTRATION FEE

TCRTA shall reserve sufficient grant funds to pay for the City of Visalia’s actual administrative expenses in providing grant management services, including but not limited to any additional administrative costs Visalia might incur from TCRTA failing to comply with the Federal requirements described in Section IV above. The Parties shall agree to the amount of grant funds to be reserved for administrative costs prior to the Federal fiscal year that the costs will be incurred. Designation of the amount to be reserved for administrative costs shall have no bearing on whether the City of Visalia is entitled to additional administrative cost reimbursement from future available grant funds.

**Tulare County
Regional Transit Agency**

Executive Director

Date _____

Approved as to form:
County Counsel

Date: _____

City of Visalia

City of Visalia City Manager

Date _____

City Attorney
(PELTZER & RICHARDSON, LLP)

Date: _____

City of Visalia Risk Manager

Date: _____

City of Visalia Project Manager

Date: _____

Exhibit “A”

Subrecipient Federal Clauses

FEDERAL REQUIREMENTS WHICH APPLY TO PROJECT AND RELATED CONTRACT INTO WHICH THIS ATTACHMENT IS INCORPORATED

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water Requirements

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]
- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.
Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on

Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above \$100,000/Capital Projects	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

Federal Changes

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recycled Products

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

49 U.S.C. Part 18
FTA Circular 4220.1E

- a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default.

The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j. **Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29 Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at

49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Privacy Act

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49

U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise(DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is ___ %. A separate contract goal **[of ___ % DBE participation has] [has not]** been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. **{If a separate contract goal has been established, use the following}** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:
1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.
- [Bidders][Offerors]** must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).
- {If no separate contract goal has been established, use the following}** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**
- e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}**.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

**49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215**

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language:

Transit Employee Protective Provisions. (1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §

5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Part 655

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 655. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those

recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 655, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing

Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR Part 655

Drug and Alcohol Testing

Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing

program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**Drug and Alcohol Testing
Option 3**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR compliance with Parts 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 655; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

CERTIFICATION OF COMPLIANCE

The bidder hereby certifies that it will meet the requirements of the applicable regulations in these Model Clauses.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

HELPFUL INTERNET WEBSITE ADDRESSES (City claims NO responsibility for the accuracy of the information contained in these websites. They are provided for convenience only):

Federal OMB Circulars may be found at:

<http://www.whitehouse.gov/omb/circulars/>

United States Codes may be found at:

<http://www4.law.cornell.edu/uscode/>

Codes of Federal Regulations may be found at:

<http://www.gpoaccess.gov/cfr/index.html>

Federal Labor Standards Provisions:

http://www.hudclips.org/sub_nonhud/html/pdfforms/4010.pdf

A Contractor's Guide to Davis-Bacon Wage Requirements & Certified Payroll Reports may be found at:

<http://www.hud.gov/offices/olr/olrwrpc.html>

For Federal Davis-Bacon Wage determinations see:

<http://www.access.gpo.gov/davisbacon/>

California Codes may be found at:

<http://www.caib.net/calcodes.htm>

California Codes of Regulation may be found at:

<http://www.calregs.com/>

California Division of Labor Statistics and Research may be found at:

http://www.dir.ca.gov/DLSR/statistics_research.html



City of Visalia

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

Staff Report

File #: 21-0463

Agenda Date: 9/7/2021

Agenda #: 7.

Agenda Item Wording:

Authorize the City Manager to execute an agreement with 4Creeks, Inc. to provide construction management services for the Caldwell Avenue Improvement Project from Akers Street to Shady Street in the amount of \$410,100. (3010-72000/CP9485)

Deadline for Action: None

Submitting Department: Public Works

Contact Name and Phone Number:

Fred Lampe, Senior Civil Engineer, fplampe@visalia.city, 713-4270

Frank Senteno, City Engineer, frank.senteno@visalia.city, 713-4331

Nick Mascia, Public Works Director, nick.mascia@visalia.city, 713-4323

Department Recommendation:

Staff recommends that the City Council authorize the City Manager to execute an agreement with 4Creeks, Inc. to provide construction management services for the Caldwell Avenue Improvement Project from Akers Street to Shady Street.

Background Discussion:

The Caldwell Avenue Improvements Project from Akers Street to Shady Street is part of the larger Avenue 280 corridor widening project sponsored by Tulare County Association of Governments (TCAG), County of Tulare, City of Farmersville, and the City of Exeter. The Avenue 280 project extends from State Route 99 to the City of Exeter. The larger project is being constructed in stages and by different agencies. The Caldwell Avenue Improvements Project from Akers Street to Shady Street will reconstruct existing pavement; add median islands, sidewalk, curb, gutter, fiberoptic conduit, and streetlights.

The city established an on-call list of three construction management firms to aid in managing the numerous construction projects underway. The list was developed through RFP 20-21-18. Firms submitting proposals were interviewed and rated. Three firms were chosen for the on-call list: NV5, Inc., 4Creeks, Inc., and Vanir Construction Management, Inc.; 4Creeks, Inc. is in the rotation to manage this project.

4Creeks construction managers have worked on numerous city projects. Some examples are the Goshen Avenue/Demaree Street Intersection Improvement Project, the Akers Street at Riggan Avenue Traffic Signal, and the Walnut Avenue at Santa Fe Street Improvements/Traffic Signal. 4Creeks construction managers also worked as subconsultants on the Highway 198 and Akers Street Interchange Improvement Project.

For this project, 4Creeks will provide construction management services, aid in public outreach efforts, provide inspection services for nighttime work, and provide other construction related services if needed.

Fiscal Impact:

The Caldwell Avenue Improvement Project from Akers Street to Shady Street (CP9485) is funded by multiple sources:

Fund No.	Fund Account	Amount
111	Gas Tax	\$25,249
113	SB1 RMRA FY 19-20 Allocation	\$2,200,000
131	Measure R Local	\$900,790
133	Measure R Regional	\$4,179,557
141	Measure N	\$3,579,610
	Budget Amount	\$10,885,206

Item No.	Cost Items	Amount
1	Design Costs - Consultant P01392	\$422,314
2	Design Costs - City Staff (Estimate)	\$299,116
3	Design Costs - Additional Pavement Design	\$33,000
4	Right-of-Way (Estimate)	\$200,000
5	Construction Cost (90% Progress Estimate, 1/3/20)	\$7,608,612
6	Contingency for FDR-C & Utility Conflicts	\$475,712
7	Construction Contingency (15%)	\$1,141,292
8	Construction Management (4 Creeks)	\$410,100
9	Construction Surveying (Estimate)	\$42,510
10	Construction Inspection (Estimate)	\$56,680
11	Construction Management - City Staff (Estimate)	\$85,020
12	Geotech testing (Estimate)	\$70,850
13	Public Outreach (Estimate)	\$40,000
	Total Project Cost (Estimate)	\$10,885,206

4Creeks' construction management proposal is about 5% of the construction cost estimate, which is consistent for CM Services on other projects. It includes nighttime inspection and public outreach support. Daytime inspection and surveying will be performed by City Staff. Geotechnical and material testing will be performed by the City's next available on-call consultant firm.

Prior Council Action:

August 16, 2021 - Receive a staff presentation on the construction staging plans for the upcoming Caldwell Avenue Improvement Project from Akers Street to Shady Street and provide feedback and direction regarding night work impacts.

Other:

None

Alternatives:

Do not use the on-call list and conduct a separate RFP for construction management services..

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to execute an agreement with 4Creeks, Inc. to provide construction management services for the Caldwell Avenue Improvement Project from Akers Street to Shady Street in the amount of \$410,100.

Environmental Assessment Status:

Complete

CEQA Review:

Final Environmental Impact Report (FEIR) - State Clearinghouse #2008081126, Notice of Determination (NOD) - Receipt TC0663

Attachments:

1. Ownership Disclosure Statement
2. Location Map
3. Project Limits



CITY OF VISALIA

Disclosure Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name 4Creeks, Inc.

Firm Address 324 S. Santa Fe St. Suite A Visalia, CA 93292

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:

David De Groot

Matt Ainley

Randy Wasnick

08-24-2021

Date

Signature

Matt Ainley - Principal Engineer

Print Name & Title

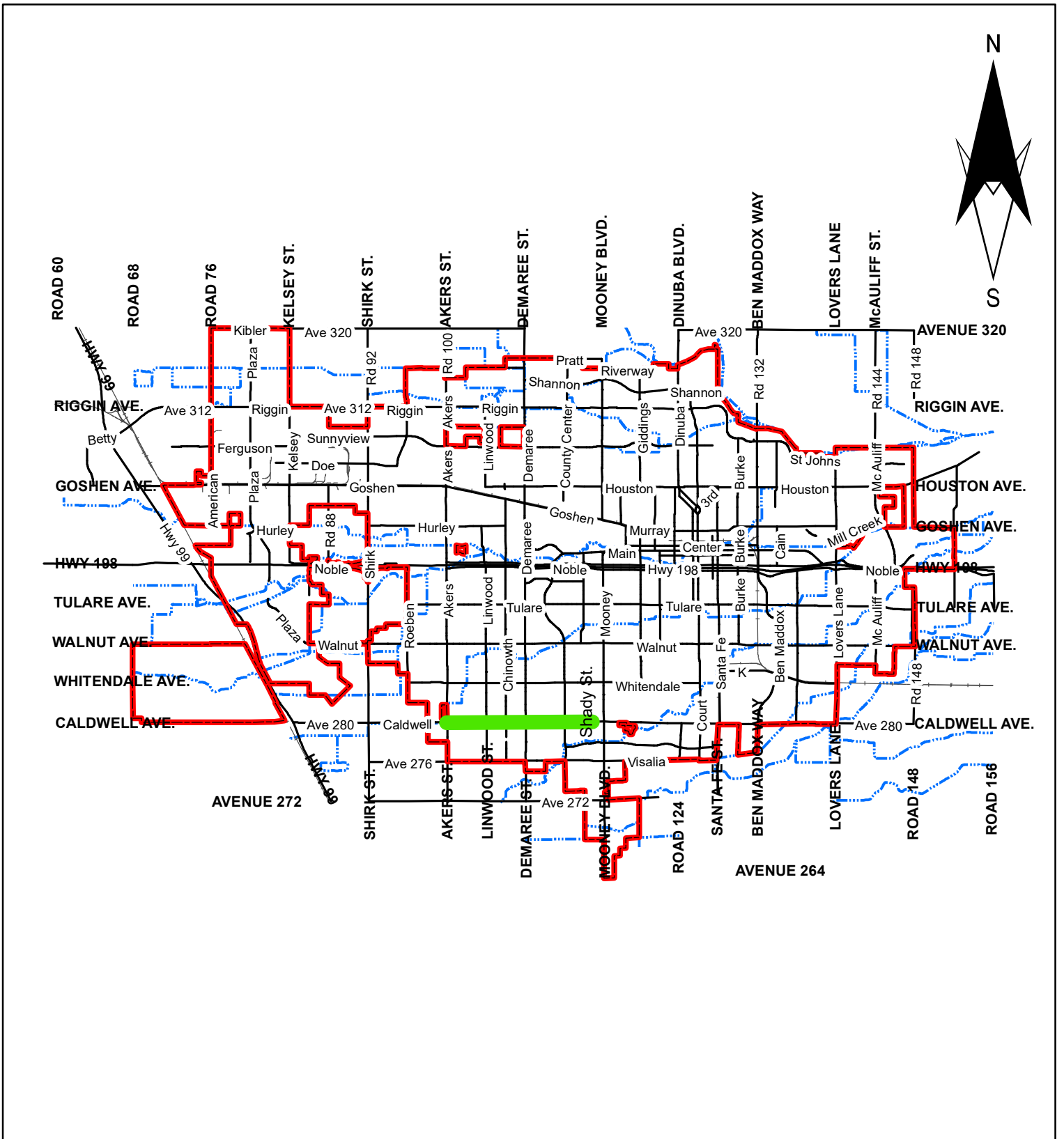
08-24-2021

Date

Signature

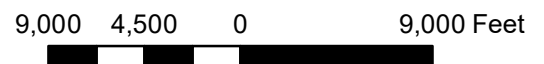
Randy Wasnick - Principal Surveyor

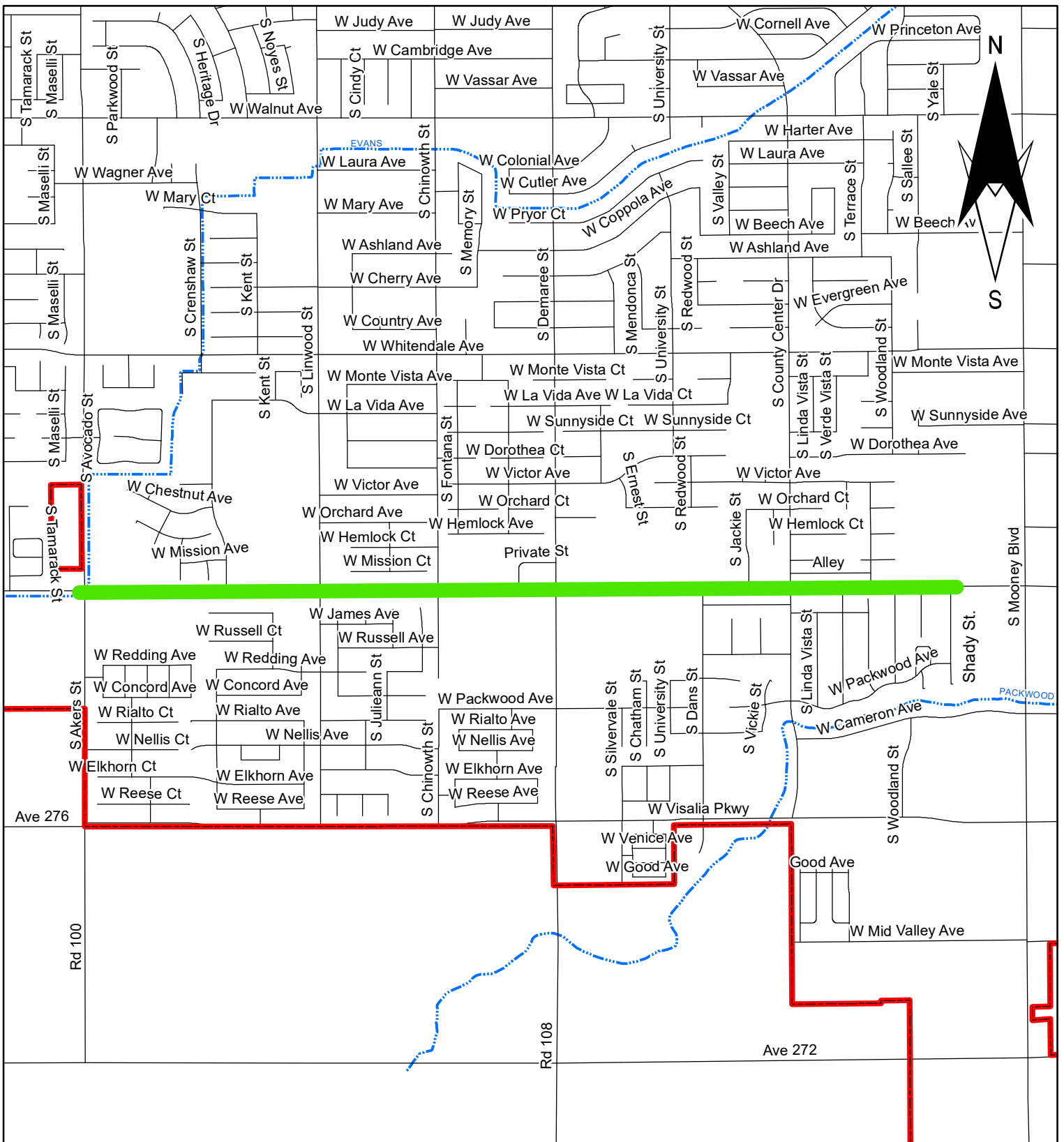
Print Name & Title



CALDWELL AVENUE IMPROVEMENTS FROM AKERS STREET TO SHADY STREET

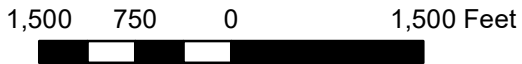
 = Project Location





CALDWELL AVENUE IMPROVEMENTS FROM AKERS STREET TO SHADY STREET

█ = Project Limits





City of Visalia

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

Staff Report

File #: 21-0473

Agenda Date: 9/7/2021

Agenda #: 8.

Agenda Item Wording:

Request by Councilmember Greg Collins for the Council to approve adding an agenda item for a presentation on a pool concept at the October 4, 2021 City Council meeting.

Deadline for Action: n/a

Submitting Department: Administration

Contact Name and Phone Number: Councilmember Greg Collins 713-4400 ext. 6313

Department Recommendation:

Councilmember Greg Collins requests Council to approve placing an item on a future City Council agenda for a presentation on a pool concept.

Fiscal Impact:

None

Prior Council Action: On June 1, 2015, the City Council enacted a process wherein a City Councilmember may make a request to the City Manager that an item not otherwise scheduled to be on an agenda be added to a future agenda. If the item is received by the City Manager prior to Wednesday noon of the week before the next Council meeting, the City Manager adds an agenda item to the Consent Calendar with the question of whether the suggested agenda item should be placed on the next regularly scheduled meeting as a discussion item. (Note: Depending on the nature of the item, or the amount and type of information needed for the Council discussion, a later meeting date may be selected by Council.) If the item is approved as part of the Consent Calendar, or is pulled and approved after discussion, it is then placed on the next agenda as a regular item unless Council authorizes a later meeting to consider the item.

Other: n/a

Alternatives: To not approve the request to consider this matter at an upcoming Council meeting.

Recommended Motion (and Alternative Motions if expected):

I move to approve the request to consider this matter at an upcoming Council meeting.

Environmental Assessment Status: n/a

CEQA Review: n/a



City of Visalia

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

Staff Report

File #: 21-0475

Agenda Date: 9/7/2021

Agenda #: 9.

Agenda Item Wording:

Authorize and designate Councilmember Greg Collins as the voting delegate and Liz Wynn as the alternate delegate for the 2021 League of California Cities Annual Conference.

Deadline for Action: 9/15/2021

Submitting Department: Administration

Contact Name and Phone Number: Michelle Nicholson, Chief Deputy City Clerk 713-4512

Department Recommendation:

It is recommended that the City Council designate Councilmember Greg Collins as the voting delegate and Liz Wynn as the alternate delegate for the 2021 League of California Cities Annual Conference.

Background Discussion:

The League of California Cities Annual Conference is scheduled for September 22-24, 2021. This conference will be held in-person at the Sacramento Convention Center. An important part of the Annual Conference is the Annual Business Meeting, scheduled for noon on Friday, September 24 (subject to change).

At this meeting, the League membership considers and acts on resolutions that establish League policy. Policies established by the League form a legislative agenda that will be used to evaluate State legislative bills and rule changes in the coming year, and to set priorities for pursuing issues of statewide interest to cities. Consistent with League bylaws, a city's voting delegate must be designated by the City Council.

Fiscal Impact:

The League of California Cities Annual Conference is the comprehensive statewide conference for city officials (council members and appropriate staff) to become educated on issues of local and statewide concern. Funds for conference attendance have been budgeted.

Prior Council Action: n/a

Other: n/a

Alternatives: To not participate in the League Conference and policy consideration.

Recommended Motion (and Alternative Motions if expected):

Authorize the designation of Councilmember Greg Collins to vote in the best interest of the City as the voting delegate and Liz Wynn as the alternate delegate for the 2021 League of California Cities Annual Conference.

Attachments: LOCC Voting Delegate information, LOCC Resolution



Council Action Advised by August 31, 2021

Received

JUN 29 2021

City of Visalia
Administration

June 16, 2021

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m. – 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Wednesday, **September 15, 2021**. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254



*Annual Conference
Resolutions Packet*

2021 Annual Conference Resolutions



September 22 - 24, 2021

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League of California Cities (Cal Cities) bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to Cal Cities policy committees.

POLICY COMMITTEES: Three policy committees will meet virtually one week prior to the Annual Conference to consider and take action on the resolutions. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 23, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of Cal Cities regional divisions, functional departments, and standing policy committees, as well as other individuals appointed by the Cal Cities president. Please check in at the registration desk for room location.

CLOSING LUNCHEON AND GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 24, at the SAFE Credit Union Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a petition resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Closing Luncheon & General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 23. Resolutions can be viewed on Cal Cities Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond mdesmond@calcities.org.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within Cal Cities. The principal means for deciding policy on the important issues facing cities is through Cal Cities seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop Cal Cities policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing Cal Cities policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for Cal Cities policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
 2 - General Resolutions Committee
 3 - General Assembly

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
2	Securing Railroad Property Maintenance			

REVENUE & TAXATION POLICY COMMITTEE

		1	2	3
1	Online Sales Tax Equity			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
2	Securing Railroad Property Maintenance			

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|-------------------------------------------------------------|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the Cal Cities Bylaws.

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES (“CAL CITIES”) CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

Source: City of Rancho Cucamonga

Concurrence of five or more cities/city officials:

Cities: Town of Apple Valley; City of El Cerrito; City of La Canada Flintridge; City of La Verne; City of Lakewood; City of Moorpark; City of Placentia; City of Sacramento

Referred to: Revenue and Taxation Policy Committee

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of “siting” the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines “out-of-state” online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale (“situs”) as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state’s largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being entirely allocated to the specific city where the warehouse fulfillment center is located as opposed to going into a countywide pool that is shared with all jurisdictions in that County, as was done previously; and

WHEREAS, this all-or-nothing change for the allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue from the retailer that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment center; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting a 1 million square foot fulfillment center, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their RHNA obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product from that center now receive no revenue from the center's sales activity despite also experiencing the impacts created by the center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background Information to Resolution

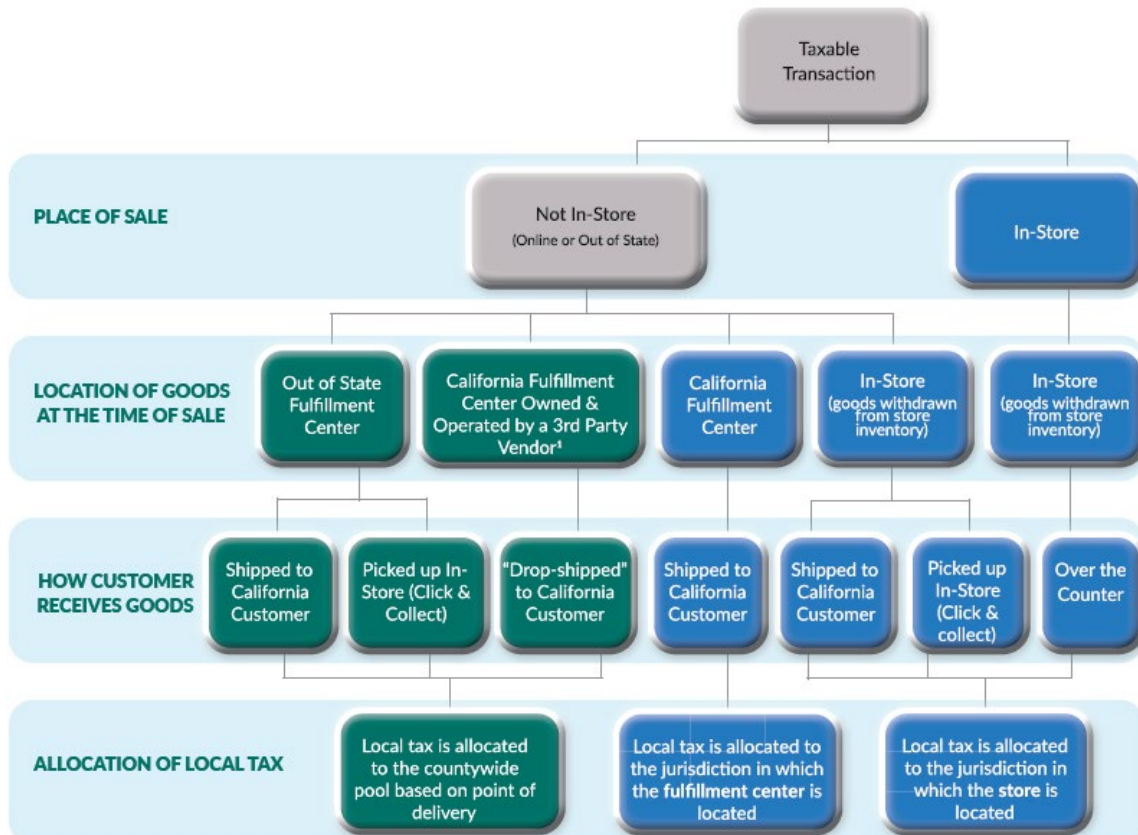
Source: City of Rancho Cucamonga

Background:

Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing rules regarding how it is applied in our state.

The following chart created by HdL Companies, the leading provider of California sales tax consulting, illustrates the complex structure of how sales and use tax allocation is done in California, depending on where the transaction starts, where the goods are located, and how the customer receives the goods:



¹ In this scenario the retailer does not own a stock of goods in California and sales orders are negotiated/processed out of state. An out of state company is not required to hold a seller's permit for an in-state third party warehouse if they do not own a stock of goods at the time of sale.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax

growth coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated. Following the chart above, previously much of the sales tax would have followed the green boxes on the chart and been allocated to the countywide pool based on point of delivery. Now, much of the tax is following the blue path through the chart and is allocated to the jurisdiction in which the fulfillment center is located. (It should be noted that some of the tax is still flowing to the pools, in those situations where the fulfillment center is shipping goods for another seller that is out of state.)

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

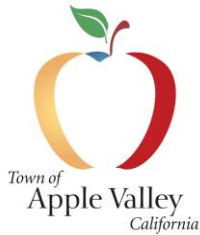
This has brought to light again the need to address the issues in how sales and use taxes are distributed in the 21st century. Many, if not most cities will never have the opportunity have a warehouse fulfillment center due to lack of space or not being situated along a major travel corridor. These policies especially favor retailers who may leverage current policy in order to negotiate favorable sales tax sharing agreements, providing more money back to the retailer at the expense of funding critical public services.

With that stated, it is important to note the many impacts to the jurisdictions home to the fulfillment centers. These centers do support the ecommerce most of us as individuals have come to rely on, including heavy wear and tear on streets – one truck is equal to about 8,000 cars when it comes to impact on pavement – and increased air pollution due to the truck traffic and idling diesel engines dropping off large loads. However, it is equally important that State policies acknowledge that entities without fulfillment centers also experience impacts from ecommerce and increased deliveries. Cities whose residents are ordering products that are delivered to their doorstep also experience impacts from traffic, air quality and compromised safety, as well as the negative impact on brick-and-mortar businesses struggling to compete with the sharp increase in online shopping. These cities are rightfully entitled to compensation in an equitable share of sales and use tax. We do not believe that online sales tax distribution between fulfillment center cities and other cities should be an all or nothing endeavor, and not necessarily a fifty-fifty split, either. But we need to find an equitable split that balances the impacts to each jurisdiction involved in the distribution of products purchased online.

Over the years, Cal Cities has had numerous discussions about the issues surrounding sales tax in the modern era, and how state law and policy should be revisited to address these issues. It is a heavy lift, as all of our cities are impacted a bit differently, making consensus difficult. We believe that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.

It is for these reasons, that we should all aspire to develop an equitable sales tax distribution for online sales.

LETTERS OF CONCURRENCE
Resolution No. 1



July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The Town of Apple Valley strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool. Now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents.

We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the Town of Apple Valley concurs that the resolution should go before the General Assembly. If you have any questions regarding the Town's position in this matter, please do not hesitate to contact the Town Manager at 760-240-7000 x 7051.

Sincerely,

A handwritten signature in black ink, appearing to read "Curt Emick", is placed within a light gray rectangular box.

Curt Emick
Mayor



July 21, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Letter of Support for the City of Rancho Cucamonga's Resolution for Fair and Equitable Distribution of the Bradley Burns 1% Local Sales Tax

Dear President Walker:

The City of El Cerrito supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Previously, all sales tax revenue generated by this retailer's sales went into a countywide pool and was distributed amongst the jurisdictions in the pool; now the revenue from in-state sales goes entirely to the city where the fulfillment center is located and the packages are shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities such as El Cerrito who have no chance of ever obtaining a fulfillment center as we are a built out, four square mile, small city. Additionally, cities not situated along major travel corridors and no/low property tax cities that rely on sales tax revenue are especially impacted, as well as cities struggling to build much needed affordable housing that may require rezoning commercial parcels in order to meet their RHNA allocations.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies serve to divide local agencies, exacerbate already difficult municipal finances, and in the end results in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of El Cerrito concurs that the resolution should go before the General Assembly.

Sincerely,



Paul Fadelli, Mayor
City of El Cerrito

cc: El Cerrito City Council
City of Rancho Cucamonga



City Council
 Terry Walker, Mayor
 Keith Eich, Mayor Pro Tem
 Jonathan C. Curtis
 Michael T. Davitt
 Richard B. Gunter III

July 14, 2021

Ms. Cheryl Viegas Walker, President
 League of California Cities
 1400 K Street, Suite 400
 Sacramento, CA 95814

Dear President Walker:

The City of La Cañada Flintridge strongly supports the City of Rancho Cucamonga's effort to introduce a resolution for consideration by the General Assembly at CalCITIES' 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1% Bradley Burns local tax revenue (sales tax) from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool, as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as an out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the jurisdiction where the fulfillment center is located and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state transactions even though their packages are delivered to locations within those cities' borders and paid for by residents in those locations. Cities that abut jurisdictions with fulfillment centers experience fulfillment centers' impacts just as much, such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers, that was once spread amongst all cities in countywide pools, is now concentrated in select cities fortunate enough to host a fulfillment center. This benefits only those few hosting jurisdictions and is particularly unfair to cities who have no chance of ever hosting a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely heavily on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably eager to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances and, in the end, result in a net loss of local government sales tax proceeds that simply serve to make private

Ms. Cheryl Viegas Walker, President

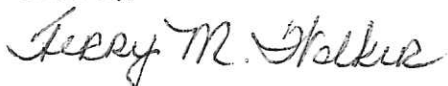
July 14, 2021

Page 2

sector businesses even more profitable at the expense of cities' residents. We should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Cañada Flintridge concurs that the proposed resolution should go before the General Assembly.

Sincerely,

A handwritten signature in black ink that reads "Terry M. Walker". The signature is written in a cursive, flowing style.

Terry Walker

Mayor



CITY OF LA VERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599
www.cityoflaverne.org

July 19, 2021

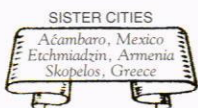
Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of La Verne strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities which have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are



General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exacerbate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Verne concurs that the resolution should go before the General Assembly.

Sincerely,



Bob Russi
City Manager
City of La Verne

Steve Croft
Vice Mayor

Vicki L. Stuckey
Council Member

Ariel Pe
Council Member

Todd Rogers
Council Member



Jeff Wood
Mayor

July 15, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Lakewood strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities that have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Lakewood concurs that the resolution should go before the General Assembly.

Sincerely,

A handwritten signature in blue ink that reads "J Wood".

Jeff Wood
Mayor

Lakewood



CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 14, 2021

TRANSMITTED ELECTRONICALLY

Cheryl Viegas-Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Moorpark strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies of the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates both as an in-state online retailer and as an out-of-state online retailer. Whereas all sales tax revenues generated by this retailer's sales previously went into countywide pools and were distributed amongst the jurisdictions in the pool, sales tax revenues from in-state sales now go entirely to the city where the fulfillment center is located and the package is shipped from. Cities that do not have a fulfillment center now receive no sales tax revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and deteriorating road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenues from large online retailers that were once spread amongst all cities in countywide pools are now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted, as well as

cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone limited commercial properties for residential land uses.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and ultimately result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses more profitable at the expense of everyone's residents. We can do better than this, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Moorpark concurs that the resolution should go before the General Assembly at the 2021 Annual Conference in Sacramento.

Sincerely,



Janice S. Parvin
Mayor

cc: City Council
City Manager

The People are the City



Mayor
CRAIG S. GREEN

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
RHONDA SHADER
WARD L. SMITH
JEREMY B. YAMAGUCHI

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

July 14, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Placentia strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent (1%) Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

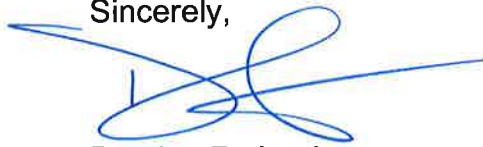
This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The

current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Placentia concurs that the resolution should go before the General Assembly. Should you have any questions regarding this letter, please contact me at (714) 993-8117 or via email at administration@placentia.org.

Sincerely,



Damien R. Arrula
City Administrator

Leyne Milstein
Assistant City Manager

City Hall
915 I Street, Fifth Floor
Sacramento, CA 95814-2604
916-808-5704

July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Sacramento strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment

Leyne Milstein
Assistant City Manager

City Hall
915 I Street, Fifth Floor
Sacramento, CA 95814-2604
916-808-5704

center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their Regional Housing Needs Allocation (RHNA) that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Sacramento concurs that the resolution should go before the General Assembly.

Sincerely,



Leyne Milstein (Jul 19, 2021 14:48 PDT)

Leyne Milstein
Assistant City Manager

League of California Cities Staff Analysis on Resolution No. 1

Staff: Nicholas Romo, Legislative Affairs, Lobbyist

Committee: Revenue and Taxation

Summary:

This Resolution calls on the League of California Cities (Cal Cities) to request the Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background:

The City of Rancho Cucamonga is sponsoring this resolution to “*address the issues in how sales and use taxes are distributed in the 21st century.*”

The City notes that “*sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950’s, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction’s boundaries. Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances.*”

Recently, one of the world’s largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated.

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer’s fulfillment centers.”

The City’s resolution calls for action on an unspecified solution that “*rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction,*” which aims to acknowledge the actions taken by cities to alleviate poverty, catalyze economic development, and improve financial stability within their communities through existing tax sharing and zoning powers.

Ultimately, sponsoring cities believe *“that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.”*

Sales and Use Tax in California

The Bradley-Burns Uniform Sales Tax Act allows all local agencies to apply its own sales and use tax on the same base of tangible personal property (taxable goods). This tax rate currently is fixed at 1.25% of the sales price of taxable goods sold at retail locations in a local jurisdiction, or purchased outside the jurisdiction for use within the jurisdiction. Cities and counties use this 1% of the tax to support general operations, while the remaining 0.25% is used for county transportation purposes.

In California, all cities and counties impose Bradley-Burns sales taxes. California imposes the sales tax on every retailer engaged in business in this state that sells taxable goods. The law requires businesses to collect the appropriate tax from the purchaser and remit the amount to the California Department of Tax and Fee Administration (CDTFA). Sales tax applies whenever a retail sale is made, which is basically any sale other than one for resale in the regular course of business. Unless the person pays the sales tax to the retailer, they are liable for the use tax, which is imposed on any person consuming taxable goods in the state. The use tax rate is the same rate as the sales tax rate.

Generally, CDTFA distributes Bradley-Burns tax revenue based on where a sale took place, known as a *situs-based system*. A retailer’s physical place of business—such as a retail store or restaurant—is generally the place of sale. “Sourcing” is the term used by tax practitioners to describe the rules used to determine the place of sale, and therefore, which tax rates are applied to a given purchase and which jurisdictions are entitled to the local and district taxes generated from a particular transaction.

California is primarily an origin-based sourcing state – meaning tax revenues go to the jurisdiction in which a transaction physically occurs if that can be determined. However, California also uses a form of destination sourcing for the local use tax and for district taxes (also known as “transactions and use taxes” or “add-on sale and use taxes”). That is, for cities with local add-on taxes, they receive their add-on rate amount from remote and online transactions.

Generally, allocations are based on the following rules:

- The sale is sourced to the place of business of the seller - whether the product is received by the purchaser at the seller’s business location or not.
- If the retailer maintains inventory in California and has no other in state location, the source is the jurisdiction where the warehouse is situated. *This resolution is concerned with the growing amount of online retail activity being sourced to cities with warehouse/fulfillment center locations.*
- If the business’ sales office is located in California but the merchandise is shipped from out of state, the tax from transactions under \$500,000 is allocated

via the county pools. The tax from transactions over \$500,000 is allocated to the jurisdiction where the merchandise is delivered.

- When a sale cannot be identified with a permanent place of business in the state, the sale is sourced to the allocation pool of the county where the merchandise was delivered and then distributed among all jurisdictions in that county in proportion to ratio of sales. *For many large online retailers, this has been the traditional path.*

Online Sales and Countywide Pools

While the growth of e-commerce has been occurring for more than two decades, led by some of the largest and most popular retailers in the world, the dramatic increase in online shopping during the COVID-19 pandemic has provided significant revenue to California cities as well as a clearer picture on which governments enjoy even greater benefits.

In the backdrop of booming internet sales has been the steady decline of brick-and-mortar retail and shopping malls. For cities with heavy reliance on in-person retail shopping, the value of the current allocation system has been diminished as their residents prefer to shop online or are incentivized to do so by retailers (during the COVID-19 pandemic, consumers have had no other option but to shop online for certain goods). All the while, the demands and costs of city services continue to grow for cities across the state.

As noted above, the allocation of sales tax revenue to local governments depends on the location of the transaction (or where the location is ultimately determined). For in-person retail, the sales tax goes to the city in which the product and store are located - a customer purchasing at a register. For online sales, the Bradley Burns sales tax generally goes to a location other than the one where the customer lives – either to the city or county where an in-state warehouse or fulfillment center is located, the location of in-state sales office (ex. headquarters) or shared as use tax proceeds amongst all local governments within a county based on their proportionate share of taxable sales.

Under current CDTFA regulations, a substantial portion of local use tax collections are allocated through a countywide pool to the local jurisdictions in the county where the property is put to its first functional use. The state and county pools constitute over 15% of local sales and use tax revenues. Under the pool system, the tax is reported by the taxpayer to the countywide pool of use and then distributed to each jurisdiction in that county on a pro-rata share of taxable sales. If the county of use cannot be identified, the revenues are distributed to the state pool for pro-rata distribution on a statewide basis.

Concentration of Online Sales Tax Revenue and Modernization

Sales tax modernization has been a policy goal of federal, state, and local government leaders for decades to meet the rapidly changing landscape of commercial activity and ensure that all communities can sustainably provide critical services.

For as long as remote and internet shopping has existed, policy makers have been concerned about their potential to disrupt sales and use tax allocation procedures that underpin the funding of local government services. The system was designed in the early twentieth century to ensure that customers were paying sales taxes to support local government services within the community where the transactions occurred whether they resided there or not. This structure provides benefit to and recoupage for the public resources necessary to ensure the health and safety of the community broadly.

City leaders have for as long been concerned about the loosening of the nexus between what their residents purchase and the revenues they receive. Growing online shopping, under existing sourcing rules, has led to a growing concentration of sales tax revenue being distributed to a smaller number of cities and counties. As more medium and large online retailers take title to fulfillment centers or determine specific sales locations in California as a result of tax sharing agreements in specific cities, online sales tax revenue will be ever more concentrated in a few cities at the control of these companies. Furthermore, local governments are already experiencing the declining power of the sales tax to support services as more money is being spent on non-taxable goods and services.

For more on sales and use tax sourcing please see Attachment A.

State Auditor Recommendations

In 2017, the California State Auditor issued a report titled, "[The Bradley-Burns Tax and Local Transportation Funds](#)", noting that:

"Retailers generally allocate Bradley Burns tax revenue based on the place of sale, which they identify according to their business structure. However, retailers that make sales over the Internet may allocate sales to various locations, including their warehouses, distribution center, or sales offices. This approach tends to concentrate Bradley Burns tax revenue into the warehouses' or sales offices' respective jurisdictions. Consequently, counties with a relatively large amount of industrial space may receive disproportionately larger amounts of Bradley Burns tax, and therefore Local Transportation Fund, revenue.

The State could make its distribution of Bradley Burns tax revenue derived from online sales more equitable if it based allocations of the tax on the destinations to which goods are shipped rather than on place of sale."

The Auditor's report makes the following recommendation:

"To ensure that Bradley-Burns tax revenue is more evenly distributed, the Legislature should amend the Bradley-Burns tax law to allocate revenues from Internet sales based on the destination of sold goods rather than their place of sale."

In acknowledgement of the growing attention from outside groups on this issue, Cal Cities has been engaged in its own study and convening of city officials to ensure pursued solutions account for the circumstances of all cities and local control is best protected. These efforts are explored in subsequent sections.

Cal Cities Revenue and Taxation Committee and City Manager Working Group

In 2015 and 2016, Cal Cities' Revenue and Taxation Policy Committee held extensive discussions on potential modernization of tax policy affecting cities, with a special emphasis on the sales tax. The issues had been identified by Cal Cities leadership as a strategic priority given concerns in the membership about the eroding sales tax base and the desire for Cal Cities to take a leadership role in addressing the associated issues. The policy committee ultimately adopted a series of policies that were approved by the Cal Cities board of directors. Among its changes were a recommended change to existing sales tax sourcing (determining where a sale occurs) rules, so that the point of sale (situs) is where the customer receives the product. The policy also clarifies that specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood. See "Existing Cal Cities Policy" section below.

Cal Cities City Manager Sales Tax Working Group Recommendations

In the Fall of 2017, the Cal Cities City Managers Department convened a working group (Group) of city managers representing a diverse array of cities to review and consider options for addressing issues affecting the local sales tax.

The working group of city managers helped Cal Cities identify internal common ground on rapidly evolving e-commerce trends and their effects on the allocation of local sales and use tax revenue. After meeting extensively throughout 2018, the Group made several recommendations that were endorsed unanimously by Cal Cities' Revenue and Taxation Committee at its January, 2019 meeting and by the board of directors at its subsequent meeting.

The Group recommended the following actions in response to the evolving issues associated with e-commerce and sales and use tax:

Further Limiting Rebate Agreements: The consensus of the Group was that:

- Sales tax rebate agreements involving online retailers should be prohibited *going forward*. They are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.
- Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited *going forward*. Existing law already prohibits such agreements for auto dealers and big box stores.

Shift Use Tax from Online Sales, including from the South Dakota v. Wayfair Decision

Out of County Pools: The Group's recommendation is based first on the principle of "situs" and that revenue should be allocated to the jurisdiction where the use occurs. Each city and county in California imposed a Bradley Burns sales and use tax rate

under state law in the 1950s. The use tax on a transaction is the rate imposed where the purchaser resides (the destination). These use tax dollars, including new revenue from the South Dakota v. Wayfair decision, should be allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

- Shift of these revenues, from purchases from out of state retailers including transactions captured by the South Dakota v. Wayfair decision, out of county pools to full destination allocation on and after January 1, 2020.
- Allow more direct reporting of use taxes related to construction projects to jurisdiction where the construction activity is located by reducing existing regulatory threshold from \$5 million to \$100,000.

Request/Require CDTFA Analysis on Impacts of Sales Tax Destination Shifts: After discussion of numerous phase-in options for destination sourcing and allocation for sales taxes, the Group ultimately decided that a more complete analysis was needed to sufficiently determine impacts. Since the two companies most cities rely on for sales tax analysis, HdL and MuniServices, were constrained to modeling with transaction and use tax (district tax) data, concerns centered on the problem of making decisions without adequate information. Since the CDTFA administers the allocation of local sales and use taxes, it is in the best position to produce an analysis that examines:

- The impacts on individual agencies of a change in sourcing rules. This would likely be accomplished by developing a model to examine 100% destination sourcing with a report to the Legislature in early 2020.
- The model should also attempt to distinguish between business-to-consumer transactions versus business-to-business transactions.
- The model should analyze the current number and financial effects of city and county sales tax rebate agreements with online retailers and how destination sourcing might affect revenues under these agreements.

Conditions for considering a Constitutional Amendment that moves toward destination allocation: Absent better data on the impacts on individual agencies associated with a shift to destination allocation of sales taxes from CDTFA, the Group declined to prescribe if/how a transition to destination would be accomplished; the sentiment was that the issue was better revisited once better data was available. In anticipation that the data would reveal significant negative impacts on some agencies, the Group desired that any such shift should be accompanied by legislation broadening of the base of sales taxes, including as supported by existing Cal Cities policy including:

- Broadening the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed; and
- Expanding the sales tax base to services, such as those commonly taxed in other states.

This Resolution builds upon previous work that accounts for the impacts that distribution networks have on host cities and further calls on the organization to advocate for changes to sales tax distribution rules.

The Resolution places further demands on data collected by CDTFA to establish a “fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases.” Such data is proposed to be collected by [SB 792 \(Glazer, 2021\)](#). More discussion on this topic can be found in the “Staff Comments” section.

Staff Comments:

Proposed Resolution Affixes Equity Based, Data Driven Approach to Existing Cal Cities Policy on Sales Tax Sourcing

The actions resulting from this resolution, if approved, would align with existing policy and efforts to-date to modernize sales tax rules. While not formalized in existing Cal Cities policy or recommendations, city managers and tax practitioners generally have favored proposals that establish a sharing of online sales tax revenues rather than a full destination shift. City leaders and practitioners across the state have acknowledged during Cal Cities Revenue and Taxation and City Manager’s working group meetings that the hosting of fulfillment centers and ancillary infrastructure pose major burdens on local communities including detrimental health and safety impacts. This acknowledgement has moved mainstream proposals such as this one away from full revenue shifts towards an equity-based, data driven approach that favors revenue sharing. This Resolution would concretely affix this approach as Cal Cities policy.

More Data is Needed to Achieve Equity Based Approach

A major challenge is the lack of adequate data to model the results of shifting in-state online sale tax revenues. Local government tax consultants and state departments have limited data to model the effects of changes to sales tax distribution because their information is derived only from cities that have a local transactions and use tax (TUT). Tax experts are able to model proposed tax shifts using TUTs since they are allocated on a destination basis (where a purchaser receives the product; usually a home or business). However, more than half of all cities, including some larger cities, do not have a local TUT therefore modeling is constrained and incomplete.

Efforts to collect relevant sales tax information on the destination of products purchased online are ongoing. The most recent effort is encapsulated in [SB 792 \(Glazer, 2021\)](#), which would require retailers with online sales exceeding \$50 million a year to report to CDTFA the gross receipts from online sales that resulted in a product being shipped or delivered in each city. The availability of this data would allow for a much more complete understanding of online consumer behavior and the impacts of future proposed changes to distribution. SB 792 (Glazer) is supported by Cal Cities following approval by the Revenue and Taxation Committee and board of directors.

Impact of Goods Movement Must Be Considered

As noted above, city leaders and practitioners across the state acknowledge that the hosting of fulfillment centers and goods movement infrastructure pose major burdens on local communities including detrimental health, safety, and infrastructure impacts. Not least of which is the issue of air pollution from diesel exhaust. According to California Environmental Protection Agency (Cal EPA):

“Children and those with existing respiratory disease, particularly asthma, appear to be especially susceptible to the harmful effects of exposure to airborne PM from diesel exhaust, resulting in increased asthma symptoms and attacks along with decreases in lung function (McCreanor et al., 2007; Wargo, 2002). People that live or work near heavily-traveled roadways, ports, railyards, bus yards, or trucking distribution centers may experience a high level of exposure (US EPA, 2002; Krivoshto et al., 2008). People that spend a significant amount of time near heavily-traveled roadways may also experience a high level of exposure. Studies of both men and women demonstrate cardiovascular effects of diesel PM exposure, including coronary vasoconstriction and premature death from cardiovascular disease (Krivoshto et al., 2008). A recent study of diesel exhaust inhalation by healthy non-smoking adults found an increase in blood pressure and other potential triggers of heart attack and stroke (Krishnan et al., 2013) Exposure to diesel PM, especially following periods of severe air pollution, can lead to increased hospital visits and admissions due to worsening asthma and emphysema-related symptoms (Krivoshto et al., 2008). Diesel exposure may also lead to reduced lung function in children living in close proximity to roadways (Brunekreef et al., 1997).”

The founded health impacts of the ubiquitous presence of medium and heavy-duty diesel trucks used to transport goods to and from fulfillment centers and warehouses require host cities to meet increased needs of their residents including the building and maintenance of buffer zones, parks, and open space. While pollution impacts may decline with the introduction of zero-emission vehicles, wide scale adoption by large distribution fleets is still in its infancy. Furthermore, the impacts of heavy road use necessitate increased spending on local streets and roads upgrades and maintenance. In addition, many cities have utilized the siting of warehouses, fulfillment centers, and other heavy industrial uses for goods movements as key components of local revenue generation and economic development strategies. These communities have also foregone other land uses in favor of siting sales offices and fulfillment networks.

All said, however, it is important to acknowledge that disadvantaged communities (DACs) whether measured along poverty, health, environmental or education indices exist in cities across the state. For one example, see: [California Office of Environmental Health Hazard Assessment \(OEHHA\) CalEnviroScreen](#). City officials may consider how cities without fulfillment and warehouse center revenues are to fund efforts to combat social and economic issues, particularly in areas with low property tax and tourism-based revenues.

The Resolution aims to acknowledge these impacts broadly (this analysis does not provide an exhaustive review of related impacts) and requests Cal Cities to account for them in a revised distribution formula of the Bradley Burns 1% local sales tax from in-state online purchases. The Resolution does not prescribe the proportions.

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. *To review the proposed changes, please see Attachment B.*

Fiscal Impact:

Significant but unknown. The Resolution on its own does not shift sales tax revenues. In anticipation and mitigation of impacts, the Resolution requests Cal Cities to utilize online sales tax data to identify a fair and equitable distribution formula that accounts for the broad impacts fulfillment centers involved in online retail have on the cities that host them. The Resolution does not prescribe the revenue distribution split nor does it prescribe the impacts, positive and negative, of distribution networks.

Existing Cal Cities Policy:

- Tax proceeds collected from internet sales should be allocated to the location where the product is received by the purchaser.
- Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.
- Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)
- The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.
- Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities, when the physical location of the affected businesses does not change. Sales tax rebate agreements involving online retailers are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one. Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited going forward.
- Support Cal Cities working with the state California Department of Tax and Fee Administration (CDTFA) to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

Support:

The following letters of concurrence were received:

Town of Apple Valley

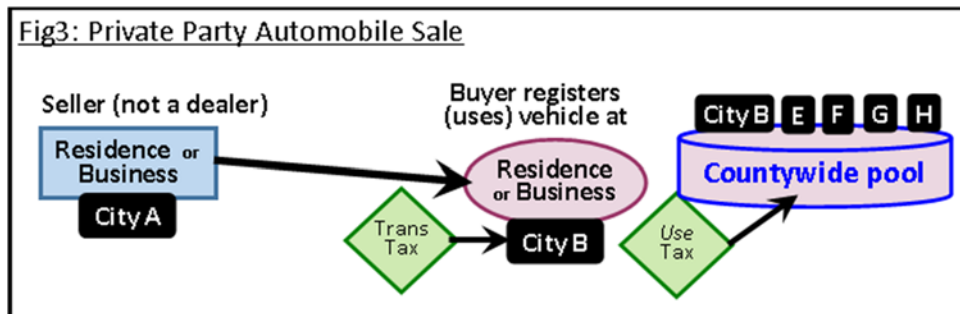
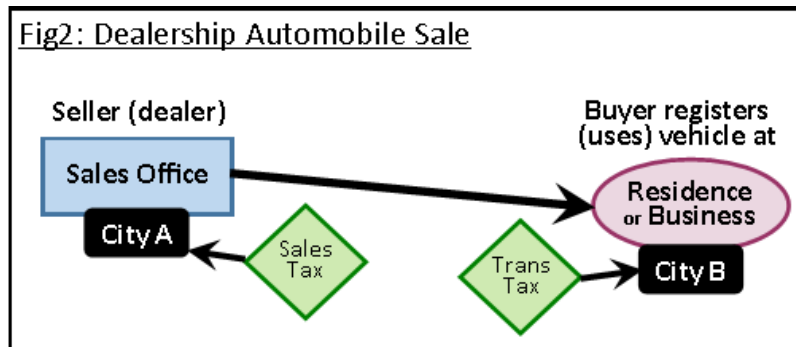
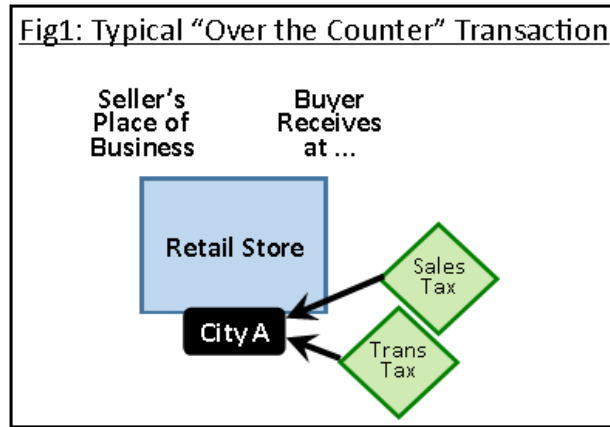
City of El Cerrito

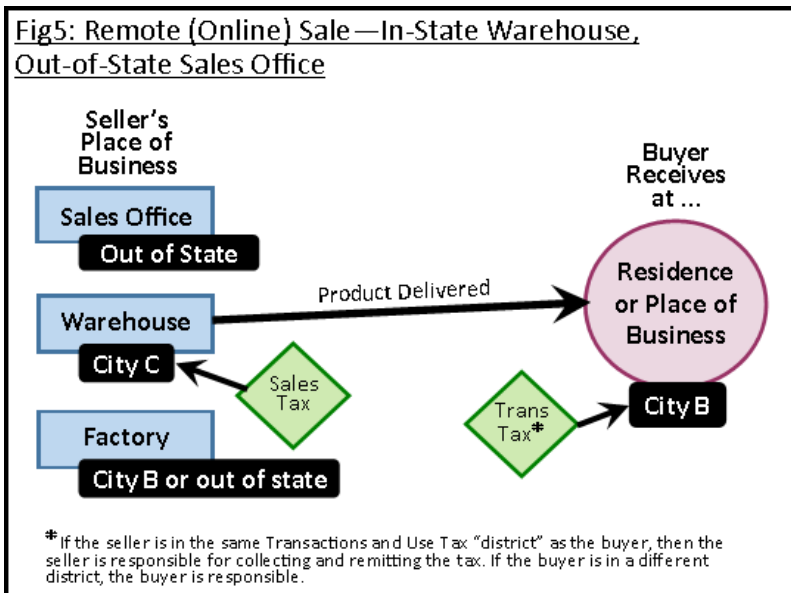
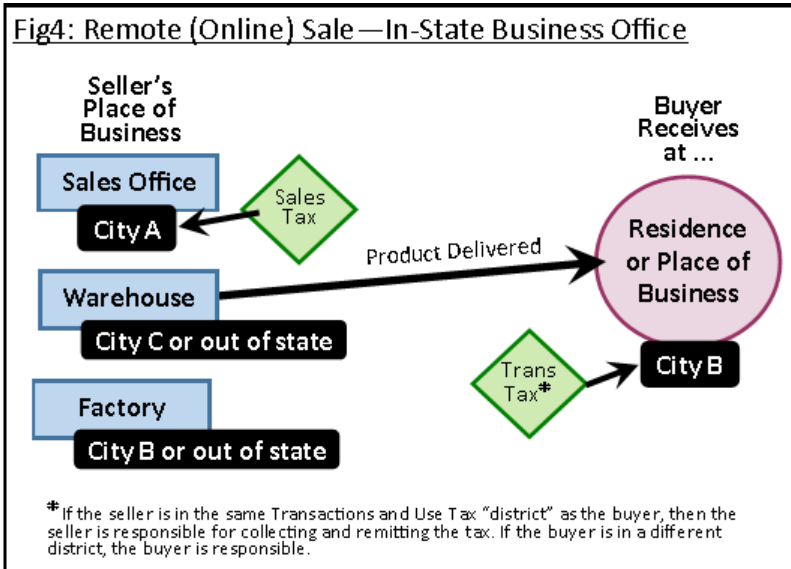
City of La Canada Flintridge

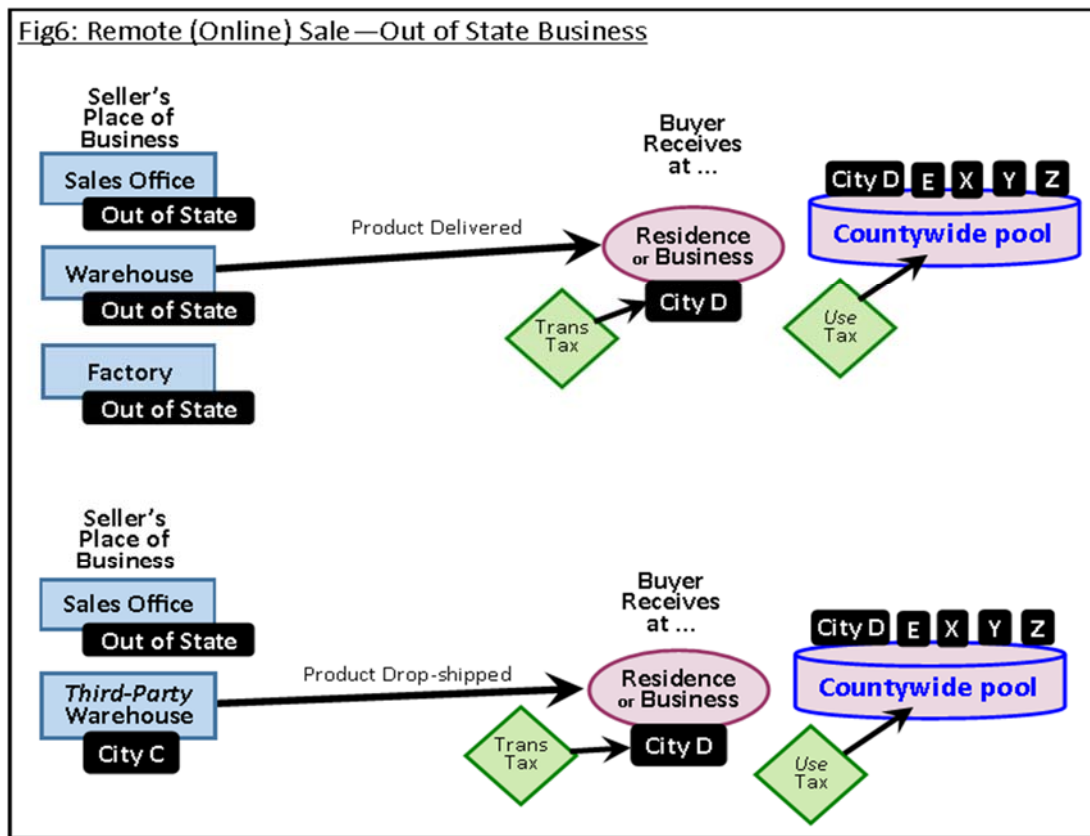
City of La Verne

City of Lakewood

City of Moorpark
City of Placentia
City of Sacramento







GUIDELINES FOR ALLOCATION OF LOCAL TAX - ONLINE AND IN-STORE			
Place of Sale	Location of Goods at the Time of Sale	How Customer Receives Goods	Allocation of Tax
Online – Order is placed or downloaded outside California	California Fulfillment Center	Shipped to California Customer	Local tax is allocated to the jurisdiction in which the fulfillment center is located
Online – Order is placed or downloaded in California	California Fulfillment Center	Shipped to California Customer	Per CDTFA Regulation 1802, local tax is allocated to the jurisdiction where the order is placed
Online	Out of State Fulfillment Center	Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	Out of State Fulfillment Center	Picked Up In-Store (Click & Collect)	Local tax is allocated to the countywide pool based on point of delivery
Online	California Fulfillment Center Owned and Operated by Third Party Vendor	Drop-Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	In-Store (Goods withdrawn from store inventory)	Shipped to California Customer	Local Tax is allocated to the jurisdiction where the store is located
Online	In-Store (Goods withdrawn from store inventory)	Picked Up In-Store (Click & Collect)	Local Tax is allocated to the jurisdiction where the store is located
In-Store	In-Store (Goods withdrawn from store inventory)	Over the Counter	Local Tax is allocated to the jurisdiction where the store is located

Courtesy of HdL Companies

CaliforniaCityFinance.com

Tax Incentive Programs, Sales Tax Sharing Agreements

In recent years, especially since Proposition 13 in 1978, local discretionary (general purpose revenues) have become more scarce. At the same time, options and procedures for increasing revenues have become more limited. One outcome of this in many areas has been a greater competition for sales and use tax revenues. This has brought a rise in arrangements to encourage certain land use development with rebates and incentives which exploit California's odd origin sales tax sourcing rules.

The typical arrangement is a sales tax sharing agreement in which a city provides tax rebates to a company that agrees to expand their operations in the jurisdiction of the city. Under such an arrangement, the company generally agrees to make a specified amount of capital investment and create a specific number of jobs over a period of years in exchange for specified tax breaks, often property tax abatement or some sort of tax credit. In some cases, this has simply taken the form of a sales office, while customers and warehouses and the related economic activity are disbursed elsewhere in the state. In some cases the development takes the form of warehouses, in which the sales inventory, owned by the company, is housed.⁶

Current sales tax incentive agreements in California rebate amounts ranging from 50% to 85% of sales tax revenues back to the corporations.

Today, experts familiar with the industry believe that between 20% to 30% of local Bradley-Burns sales taxes paid by California consumers is diverted from local general funds back to corporations; over \$1 billion per year.

The Source of Origin Based Sourcing Problems

Where other than over-the-counter sales are concerned origin sourcing often causes a concentration of large amounts of tax revenue in one location, despite the fact that the economic activity and service impacts are also occurring in other locations.

The large amounts of revenue concentrated in a few locations by California's "warehouse rule" origin sourcing causes a concentration of revenue far in excess of the service costs associated with the development.

In order to lure jobs and tax revenues to their communities, some cities have entered into rebate agreements with corporations. This has grown to such a problem, that 20% to 30% of total local taxes paid statewide are being rebated back to corporations rather than funding public services.

Moving to Destination Sourcing: The Concept⁷

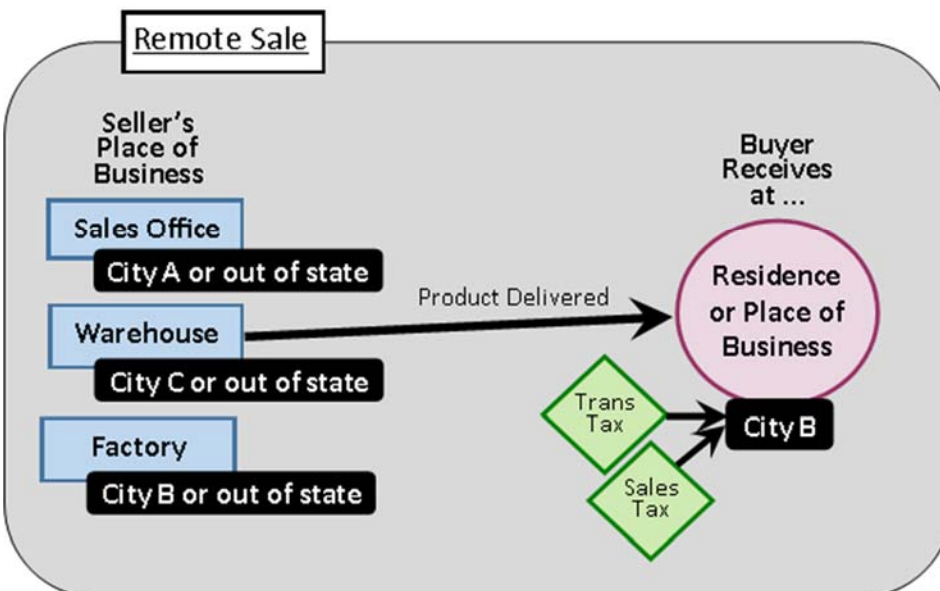
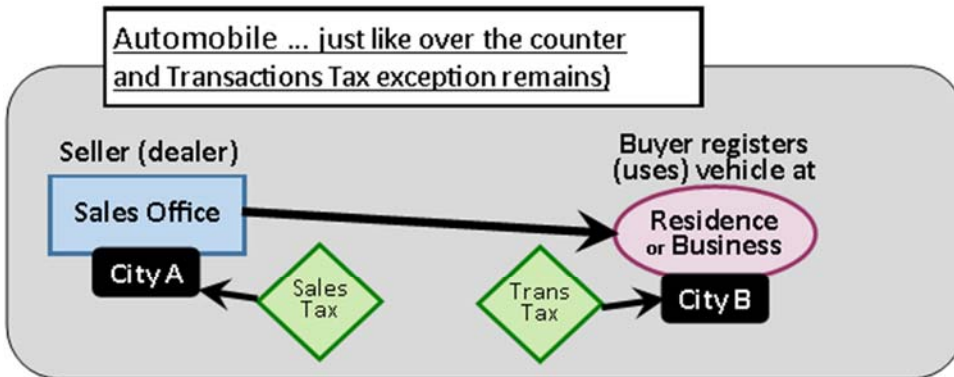
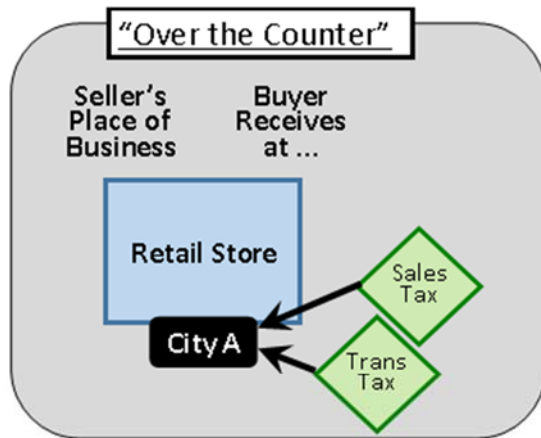
A change from origin sourcing rules to destination sourcing rules for the local tax component of California's sales tax would improve overall revenue collections and distribute these revenues more equitably among all of the areas involved in these transactions.

A change from origin based sourcing to destination based sourcing would have no effect on state tax collections. However, it would alter the allocations of local sales and use tax revenues among local agencies. Most retail transactions including dining, motor fuel purchases, and in-store purchases would not be affected. But in cases where the property is received by the purchaser in a different jurisdiction than where the sales agreement was negotiated, there would be a different allocation than under the current rules.

⁶ See Jennifer Carr, "Origin Sourcing and Tax Incentive Programs: An Unholy Alliance" Sales Tax Notes; May 27, 2013.

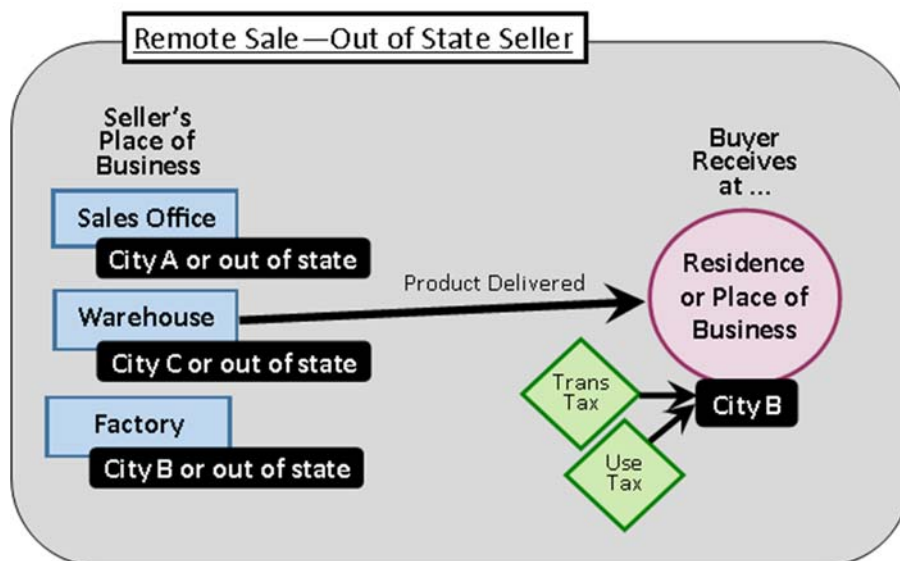
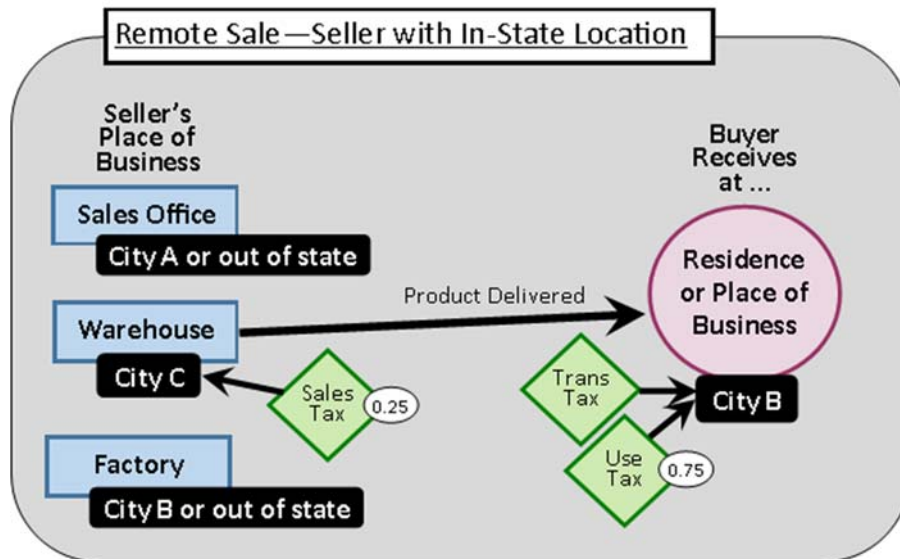
⁷ The same issues that are of concern regarding the local sales tax do not apply to California's Transactions and Use Taxes ("Add-on sales taxes") as these transactions, when not over the counter, are generally allocated to the location of use or, as in the case of vehicles, product registration. There is no need to alter the sourcing rules for transactions and use taxes.

Destination Sourcing Scenario 1: Full-On



Destination Sourcing Scenario 2: Split Source

- Same as now for “over the counter” and automobile.
- Leave 0.25% on current seller if instate (origin)
- Could be phased in.



mjgc

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES (“CAL CITIES”)
 CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES
 FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL
 SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE
 PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO
 CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST
 CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT
 AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of “siting” the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines “out-of-state” online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale (“situs”) as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state’s largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being **entirely** allocated to **the specific city cities** where **the** warehouse fulfillment centers **is-are** located as opposed to going into **a** countywide pools that **is are** shared with all jurisdictions in **those counties that County**, as was done previously; and

WHEREAS, this all-or-nothing **change for the** allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue **from the retailer** that was once spread amongst all cities in countywide pools is now concentrated in select cities that host **a** fulfillment centers; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting **a 1 million square foot** fulfillment centers, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their **Regional Housing Needs Allocation (RHNA)** obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering products from those that centers now receive no Bradley Burns revenue ~~from the center's sales activity~~ despite also experiencing the impacts created by them center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECESSARY FUNDING FOR CUPC TO FULFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ADJACENT TO THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials:

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission for operational safety and maintenance; and

WHEREAS, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Annual Conference on September 24, 2021, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

Background Information to Resolution

Source: City of South Gate

Background:

The State of California has over 6,000 miles of rail lines, with significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over \$13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way itself.

The City of South Gate has three rail lines traversing through its city limits covering about 4 miles. These lines are open and inviting to individuals to conduct illegal dumping, graffiti buildings and structures along with inviting dozens of homeless encampments. As private property, Cities like ourselves cannot just go upon them to remove bulky items, trash, clean graffiti or remove encampments. We must call and arrange for either our staff to access the site or have the rail operator schedule a cleanup. This can take weeks to accomplish, in the meantime residents or businesses that are within a few hundred feet of the line must endure the blight and smell. Trash is often blown from the right-of-way into residential homes or into the streets. Encampments can be seen from the front doors of homes and businesses.

South Gate is a proud city of hard working-class residents, yet with a median household income of just \$50,246 or 65% of AMI for Los Angeles County, it does not have the financial resources to direct towards property maintenance of any commercial private property. The quality of life of communities like ours should not be degraded by the inactions or lack of funding by others. Cities such as South Gate receive no direct revenue from the rail operators, yet we deal with environmental impacts on a daily basis, whether by emissions, illegal dumping, graffiti or homeless encampments.

The State of California has record revenues to provide CPUC with funding nor only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Rail Operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California.

LETTERS OF CONCURRENCE
Resolution No. 2



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Bell Gardens supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Marco Barcena at 562-7761 if you have any questions.

Sincerely,

Marco Barcena
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

As a Councilwoman with the City of Bell Gardens, I support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lisseth Flores at (562) 806-7763 if you have any questions.

Sincerely,

Lisseth Flores

Lisseth Flores
Councilwoman

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 15, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The city of Bell supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Paul Philips, City Manager at 323-588-6211, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Alicia Romero". The signature is fluid and cursive, with the first name being more prominent.

Alicia Romero
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division,



CITY OF COMMERCE

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Railroad Oversight Annual Conference Resolution

President Walker:

The City of Commerce supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' ("League") 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially disadvantaged communities of color that are home to the State's freight rail lines. While I am supportive of the economic base the railroad industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Edgar Cisneros, City Manager, via email at ecisneros@ci.commerce.ca.us or at 323-722-4805, should you have any questions.

Sincerely,



Mayor Leonard Mendoza

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

5220 Santa Ana Street
Cudahy, California 90201
(323)773-5143

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

Dear President Walker:

The City of Cudahy supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions, please do not hesitate to call my office at 323-773-5143.

Sincerely,

Jose Gonzalez
Mayor

CC: Chris Jeffers, City Manager, City of South Gate



City of El Segundo

Office of the Mayor

July 16, 2021

Elected Officials:

Drew Boyles,
Mayor
Chris Pimentel
Mayor Pro Tem
Carol Pirsztuk,
Council Member
Scot Nicol,
Council Member
Lance Groux,
Council Member
Tracy Weaver,
City Clerk
Matthew Robinson,
City Treasurer

Appointed Officials:

Scott Mitnick,
City Manager
Mark D. Hensley,
City Attorney

Department Directors:

Barbara Voss
Deputy City Manager
Joseph Lillio,
Finance
Chris Donovan,
Fire Chief
Charles Mallory,
Information Technology Services
Melissa McCollum,
Community Services
Rebecca Redyk,
Human Resources
Denis Cook,
Interim Development Services
Jamie Bermudez,
Interim Police Chief
Elias Sassoon,
Public Works

www.elsegundo.org
www.elsegundobusiness.com
www.elsegundo100.org

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of El Segundo supports the Los Angeles County Division's City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

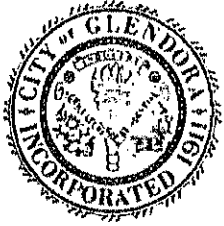
As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact El Segundo Public Works Director Elias Sassoon at 310-524-2356, if you have any questions.

Sincerely,

Drew Boyles
Mayor of El Segundo

CC: City Council, City of El Segundo
Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org
Jeff Kiernan, League Regional Public Affairs Manager (via email)

350 Main Street, El Segundo, California 90245-3813
Phone (310) 524-2302 Fax (310) 322-7137



CITY OF GLENDORA CITY HALL

(626) 914-8200

116 East Foothill Blvd., Glendora, California 91741
www.ci.glendora.ca.us

July 14, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: SUPPORT FOR THE CITY OF SOUTH GATE'S ANNUAL
CONFERENCE RESOLUTION**

Dear President Walker:

The City of Glendora is pleased to support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue that many communities, small and large, are experiencing along active transportation corridors, particularly rail lines. Given the importance and growth of the ports and logistics sector, and the economic support they provide, we need to do more to ensure that conflicts are appropriately addressed and mitigated to ensure they do not become attractive nuisances. Our cities are experiencing increasing amounts of illegal dumping (trash and debris) and the establishment of encampments by individuals experiencing homelessness along roadways, highways and rail lines. Such situations create unsafe conditions – safety, health and sanitation – that impact quality of life even as we collectively work to address this challenge in a coordinated and responsible manner.

As members of the League of California Cities, Glendora values the policy development process provided to the General Assembly and strongly support consideration of this issue. Your attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact Adam Raymond, City Manager, at araymond@cityofglendora.org or (626) 914-8201.

Sincerely,

Karen K. Davis
Mayor

C: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

PRIDE OF THE FOOTHILLS



July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Re: Resolution No. 2021-18 Supporting City of South Gate Annual Conference Resolution

President Walker:

The City of Huntington Park (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Enclosed is Resolution No. 2021-18 adopted by the City Council of the City of Huntington Park.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively affect our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, Ricardo Reyes, at 323-582-6161, if you have any questions.

Sincerely,

Graciela Ortiz
Mayor, City of Huntington Park

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

Enclosure(s)



CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

**SUBJECT: LETTER OF SUPPORT FOR CITY OF SOUTH GATE'S PROPOSED
RESOLUTION AT CALCITIES ANNUAL CONFERENCE**

President Walker:

The City of La Mirada supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities that are home to the State's freight rail lines. While the City of La Mirada is supportive of the economic base the railroad industry serves to the State, the rail lines have become places where illegal dumping and a growing homeless population are significant problems. The negative impact of these illegal activities decreases the quality of life for the La Mirada community, increases blight and unhealthy sanitation issues, and negatively impacts the City's ability to meet State water quality standards under the MS4 permits.

As members of the League, the City of La Mirada values the policy development process provided to the General Assembly. We appreciate your consideration on this issue. Please feel free to contact Assistant City Manager Anne Haraksin at (562) 943-0131 if you have any questions.

Sincerely,

CITY OF LA MIRADA

Ed Eng
Mayor

cc: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

July 22, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Support for City of South Gate Resolution—Cleanup Activities on Rail Operator Properties

Dear President Walker,

On behalf of the City of Long Beach, I write to support the City of South Gate’s proposed resolution for the League of California Cities’ (League) 2021 Annual Conference. This resolution seeks to direct the League to adopt a policy urging State and federal governments to increase oversight of rail operators’ land maintenance. The City is a proponent of increased maintenance along railways and believes a League advocacy strategy would help expedite regional responses.

The COVID-19 pandemic has exacerbated the public health and safety concerns on rail rights-of-way, as trash, debris, and encampments have increased exponentially. These challenges erode the quality of life for our communities, increase blight, and contribute to public health and sanitation issues. To address these concerns, the City has engaged directly with regional partners to prioritize ongoing maintenance and cleanups, and has invested \$4 million in the Clean Long Beach Initiative as part of the City’s Long Beach Recovery Act to advance economic recovery and public health in response to the COVID-19 pandemic.

The City of South Gate’s proposed resolution would further advance these efforts for interjurisdictional coordination. The increased oversight proposed by the resolution will help support better coordination and additional resources to address illegal dumping and encampments along private rail operator property. This is a critical measure to advance public health and uplift our most vulnerable communities. For these reasons, the City supports the proposed League resolution.

Sincerely,



THOMAS B. MODICA
City Manager

cc: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org





OFFICE OF THE
MAYOR
MARISELA SANTANA

City of
LYNWOOD

Incorporated 1921

11330 Bullis Road, Lynwood, CA 90262
 (310) 603-0220 x 200



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker
 President
 League of California Cities
 1400 K Street, Suite 400
 Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Lynwood supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Ernie Hernandez at (310) 603-0220 ext. 200, if you have any questions.

Sincerely,



Marisela Santana, Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
 Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Resolution in Support of City of South Gate Annual Conference Resolution

President Walker:

The City of Montebello (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Attached is the Resolution to be considered for adoption by the City Council of the City of Montebello at our July 28, 2021, City Council meeting.

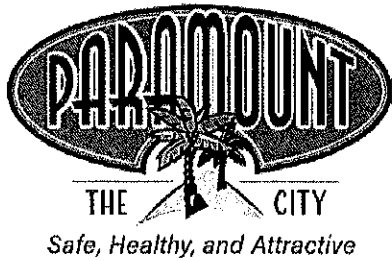
The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, René Bobadilla, at 323-887-1200, if you have any questions.

Sincerely,

Kimberly Cobos-Cawthorne
Mayor, City of Montebello

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



BRENDA OLMOS
Mayor

VILMA CUELLAR STALLINGS
Vice Mayor

ISABEL AGUAYO
Councilmember

LAURIE GUILLEN
Councilmember

PEGGY LEMONS
Councilmember

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: SUPPORT FOR ANNUAL LEAGUE OF CITIES CONFERENCE GENERAL ASSEMBLY RESOLUTION




President Walker:

The City of Paramount supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. The proposed resolution is attached

South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic boon the freight industry serves to the State, their rail line rights of way have often become places where illegal dumping is a constant problem and where our growing homeless populations reside. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As a member of the California League of Cities, the City of Paramount values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager John Moreno at (562) 220-2222 if you have any questions.

Dedicated to providing fiscally responsible services that maintain a vibrant community.

16400 Colorado Avenue • Paramount, CA 90723-5012 • Ph: 562-220-2000 • paramountcity.com
 [facebook.com/CityofParamount](https://www.facebook.com/CityofParamount) |  [instagram.com/paramount_posts](https://www.instagram.com/paramount_posts) |  [youtube.com/CityofParamount](https://www.youtube.com/CityofParamount)



City of Pico Rivera
OFFICE OF THE CITY MANAGER

6615 Passons Boulevard · Pico Rivera, California 90660

(562) 801-4371

Web: www.pico-rivera.org e-mail: scastror@pico-rivera.org

Steve Carmona
City Manager

City Council

Raul Elias

Mayor

Dr. Monica Sánchez

Mayor Pro Tem

Gustavo V. Camacho

Councilmember

Andrew C. Lara

Councilmember

Erik Lutz

Councilmember

CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 14, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Pico Rivera supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantaged communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Steve Carmona at (562) 801-4405 if you have any questions.

Sincerely,

City Manager
City of Pico Rivera

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

League of California Cities Staff Analysis on Resolution No. 2

Staff: Damon Conklin, Legislative Affairs, Lobbyist
Jason Rhine, Assistant Director, Legislative Affairs
Caroline Cirrincione, Policy Analyst

Committees: Transportation, Communications, and Public Works
Housing, Community, and Economic Development

Summary:

The City of South Gate submits this resolution, which states the League of California Cities should urge the Governor and the Legislature to provide adequate regulatory authority and necessary funding to assist cities with railroad right-of-way areas to address illegal dumping, graffiti, and homeless encampments that proliferate along the rail lines and result in public safety issues.

Background:

California Public Utilities Commission (CPUC) Railroad Oversight

The CPUC's statewide railroad safety responsibilities are carried out through its Rail Safety Division (RSD). The Railroad Operations and Safety Branch (ROSB), a unit of RSD, enforces state and federal railroad safety laws and regulations governing freight and passenger rail in California.

The ROSB protects California communities and railroad employees from unsafe practices on freight and passenger railroads by enforcing rail safety laws, rules, and regulations. The ROSB also performs inspections to identify and mitigate risks and potential safety hazards before they create dangerous conditions. ROSB rail safety inspectors investigate rail accidents and safety-related complaints and recommend safety improvements to the CPUC, railroads, and the federal government as appropriate.

Within the ROSB, the CPUC employs 41 inspectors who are federally certified in the five Federal Railroad Administration (FRA) railroad disciplines, including hazardous materials, motive power and equipment, operations, signal and train control, and track. These inspectors perform regular inspections, focused inspections, accident investigations, security inspections, and complaint investigations. In addition, the inspectors address safety risks that, while not violations of regulatory requirements, pose potential risks to public or railroad employee safety.

CPUC's Ability to Address Homelessness on Railroads

Homeless individuals and encampments have occupied many locations in California near railroad tracks. This poses an increased safety risk to these homeless individuals of being struck by trains. Also, homeless encampments often create unsafe work environments for railroad and agency personnel.

While CPUC cannot compel homeless individuals to vacate railroad rights-of-way or create shelter for homeless individuals, it has the regulatory authority to enforce measures that can reduce some safety issues created by homeless encampments. The disposal of waste materials or other disturbances of walkways by homeless individuals can create tripping hazards in the vicinity of railroad rights-of-way. This would cause violations of [Commission GO 118-A](#), which sets standards for walkway surfaces alongside railroad tracks. Similarly, tents, wooden structures, and miscellaneous debris in homeless encampments can create violations of

[Commission GO 26-D](#), which sets clearance standards between railroad tracks, and structures and obstructions adjacent to tracks.

Homelessness in California

According to the [2020 Annual Homeless Assessment Report \(AHAR\)](#) to Congress, there has been an increase in unsheltered individuals since 2019. More than half ([51 percent or 113,660 people](#)) of all unsheltered homeless people in the United States are found in California, about four times as high as their share of the overall United States population.

Many metro areas in California lack an adequate supply of affordable housing. This housing shortage has contributed to an increase in homelessness that has spread to railroad rights-of-way. Homeless encampments along railroad right-of-way increase the incidents of illegal dumping and unauthorized access and trespassing activities. Other impacts include train service reliability with debris strikes, near-misses, and trespasser injuries/fatalities. As of April 2021, there have been 136 deaths and 117 injuries reported by the [Federal Railroad Administration](#) over the past year. These casualties are directly associated with individuals who trespassed on the railroad.

Cities across the state are expending resources reacting to service disruptions located on the railroad's private property. It can be argued that an increase in investments and services to manage and maintain the railroad's right-of-way will reduce incidents, thus enhancing public safety, environmental quality, and impacts on the local community.

State Budget Allocations – Homelessness

The approved State Budget includes a homelessness package of \$12 billion. This consists of a commitment of \$1 billion per year for direct and flexible funding to cities and counties to address homelessness. While some details related to funding allocations and reporting requirements remain unclear, Governor Newsom signed AB 140 in July, which details key budget allocations, such as:

- \$2 billion in aid to counties, large cities, and Continuums of Care through the Homeless Housing, Assistance and Prevention grant program (HHAP);
- \$50 million for Encampment Resolution Grants, which will help local governments resolve critical encampments and transitioning individuals into permanent housing; and
- \$2.7 million in onetime funding for Caltrans Encampment Coordinators to mitigate safety risks at encampments on state property and to coordinate with local partners to connect these individuals to services and housing.

The Legislature additionally provided \$2.2 billion specifically for Homekey with \$1 billion available immediately. This funding will help local governments transition individuals from Project Roomkey sites into permanent housing to minimize the number of occupants who exit into unsheltered homelessness.

With regards to this resolution, the State Budget also included \$1.1 billion to clean trash and graffiti from highways, roads, and other public spaces by partnering with local governments to pick up trash and beautify downtowns, freeways, and neighborhoods across California. The program is expected to generate up to 11,000 jobs over three years.

Cities Railroad Authority

A city must receive authorization from the railroad operator before addressing the impacts made by homeless encampments because of the location on the private property. Additionally, the city

must coordinate with the railroad company to get a flagman to oversee the safety of the work crews, social workers, and police while on the railroad tracks.

A city may elect to declare the encampment as a public nuisance area, which would allow the city to clean up the areas at the railroad company's expense for failing to maintain the tracks and right-of-way. Some cities are looking to increase pressure on railroad operators for not addressing the various homeless encampments, which are presenting public safety and health concerns.

Courts have looked to [compel railroad companies](#) to increase their efforts to address homeless encampments on their railroads or [grant a local authority's application](#) for an Inspection and Abatement Warrant, which would allow city staff to legally enter private property and abate a public nuisance or dangerous conditions.

In limited circumstances, some cities have negotiated Memoranda of Understandings (MOU) with railroad companies to provide graffiti abatement, trash, and debris removal located in the right-of-way, and clean-ups of homeless encampments. These MOUs also include local law enforcement agencies to enforce illegally parked vehicles and trespassing in the railroad's right-of-way. MOUs also detailed shared responsibility and costs of providing security and trash clean-up. In cases where trespassing or encampments are observed, the local public works agency and law enforcement agency are notified and take the appropriate measures to remove the trespassers or provide clean-up with the railroad covering expenses outlined in the MOU.

Absent an MOU detailing shared maintenance, enforcement, and expenses, cities do not have the authority to unilaterally abate graffiti or clean-up trash on a railroad's right-of-way.

Fiscal Impact:

If the League of California Cities were to secure funding from the state for railroad clean-up activities, cities could potentially save money in addressing these issues themselves or through an MOU, as detailed above. This funding could also save railroad operators money in addressing concerns raised by municipalities about illegal dumping, graffiti, and homeless encampments along railroads.

Conversely, if the League of California Cities is unable to secure this funding through the Legislature or the Governor, cities may need to consider alternative methods, as detailed above, which may include significant costs.

Existing League Policy:

Public Safety:

Graffiti

The League supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Transportation, Communications, and Public Works

Transportation

The League supports efforts to improve the California Public Utilities Commission's ability to respond to and investigate significant transportation accidents in a public and timely manner to improve rail shipment, railroad, aviation, marine, highway, and pipeline safety

Housing, Community, and Economic Development

Housing for Homeless

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

Staff Comments:

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. To review the proposed changes, please see Attachment A.

The committee may also wish to consider clarifying language around regulatory authority and funding to assist cities with these efforts. The resolution asks that new investments from the state be sent to the CPUC to increase their role in managing and maintaining railroad rights-of-ways and potentially to cities to expand their new responsibility.

The committee may wish to specify MOUs as an existing mechanism for cities to collaborate and agree with railroad operators and the CPUC on shared responsibilities and costs.

Support:

The following letters of concurrence were received:

City of Bell Gardens

City of Bell

City of Commerce

City of Cudahy

City of El Segundo

City of Glendora

City of La Mirada

City of Paramount

City of Pico Rivera

City of Huntington Park

City of Long Beach

City of Lynwood

City of Montebello

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE ~~NECCESARY~~ ~~NECESSARY~~ FUNDING FOR ~~CUPC~~ THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE ~~QAULTY~~ QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC ~~SAFETLY~~ SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the ~~California Public Utilities Commission~~ CPUC for operational safety and maintenance; and

WHEREAS, the ~~California Public Utilities Commission (CPUC)~~ is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well as a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Cal Cities Annual Conference on September 24, 2021, in Sacramento, that the Cal Cities League calls for the Governor and the Legislature to work with the Cal Cities League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The Cal Cities League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.



City of Visalia

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

Staff Report

File #: 21-0484

Agenda Date: 9/7/2021

Agenda #: 10.

Agenda Item Wording:

Approve the Council subcommittee recommendation to appoint Mark Wall and Kelly Pierce to the Citizen Advisory Committee and reappoint Darin McCall and Jon Bueno to the Citizens Advisory Committee for a two-year term through June 30, 2023.

Deadline for Action: 9/7/2021

Submitting Department: Administration

Contact Name and Phone Number: Mayor Steve Nelsen, 713-4400 ext. 7313 Councilmember Brett Taylor 713-4400 ext. 2313

Department Recommendation:

Approve the Council subcommittee recommendation to appoint Mark Wall and Kelly Pierce and the Citizens Advisory recommendation to reappoint Darin McCall and Jon Bueno to the Citizens Advisory Committee as voting members for a two-year term through June 30, 2023.

Background Discussion:

The Citizens Advisory Committee (CAC) is an eleven-member committee that acts as a liaison between the public and the City Council concerning community issues. The meetings are held the 1st Wednesday of each month at 5:30 p.m. The CAC has two vacancies as well as two additional vacancies where two current members are eligible and interested in reappointment.

During the City Council's annual planning workshop in January, the Council asked for a comprehensive review of the Committees and Commissions. The review occurred and at the conclusion appointed a Council subcommittee comprised of Mayor Steve Nelsen and Councilmember Brett Taylor. With the appointment of Mr. Wall and Ms. Pierce, the work directed as the result of the comprehensive review will be complete.

The Council subcommittee recommended to integrate two members from the Environmental Committee and two members from the Disability Advocacy Committee into CAC to give their issues a larger voice. The members appointed from the Environmental Committee are Dustin Johnson and Holly Deniston-Sheets. The members appointed from the Disability Advocacy committee are Glen Stewart, and Albert (George) Curtis.

Darin McCall and Jon Bueno are current members of the Citizens Advisory Committee in good standing and eligible for reappointment to an additional two-year term. The Committee has recommended their reappointment.

Fiscal Impact: None

Other: The Citizens Advisory Committee meets monthly for a variety of purposes including:

- Review annually the City's use of the Measure T Public Safety Sales Tax commenting on the City Manager's certified budget and the outside auditor's review of monies spent
- Conduct annually a public opinion survey of residents' satisfaction with City services
- Recommend to Council the distribution of non-profit youth grants
- Provide input on the City's use of Community Development Block Grants (CDBG) and other programs from Housing and Urban Development (HUD). Provide Council feedback on proposed new and/or increased fees and rates

Alternatives: To not approve the subcommittee recommendation to appoint new members and/or not reappoint current members to the Citizens Advisory Committee. In either case, a recruitment would then be conducted to fill the positions.

Prior Council Action: June 21, 2021 - Council approved the subcommittee recommendation to appoint Dustin Johnson and Holly Deniston-Sheets, Glen Stewart, and Albert (George) Curtis to serve on the Citizens Advisory Committee for a two-year term beginning July 1, 2021 and concluding June 30, 2023.
April 19, 2021 - Council approved the subcommittee recommendations related to Commissions.

April 5, 2021 - Council provided direction to staff and appointed a Council subcommittee comprised of Mayor Steve Nelsen and Council Member Brett Taylor to work with staff.

Recommended Motion (and Alternative Motions if expected):

. recommendation

I move to approve the Council subcommittee recommendation to appoint Mark Wall and Kelly Pierce to the Citizen Advisory Committee and reappoint Darin McCall and Jon Bueno to the Citizens Advisory Committee for a two-year term through June 30, 2023.

. end

Environmental Assessment Status: n/a

CEQA Review: n/a

Attachments: New member applications



PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC RECORD

CITY OF VISALIA
APPLICATION FOR APPOINTMENT
TO CITY BOARD, COMMITTEE OR COMMISSION

Citizens Advisory Committee

Name of Board, Committee or Commission

Name Mark Wall
Mailing/Residence Address 1445 S. Silvervale St.
Visalia Residence Phone (559) 280-0696*
Zip Code 93277 Work Phone (559) 280-0696
Email mwaconsulting@comcast.net Facsimile _____

Please check if you wish to receive the City's free newsletter "Inside City Hall" via email

Resident of Visalia for 24 years Visalia Registered Voter: Yes No _____

NOTE: Of the contact information provided, please indicate with an asterisk "*" which is the best way to reach you.

TRAINING, EXPERIENCE and/or EDUCATION:

39 years experience in public transit management and planning including 26 years as owner of consulting firm. Founding Chairman of California Association for Coordinated Transportation (CalACT). I have served on various state and federal committees including the Transportation Research Board of the National Academies. I have also managed retail tire and automotive services stores (5 years), and was a local television producer/director, and radio personality.

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Fresno State	Public Administration	1982, B.A.

Additional Pertinent Skills, Experience or Interests: Member TCAG Active Transportation Advisory Committee, and TCAG Regional Transportation Plan/Sustainable Communities Strategy Committee.

Community activities in which you are involved: Southern Sierra Cyclists Advocacy and Outreach Chairman
Various committees of the St Mary Armenian Church of Yettam.

Current or prior service on a City Board, Committee or Commission: [Waterways & Trails, Enviromental, Visalia Senior Games \(chair, bicycle time trials\), staff to the Transit Advisory Committee \(1984-95\).](#)

Employment Information:

Present Occupation: [Retired](#)

Name of Firm: [Mark Wall Associates](#)

Address: [1445 S Silvervale St, Visalia, CA](#)

Phone: [\(559\) 280-0696](#)

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES _____ NO _____
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

FIRST choice for Board/Committee/Commission appointment: Citizens Advisory Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?
I have been a leader in local government for 39 years. Starting as the first recipient of the Fresno County Administrative Fellowship, then as planner of the Fresno Metropolitan and Rural Fresno Co Consolidated Transportation Services Agency. I was the founding chairman of a statewide transit organization, CalACT, and served as boardmember for over 20 years. As Transit Manager for the City of Visalia, I implemented the fixed route system, and learned about effective community involvement. As a consultant, I implemented joint powers transit authorities in two counties and served as CEO and staff to the directors of each agency.	I am proud to be a Visalian because I am very aware of the long history of good government, smart decisions, and community involvement. The Citizens Advisory Committee has in years past played an important role in City planning and community outreach. My goal is simply to contribute to this tradition. My hope is that the CAC will have the full trust of City Council and be asked to work on substantive issues and continuing development of the City's vision for the future.

SECOND choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

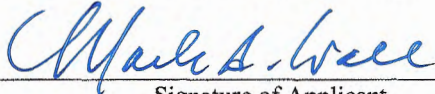
THIRD choice for Board/Committee/Commission appointment: _____

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.	What are your goals in serving on this Board/Committee/Commission?

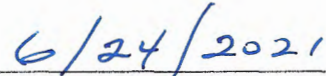
PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.

ON OCCASION, BOARD/COMMITTEE/COMMISSION MEMBERS, CITY STAFF, AND/OR THE PUBLIC MAY HAVE NEED TO COMMUNICATE WITH YOU, PLEASE BE SURE TO NOTE ON YOUR APPLICATION THE BEST WAY TO CONTACT YOU (i.e. mailing address, phone number, or email address.)

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.



Signature of Applicant



Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

X Male Female

Ethnic Category: check all categories that apply:

X White

(The category "White" includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

Black

(The category "Black" includes Blacks, Afro-Americans, and persons of Jamaican, Trinidadian, and West Indian descent.)

Hispanic

(The category "Hispanic" includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

American Indian

(The category "American Indian" includes persons who identify themselves, or are known as such, by virtue of tribal associations, including Alaskan Native.)

Asian

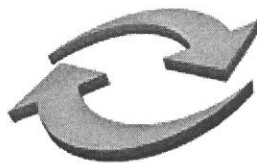
(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed mail/submit original to:

Office of the City Clerk
City of Visalia
220 N. Santa Fe St.
Visalia, California 93292

CivicaAssist



Printed on 12/20/2018

City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 258974]

<p>◆ Subject Location</p> <p>Street Info: City / Zip</p>	<p>◆ Citizen Contact Information</p> <p>Citizen Name: Mrs. Kelly Pierce Email: kpierce@kdhcd.org Phone1 / Phone2: 559-972-0057 / 559-624-6842 Fax: 559-733-0658 Address: 1439 S Cain City, Zip: Visalia, CA 93292</p>
<p>◆ Request Details [Information provided by Citizen]</p> <p>Please review the following handbook:</p>	
How many years of being a Visalia Resident?:	40
Are you a Visalia Registered Voter?:	Yes
List any training and/or experience:	2018/2019 Leadership Visalia Class
Education-school, major, graduation date & degree:	I have both my Bachelors Degree and Masters Degree in Theology from Golden Grain Bible College and Seminary. I will have my Doctorate in 2019, upon completion of my dissertation
Additional skills and/or interests:	Responsible for supervising the team of Kaweah Delta Hospice Volunteers
Community activities in which you are involved:	For 25 years I have been involved with a small church in Farmersville but lately feel more of a pull and direction to have increased involvement in my home town.
Service on a City Board, Committee or Commission:	No prior service on any city committees or commissions
Present Occupation:	Volunteer Coordinator
Name of Employer:	Kaweah Delta Hospice
Work Address:	623 West Willow Visalia Ca 93291
Work Phone Number:	559-624-6842
Potential Conflicts:	No
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	Citizen
Applicable qualifications and experience:	For years have been in leadership positions both in my career and volunteering roles.
Goals for this appointment:	Helping out as a liason between the city council and the community as able.
Second Choice for City Board/Committee/Commission:	Citizen
Applicable qualifications and experience:	
Goals for this appointment:	
Applicable qualifications and experience:	

OK
MM
10/11
155

Goals for this appointment:	
Agree or Not Agree:	Agree
Resume:	View Attachment
Male or Female:	Female
Ethnic Category:	White - includes White, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.

◆ Staff Request Admin			
Request ID:	258974	Priority:	Normal
Received/Entered:	12/20/2018 3:10:06 PM	Status:	Received
Target Complete Date:	12/24/2018 3:10:06 PM	Color	
Actual Complete Date:		Flag:	
Request Source:	Internet (N)		
Original Assigned Staff:	Gorelik, Ilya Rouse, Kathy Ruiz, Gladys		

◆ Staff / Citizen Action Log	
No Staff/Citizen Actions have been added	



City of Visalia

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

Staff Report

File #: 21-0492

Agenda Date: 9/7/2021

Agenda #: 11.

Agenda Item Wording:

Update regarding Council District Decennial Redistricting process.

Deadline for Action: N/A

Submitting Department: Administration

Contact Name and Phone Leslie Caviglia, City Manager, 713-4332; Allison Mackey, Community Relations Manager, 713-4535; Michelle Nicholson, Chief Deputy City Clerk, 713-4512.

Department Recommendation: This item is intended to provide an update to the Council regarding the process for drawing updated Council District boundaries to account for the 2020 Census data. As required by State law, the Council previously set a schedule for public hearings, workshops and outreach efforts to elicit public input in the redistricting process.

As directed by the Council, staff initiated the public outreach process by requesting the Measure N committee to hold a public meeting to describe the process and describe public input opportunities. Following that meeting, Staff will continue to meet with all other City Commissions and Committees, providing the same information and opportunity to participate.

In response to questions from the Measure N Committee, staff seeks to confirm with Council that, while no committee or commission has been charged with any particular assignment or request from the Council in regard to the redistricting process, the Measure N Committee, like other City committees, may choose for itself how to engage in the process. Options for participation including holding meetings to receive or provide input on identification of communities of interest that should be considered in the mapping process, or use of the publicly available mapping tools to develop a committee/commission recommended map. In addition, any member and any member of the public is also encouraged to individually participate in the redistricting process and to submit or recommend maps. However, if a Commission/Committee elects to present a map(s) or review and recommend a map, they will need to do that in accordance with the Brown Act. Staff is prepared to assist any of the City's Commissions/Committees that choose to participate in the process as a group in meeting those Brown Act requirements, scheduling a location.

The City Council will be holding the City's second official public hearing for the redistricting process, including a description of the available mapping tools and the map submittal deadlines, as part of the regular Council meeting on Sept. 20.

Background Discussion:

On July 19, 2021, the Council directed staff to ask the Measure N Committee to assist with Redistricting outreach for the Redistricting process. (Copy of staff report attached).

While there is an option to appoint a Redistricting Commission, in the case of a true Commission, a

recruitment would be needed, and an effort to ensure at least geographic, ethnic and gender diversity would have been part of the appointment process consideration. A Commission is not a requirement, but an option.

The census data is approximately 6 months late in being released, and in is still not available in the detail required to provide sufficient precinct data to California communities so that Redistricting maps can be developed. The recruitment and appointment of a Commission can be time consuming. In light of this, it seemed more prudent in the time available to focus on community outreach and broader community participation in the process rather than focusing on a single Commission. The Council used the broad outreach in the original districting process in 2015 and had more than 15 maps submitted. Council provided direction on July 19 to not proceed with a formal commission, but instead directed that the Measure N Committee be asked to participate in the public outreach effort for public participation. That meeting has now been held.

However, some Measure N Committee members requested clarification as to whether the Committee as a whole is being asked to be further involved in the process by developing its own map development, reviewing publicly submitted maps, and making a recommendation to the Council. While staff believes, based on the action taken by Council in July (see attached) that it was not the direction to have a single entity charged with those tasks, it was also Council's desire to have broad based participation. Hence, staff is recommending that it be clarified that while no committee or commission is being specifically charged with reviewing or preparing maps to recommend to council, any of the Council's Commissions and Committees are welcome to participate as they may see fit. If a Commission/Committee elects to present a map, or review and recommend a map, the Commission or Committee will need to do that in accordance with the Brown Act. Staff is prepared to assist the Committees and Commissions in meeting and discussing this item. In doing so, the Committees and Commissions will have the same tools available to them as are being provided to the public at large.

Fiscal Impact:

Nominal. There may be some additional staff work if the Commissions/Committees choose to have additional meetings to be involved in the process.

Prior Council Action: July 19, 2021 - Council authorized the hiring of a consultant and specialized legal counsel, approved a basic process and requested the Measure N Committee to assist with outreach in the redistricting process.

Recommended Motion (and Alternative Motions if expected):

I move to accept the staff report and confirm council direction regarding participation in the redistricting process by the City's Commissions and Committees.

Attachments: None



City of Visalia

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

Staff Report

File #: 21-0446

Agenda Date: 9/7/2021

Agenda #: 12.

Agenda Item Wording:

Adopt Resolution 2021-47, a resolution to summarily vacate and to authorize the transfer of excess right of way along Pinkham Street near East Seeger Avenue.

Deadline for Action: 9/7/2021

Submitting Department: Community Development

Contact Name and Phone Number: Jim Koontz, Assistant City Attorney, 372-2400

Department Recommendation: Adopt Resolution 2021-47, a resolution to summarily vacate and to authorize the transfer of excess right of way along Pinkham Street near East Seeger Avenue.

Background Discussion:

This action is being taken to correct what appears to have been a mistake made in a legal description of property provided to the City of Visalia in 1988 for road right of way. The 1988 deed grants the City thirty feet west from the section line, which is the eastern boundary of the residential property, for the construction of the western half of Pinkham Street. However, the center line of Pinkham is not the section line, the center line is located to the east of the section line. This apparent mistake has resulted in the City having an interest in a portion of the adjacent residential property's front yard. Pinkham has been completed in front of this residence for many years and the City has no need for the excess area. City staff previously discovered and corrected a similar issue on property to the south of this location in 2019.

The attached resolution vacates the City's interest in the area that the City does not need and has never used. It also authorizes the City Manager to return the portion of the property that was unnecessarily provided to the City.

The property is located at 2211 S. Pinkham Street. The legal description of the parcel is based on the section line and the parcel does not extend east of the section line. As shown in the attached aerial photograph overlaid with the property boundaries, the section line is in Pinkham Street but it is not the center of the street. The 1988 deed provided the City with thirty feet from the section line. The City only needed thirty feet from the center line of Pinkham for the build out of facilities, it appears that when the City was deeded this area the section line was mistakenly treated as the middle of the street. The excess area was not necessary for street construction or other public utilities. It has never been used by the City or any other public utilities and has remained under the use and control of the adjacent owner. The proposed action is to clarify the property records. It should be noted that this is not a sale of City property, it is an abandonment and transfer of an area that has been shown to be unnecessary to the City for street usage.

When the subject property was deeded to the City the area was primarily rural and on the edge of City boundaries. Now the surrounding area has developed with subdivisions to the north and south. Annie R. Mitchell Elementary School was built to the east. A subdivision immediately behind this property was planned in the early 2000's and is now being built. This subdivision also made an error in locating the centerline of Pinkham which has led to separate conflicts between the developer and the two existing residential property owners in front of the subdivision. These disputes deal with the proper location of the western property boundary of the older residential lots.

The right of way abandonment would not include the existing street, sidewalk, curb, or gutter. It would only abandon the area outside what is needed by the City for Pinkham Street.

Fiscal Impact:

None likely no need for the excess street area has been shown and it has never been utilized by the City.

Prior Council Action: 11/18/2019 - Adopted Resolution 2019-059, a resolution summarily vacating and authorizing the transfer of similar situation property south of East Seeger Avenue.

Other:

Alternatives: No action would retain the property. This is not recommended since the City has no need for this area and has never utilized it.

Recommended Motion (and Alternative Motions if expected):

I move to adopt Resolution 2021-47 vacating and abandoning the City's interest in the specified area and authorize the City Manager to transfer the property that is not needed and has never been used for municipal purposes back to the adjacent property owner. **..end**

Environmental Assessment Status: Not applicable to the proposed action

CEQA Review: Not applicable to this action.

Attachments: Resolution, Legal Description of Property to be Vacated, and Aerial Photograph of the Property.

RESOLUTION NO. 2021 - _____

RESOLUTION ORDERING THE
SUMMARY VACATION, ABANDONMENT, AND TRANSFER
OF EXCESS PROPERTY IN THE AREA OF
SOUTH PINKHAM STREET AND EAST SEEGER AVENUE

WHEREAS, the City of Visalia, State of California, has excess right of way in the vicinity of South Pinkham Street and East Seeger Avenue that it has not used for street or highway purposes in excess for five consecutive years preceding this proposed abandonment and has been determined to excess of what is considered necessary for street or highway purposes; and

WHEREAS, the City Council of the City of Visalia may vacate all or part of a street, highway, or public service easement pursuant to the Public Streets, Highways, and Service Easements Vacation Law (State of California Streets & Highways Code, § 8300 et seq.); and

WHEREAS, the summary vacation proceedings are to be conducted pursuant to the provisions stated in § 8330 – 8336, Chapter 4 of Part 3, Division 9, entitled “Summary Vacation,” of the State of California Streets & Highways Code; and

WHEREAS, the summary vacation requirement for a public street has been met, pursuant to section 8333 subsections (a) and (c) of the California Streets & Highways Code; and

WHEREAS, a legal description and diagram of the area to be vacated are attached hereto as Exhibits “A” and “B” and made a part hereof by reference; and

WHEREAS, this area was granted to the City of Visalia and thereafter dedicated by the City for a public purpose, street right of way, which the City of Visalia has determined does not exist over this area, the area has never been used for such needs by the City of Visalia, there are no current or planned public improvements for this excess right of way, there are no publicly owned improvements in this excess right of way, no known public utilities, and no plans that would require this area for such uses; and

WHEREAS, since the City has no need for the excess property it is hereby stating its intent to authorize the transfer of the excess property returned to the current owner of the adjacent parcel, since the excess property has been maintained and used by the adjacent parcel at all times since it was deeded to the City.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Council of the City of Visalia, pursuant to its authority under the Visalia City and the provisions stated in section 8330 through section 8336, Chapter 4 of Part 3, Division 9, entitled “Summary Vacation,” of the State of California Streets & Highways Code hereby orders the summary vacation and abandonment of the excess right of way to the north of the intersection of Seeger Avenue and Pinkham Street as described and shown in Exhibits “A” and “B” which are attached hereto and made a part hereof.

2. A public hearing is not required in this instance and the use of a summary proceeding is allowed for the vacation of this public street under California Streets and Highways Code section 8333(a) since the excess right of way has not been used for the municipal purpose that it was acquired, or any municipal purpose for more than five consecutive prior years preceding this resolution, and under California Streets and Highways Code section 8333(c), that the property to be vacated has been determined to be in excess of that required for the street improvements and there are no public facilities in the excess area.

3. The vacation and abandonment of the street shall become effective the date this Resolution is recorded and that from and after the date this resolution is recorded the identified portion is vacated and no longer constitutes a street, highway, or public service easement.

4. The City Manager is hereby authorized to transfer the excess property to the adjacent owner.

PASSED AND ADOPTED: _____, 2021

CITY CLERK

STATE OF CALIFORNIA)
 COUNTY OF TULARE) ss.
 CITY OF VISALIA)

I, _____, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2021-__ passed and adopted by the Council of the City of Visalia at a regular meeting held on _____, 2021.

Dated: _____

CITY CLERK

 By Michelle E. Nicholson, Chief Deputy City Clerk

Exhibit A

That portion of the East half of the Northwest quarter of Section 4, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California, described as follows;

Commencing at the Northeast corner of said Northwest quarter, thence South 1° 30' 43" West along the east line of said Northwest quarter, 712.25 feet to the intersection with the easterly prolongation of the north line of the Parcel described in the Grant Deed recorded July 17, 1998 as Document No. 1998-0050461, Official Record of Tulare County;

Thence North 89°10'00" West along the easterly prolongation of said north line, 10.83 feet to the True Point of Beginning;

Thence South 0° 07' 22" West, 23.85 feet;

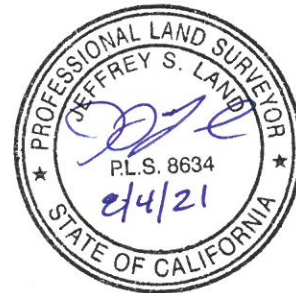
Thence South 0° 48' 31" West, 51.15 feet to the easterly prolongation of the south line of the Parcel described in said Grant Deed;

Thence North 89°10'00" West along the easterly prolongation of said south line, 20.38 feet to the westerly right of way of Pinkham Street per the Grant Deed recorded May 9, 1988 as Document No. 1988-0023578 Official Records of Tulare County;

Thence North 1° 30' 43" East along said right of way, 75.00 feet to the easterly prolongation of said north line;

Thence South 89°10'00" East along the easterly prolongation of said north line, 19.18 feet to the True Point of Beginning.

See Exhibit B attached hereto and by this reference made part hereof



PLUM ORCHARD III SUB.
R.M. 31-55 T.C.R.

PLUM ORCHARD FOUR
R.M. 31-87 T.C.R.

P.O.C.
NORTH 1/4 CORNER,
SEC. 4-19/25

S1°30'43"W
712.25'
SECTION LINE

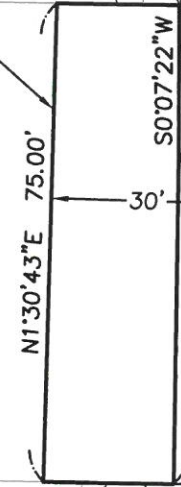
T.P.O.B.

S89°10'00"E
19.18'

N89°10'00"W
10.83'

R/W PER DOC NO.
1988-0023578 O.R.T.C.

DOC. NO. 1988-0050461 O.R.T.C.



CL PER R.M. 43/1 T.C.R.

PINKHAM RANCH
R.M. 43-1 T.C.R.

18


2

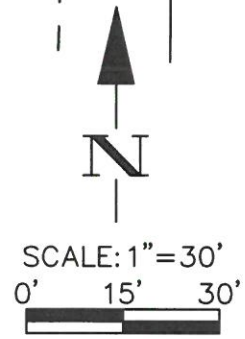
1

N89°10'00"W
20.38'

LOT A
R/W

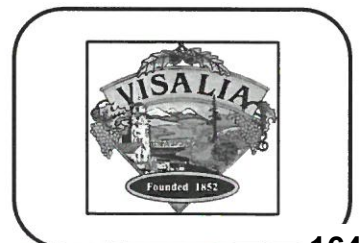
LEGEND

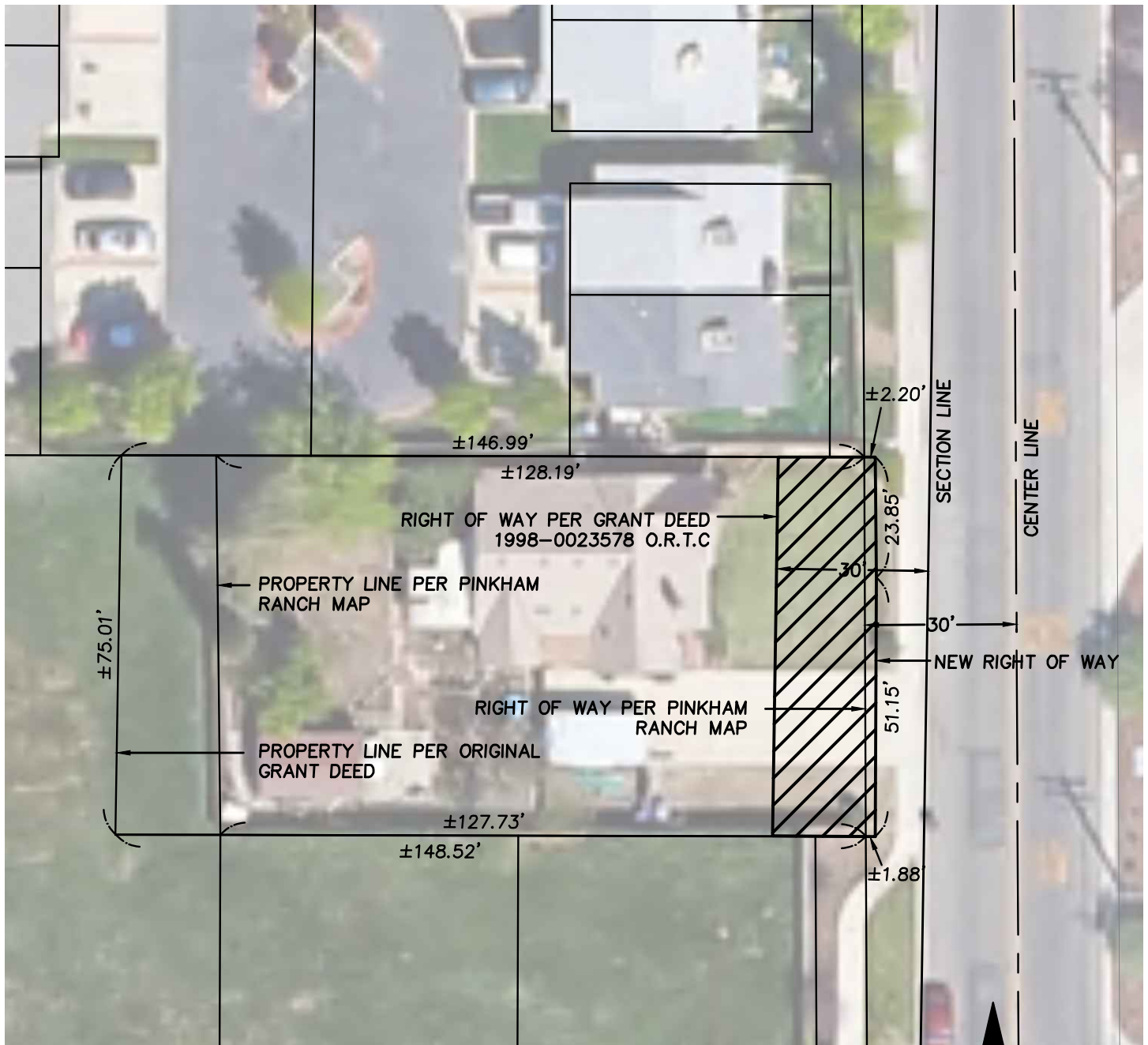
-  INDICATES RIGHT OF WAY TO BE ABANDONED ±1,491 SQ. FT.
- R.M. RECORD MAPS
- T.C.R. TULARE COUNTY RECORDS
- O.R.T.C. OFFICIAL RECORDS TULARE COUNTY
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT OF WAY



DATE:	8/4/21
JOB NO.:	DEV
DRAWN BY:	J.L.
SCALE:	1"=30'
SHEET NO.:	EXHIBIT B

DESCRIPTION:	RIGHT OF WAY ABANDONMENT NW 1/4 SEC. 4-19/25
TITLE:	EXHIBIT "B"





SCALE: 1" = 30'
 0' 15' 30'

DATE:	8/3/21
JOB NO.:	DEV
DRAWN BY:	J.L.
SCALE:	1"=30'
SHEET NO.:	EXHIBIT B

DESCRIPTION:
RIGHT OF WAY ABANDONMENT
 NW 1/4 SEC. 4-19/25

TITLE:
EXHIBIT "B"





City of Visalia

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

Staff Report

File #: 21-0493

Agenda Date: 9/7/2021

Agenda #: 13.

Agenda Item Wording:

Approve the Council subcommittee recommendation to appoint Edgardo Monroy to the Parks and Recreation Commission for a two-year term through June 30, 2023.

Deadline for Action: 9/7/2021

Submitting Department: Administration

Contact Name and Phone Number: Mayor Steve Nelsen, 713-4400 ext 7313 Councilmember Brett Taylor; 713-4400 ext 2313

Department Recommendation:

It is recommended that the Visalia City Council approve the City Council subcommittee's recommendation to appoint Edgardo Monroy to the Parks and Recreation Commission for a two-year term expiring June 30, 2023.

Background Discussion:

At the June 21, 2021 Council meeting the subcommittee recommended to appoint Veronica Barajas, Trinity Taylor, and Samantha Wagner to fill the three vacancies on the Parks and Recreation Commission.

Staff followed up with the successful applicants via phone, voicemail, email, and U.S. Postal service mail. Trinity Taylor did not respond to any of the initial contacts, nor the second and third attempts. Currently there is a vacancy on the Parks and Recreation Commission.

Edgardo Monroy was among the top five applicants the subcommittee brought forward to Council for consideration and appointment. Staff has confirmed Mr. Monroy is still interested and able to serve on the Parks and Recreation Commission.

Fiscal Impact:

None

Prior Council Action : June 21, 2021 - Council appointed Veronica Barajas, Trinity Taylor and Samantha Wagner to the Parks and Recreation Commission. April
19, 2021 - Council approved the Sub-Committee recommendations related to Commissions
April 5, 2021 - Council provided direction to staff and appointed a subcommittee comprised of Mayor Steve Nelsen and Council Member Brett Taylor to work with staff on the development recommendations to the Committee and Commission process for Council consideration.

Alternatives: To not approve the City Council subcommittee's recommendation to appoint Edgardo Monroy to the Parks and Recreation Commission. Direct staff to begin a new recruitment for the Parks and Recreation Commission vacancy.

Recommended Motion (and Alternative Motions if expected):

To approve the City Council subcommittees recommendation to appoint Edgardo Monroy to the Parks and Recreation Commission for a two-year term through June 30, 2023.

CEQA Review: N/A

Attachments: Edgardo Monroy application



City Clerk - Application for Appointment to City Board, Committee or Commission [Request Id: 262647]

◆ Subject Location

Street Info:
City / Zip

◆ Citizen Contact Information

Citizen Name: Mr. Edgardo Monroy
Email: edgardo.monroy@outlook.com
Phone1 / Phone2: (831) 566-5213 / na
Address: 5810 W Evergreen Ct
City, Zip: Visalia, CA 93277

◆ Request Details [Information provided by Citizen]

Please review the following handbook:

How many years of being a Visalia Resident?:

Will be 4 years in August of 2020

Are you a Visalia Registered Voter?:

Yes

List any training and/or experience:

I am currently a member of the Leadership Visalia program and over the past 9 months have had the opportunity to participate in several day sessions that included presentations and discussions with local leaders from government, business, healthcare, and education industries. We had the opportunity to meet with City of Visalia staff from the parks and recreation department to tour local parks and review the recreation guide and learn about the planning process. In addition, one of our day sessions included discussions with representatives of the planning department and were able to engage in conversations about the general plan.

Education-school, major, graduation date & degree:

Master of Business Administration, California State University Monterey Bay

Additional skills and/or interests:

I play soccer 2 times per week at the River Way Sports Park. I play soccer in the all men's league on Wednesdays and Fridays as well as the Co-ed league on Sundays. I have also coached AYSO soccer (4 and 5 year olds) for the past 2 seasons and hope to continue to support both my children in sports as well as other kids in our community.

Community activities in which you are involved:

Visalia County Center Rotary Club, Visalia, CA. Club Member June 2018 - Present Community Outreach Fundraising Linwood Elementary School, Visalia, CA. School Site Council Member – 2018 - 2020 School Year Develop/Assess School Improvement Program Budget Review of Categorical Funds Community Health Center Board, Visalia, CA. Board Member – September 2019- Present Provide feedback to planning of clinic programs Budget review of revenue sources Kaweah Delta Community Relations Committee, Visalia, CA. Committee Member – January 2020 - Present Provide feedback regarding hospital community engagement Leadership Visalia – Visalia Chamber of Commerce, Visalia, CA. Member – September 2019 - May 2020 Leadership development Project Lead for Buddy Bench Project Fundraising

Service on a City Board, Committee or Commission:

Chief Program Officer

Present Occupation:

Name of Employer:

Family Services of Tulare County

Handwritten signature and initials
168

Work Address:	401 N Church St
Work Phone Number:	(559) 732-1970
Potential Conflicts:	No
If Yes, explain in detail any potential conflicts:	
First Choice for City Board/Committee/Commission:	Parks & Recreation Commission
Applicable qualifications and experience:	I have served on several committees in the past and understand the process of research, planning, and productive dialogue. I am familiar with concept of committees and governing by-laws. Skills: Grant Writing Budget Development Strategic Planing Program Development Advocacy and Leadership
Goals for this appointment:	To be engaged and to provide reflective and responsible input to planning and decision making. Planning Commission
Second Choice for City Board/Committee/Commission:	
Applicable qualifications and experience:	I have served on several committees in the past and understand the process of research, planning, and productive dialogue. I am familiar with concept of committees and governing by-laws. Skills: Grant Writing Budget Development Strategic Planing Program Development Advocacy and Leadership
Goals for this appointment:	To be engaged and to provide reflective and responsible input to planning and decision making. Citizen
Third Choice for Board/Committee/Commission:	
Applicable qualifications and experience:	I have served on several committees in the past and understand the process of research, planning, and productive dialogue. I am familiar with concept of committees and governing by-laws. Skills: Grant Writing Budget Development Strategic Planing Program Development Advocacy and Leadership
Goals for this appointment:	To be engaged and to provide reflective and responsible input to planning and decision making.
Agree or Not Agree:	Agree
Resume:	View Attachment
Male or Female:	Male
Ethnic Category:	Hispanic - includes Mexican, Chicano, Latino, and all persons of Puerto Rican, Cuban Central, South American or Spanish descent.

◆ Staff Request Admin		
Request ID:	262647	Priority: Normal
Received/Entered:	5/29/2020 10:07:08 AM	Status: Received
Target Complete Date:	6/2/2020 10:07:08 AM	Color
Actual Complete Date:		Flag:
Request Source:	Internet (N)	
Original Assigned Staff:	Gorelik, Ilya Rouse, Kathy Ruiz, Gladys	

◆ Staff / Citizen Action Log	
No Staff/Citizen Actions have been added	



City of Visalia

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

Staff Report

File #: 21-0495

Agenda Date: 9/7/2021

Agenda #: 14.

Agenda Item Wording:

Adopt the revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia.

Deadline for Action: 9/7/2021

Submitting Department: Administration

Contact Name and Phone Number: Diane Davis, 713-4575

Department Recommendation:

Adopt the revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia.

Background Discussion:

CalPERS requires salary schedules be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws. The City Manager and City Council salaries must also be included in the publicly available salary schedule.

During recent negotiations with City employee bargaining groups, Council approved a 4% salary increase for all classifications effective in fiscal year 2021/2022. The City Manager and City Council are not part of a bargaining group. The City Manager salary is established by contract approved by City Council. A new City Manager was appointed effective September 4, 2021 and an employment agreement was approved with salary terms established. City Council salaries and the formula for salary increases are set by Municipal Code and are only modified at the beginning of a new term of office. City Council salaries were last modified in November 2020 for those newly elected Council members.

The attached revised salary schedule reflects the increases noted above. Any City Manager approved classification changes made throughout the year due to the addition or reclassification of positions are included as well. Staff requests Council adoption of this document.

Fiscal Impact:

There is no further fiscal impact associated with adopting this document.

Prior Council Action: n/a

Other: n/a

Alternatives: n/a

Recommended Motion (and Alternative Motions if expected):

I move to adopt the attached revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia.

Environmental Assessment Status: n/a

CEQA Review: n/a

Attachments: Full-time Salary Schedule (Job Classifications and Salary Ranges)

CITY OF VISALIA
JOB CLASSIFICATIONS AND SALARY RANGES
FY 2021-2022
Citywide Classification by Monthly Salary

BARGAIN UNIT	FLSA STATUS ¹	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
M	NE	31495	MAINTENANCE SERVICE WORKER	130.3	2909.19	3657.32
M	NE	31960	WASTE WATER TREATMENT PLANT OPERATOR TRAINEE	130.3	2909.19	3657.32
M	NE	31445	LEAD CUSTODIAL SERVICE WORKER	142.3	3279.91	4123.37
M	NE	31510	OFFICE ASSISTANT	142.3	3279.91	4123.37
M	NE	31540	PARKING ENFORCEMENT OFFICER	142.3	3279.91	4123.37
M	NE	31595	POLICE RECORDS SPECIALIST	142.3	3279.91	4123.37
M	NE	31053	ANIMAL CARE WORKER	147.3	3447.98	4334.67
M	NE	31490	MAINTENANCE MECHANIC ASSISTANT	147.3	3447.98	4334.67
M	NE	31535	PARK MAINTENANCE WORKER	147.3	3447.98	4334.67
M	NE	31885	STREET MAINTENANCE WORKER	147.3	3447.98	4334.67
M	NE	31915	TRAFFIC SAFETY WORKER	147.3	3447.98	4334.67
M	NE	31935	WASTE WATER MAINTENANCE WORKER	147.3	3447.98	4334.67
M	NE	31175	COMMUNITY SERVICE OFFICER	149.2	3514.09	4417.77
	NE	31929	VEHICLE ABATEMENT OFFICER (CONTRACT)	149.2	3514.09	4417.77
M	NE	31055	ANIMAL CONTROL OFFICER	149.2	3514.09	4417.77
M	NE	31001	ACCOUNTING ASSISTANT	154.2	3694.17	4644.16
M	NE	31233	COMMUNITY OUTREACH COORDINATOR	154.2	3694.17	4644.16
M	NE	31615	POLICE TECHNICIAN	154.2	3694.17	4644.16
M	NE	31742	SENIOR ANIMAL CONTROL OFFICER	154.2	3694.17	4644.16
M	NE	31795	SENIOR OFFICE ASSISTANT	154.2	3694.17	4644.16
M	NE	31820	SENIOR POLICE RECORDS SPECIALIST	154.2	3694.17	4644.16
M	NE	31060	ASSISTANT COMMUNICATIONS OPERATOR	157.2	3806.61	4785.52
M	NE	31025	ADMINISTRATIVE ASSISTANT	159.2	3883.47	4882.15
M	NE	31050	AIRPORT MAINTENANCE WORKER	159.2	3883.47	4882.15
M	NE	31046	AIRPORT OPERATIONS WORKER	159.2	3883.47	4882.15
M	NE	31302	EQUIPMENT MECHANIC TRAINEE	159.2	3883.47	4882.15
M	NE	31855	SOLID WASTE DELIVERY & MAINTENANCE WORKER	159.2	3883.47	4882.15
M	NE	31865	SOLID WASTE OPERATOR	159.2	3883.47	4882.15
CONF	NE	20025	ADMINISTRATIVE ASSISTANT (Confidential)	160.9	3950.02	4965.81
M	NE	31190	COMPUTER TECHNICIAN	162.2	4001.68	5030.76
M	NE	31950	WASTE WATER TREATMENT PLANT OPERATOR I	162.2	4001.68	5030.76
M	NE	31224	CRIME ANALYSIS TECHNICIAN	164.2	4082.48	5132.33
M	NE	31280	DUTY OFFICER	164.2	4082.48	5132.33
M	NE	31410	INVESTIGATION TECHNICIAN	164.2	4082.48	5132.33
M	NE	31730	SENIOR ACCOUNTING ASSISTANT	164.2	4082.48	5132.33
M	NE	31740	SENIOR ADMINISTRATIVE ASSISTANT	164.2	4082.48	5132.33
CONF	NE	20740	SENIOR ADMINISTRATIVE ASSISTANT (Confidential)	165.9	4152.44	5220.28

BARGAIN UNIT	FLSA STATUS ¹	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
M	NE	31255	DIGITAL EVIDENCE TECHNICIAN	166.2	4164.91	5235.96
M	NE	31455	LEAD POLICE RECORDS SPECIALIST	166.2	4164.91	5235.96
M	NE	31825	SENIOR POLICE TECHNICIAN	166.2	4164.91	5235.96
M	NE	31115	BUILDING MAINTENANCE TECHNICIAN	167.2	4206.75	5288.56
M	NE	31405	INDUSTRIAL WASTE INSPECTOR	167.2	4206.75	5288.56
M	NE	31428	LANDSCAPE INSPECTOR	167.2	4206.75	5288.56
M	NE	31530	PARK MAINTENANCE TECHNICIAN	167.2	4206.75	5288.56
M	NE	31741	SENIOR AIRPORT OPERATIONS WORKER	167.2	4206.75	5288.56
M	NE	31744	SENIOR BUILDING MAINTENANCE WORKER	167.2	4206.75	5288.56
M	NE	31805	SENIOR PARK MAINTENANCE WORKER	167.2	4206.75	5288.56
M	NE	31835	SENIOR STREET MAINTENANCE WORKER	167.2	4206.75	5288.56
M	NE	31840	SENIOR TRAFFIC SAFETY WORKER	167.2	4206.75	5288.56
M	NE	31845	SENIOR WASTE WATER MAINTENANCE WORKER	167.2	4206.75	5288.56
M	NE	31860	SOLID WASTE EQUIPMENT SERVICE WORKER	167.2	4206.75	5288.56
M	NE	31953	WASTE WATER TREATMENT PLANT OPERATOR II	167.2	4206.75	5288.56
G	NE	51340	FIREFIGHTER TRAINEE	168.0	4240.52	5331.01
G	NE	51350	FIREFIGHTER PARAMEDIC TRAINEE	168.0	4240.52	5331.01
M	NE	31010	ACCOUNTING TECHNICIAN	169.2	4291.69	5395.34
M	NE	31040	ADMINISTRATIVE SERVICES TECHNICIAN	169.2	4291.69	5395.34
M	NE	31035	ADMINISTRATIVE TECHNICIAN	169.2	4291.69	5395.34
M	NE	31130	C.A.D. TECHNICIAN	169.2	4291.69	5395.34
M	NE	31160	COMMUNICATIONS OPERATOR	169.2	4291.69	5395.34
M	NE	31300	EQUIPMENT MECHANIC	169.2	4291.69	5395.34
M	NE	31305	EVENTS COORDINATOR	169.2	4291.69	5395.34
M	NE	31380	HEAVY EQUIPMENT OPERATOR	169.2	4291.69	5395.34
M	NE	31480	MAINTENANCE ELECTRICIAN	169.2	4291.69	5395.34
M	NE	31485	MAINTENANCE MECHANIC	169.2	4291.69	5395.34
G	NE	31522	PARAMEDIC	169.2	4291.69	5395.34
M	E	31715	SALES REPRESENTATIVE	169.2	4291.69	5395.34
M	NE	31910	TRAFFIC ENGINEERING SPECIALIST	169.2	4291.69	5395.34
M	NE	31918	TRAFFIC SIGNAL TECHNICIAN	169.2	4291.69	5395.34
M	NE	31460	LEAD SOLID WASTE OPERATOR	172.1	4417.91	5554.01
M	NE	31470	LEAD STREET MAINTENANCE WORKER	172.1	4417.91	5554.01
M	NE	31955	WASTE WATER TREATMENT PLANT OPERATOR III	172.1	4417.91	5554.01
E	NE	30020	ADMINISTRATIVE ANALYST	173.8	4493.61	5649.19
M	NE	31135	CODE ENFORCEMENT TECHNICIAN	174.1	4507.11	5666.16
M	NE	31195	CONSERVATION TECHNICIAN	174.1	4507.11	5666.16
M	NE	31430	LANDSCAPE AND IRRIGATION TECHNICIAN	174.1	4507.11	5666.16
M	NE	31444	LEAD CONVENTION CENTER TECHNICIAN	174.1	4507.11	5666.16
M	NE	31525	PARK RANGER	174.1	4507.11	5666.16
M	NE	31544	PERMIT TECHNICIAN	174.1	4507.11	5666.16
M	NE	31555	PLANNING TECHNICIAN	174.1	4507.11	5666.16
M	NE	31710	REVENUE & CODE COMPLIANCE SPECIALIST	174.1	4507.11	5666.16
M	NE	31745	SENIOR BUILDING MAINTENANCE TECHNICIAN	174.1	4507.11	5666.16
M	NE	31780	SENIOR INDUSTRIAL WASTE WATER INSPECTOR	174.1	4507.11	5666.16
M	NE	31790	SENIOR MAINTENANCE MECHANIC	174.1	4507.11	5666.16
M	NE	31800	SENIOR PARK MAINTENANCE TECHNICIAN	174.1	4507.11	5666.16
E	E	30680	RECREATION COORDINATOR	175.8	4584.34	5763.26

BARGAIN UNIT	FLSA STATUS ¹	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
M	NE	31295	ENGINEERING TECHNICIAN	176.1	4598.11	5780.56
M	NE	31541	PAYROLL SPECIALIST	176.1	4598.11	5780.56
M	NE	31635	PUBLIC WORKS INSPECTOR	176.1	4598.11	5780.56
M	NE	31560	POLICE OFFICER RECRUIT	179.1	4738.07	5956.52
M	NE	31750	SENIOR COMMUNICATION OPERATOR	179.1	4738.07	5956.52
M	NE	31310	FACILITIES SERVICES TECHNICIAN	181.1	4833.74	6076.79
M	NE	31475	LEAD WASTE WATER MAINTENANCE TECHNICIAN	181.1	4833.74	6076.79
M	NE	31505	MECHANIC / WELDER	181.1	4833.74	6076.79
M	NE	31765	SENIOR EQUIPMENT MECHANIC	181.1	4833.74	6076.79
M	NE	31785	SENIOR MAINTENANCE ELECTRICIAN	181.1	4833.74	6076.79
M	NE	31842	SENIOR TRAFFIC SIGNAL TECHNICIAN	181.1	4833.74	6076.79
M	NE	31746	SENIOR C.A.D. TECHNICIAN	182.1	4882.30	6137.83
M	NE	31760	SENIOR ENGINEERING TECHNICIAN	182.1	4882.30	6137.83
M	NE	31453	LEAD EQUIPMENT MECHANIC	183.1	4931.34	6199.48
M	NE	31850	SENIOR WASTE WATER TREATMENT PLANT OPERATOR	184.1	4980.88	6261.76
E	NE	30080	ASSISTANT PLANNER	184.7	5010.84	6299.42
M	NE	31105	BUILDING INSPECTOR	185.1	5030.91	6324.66
M	NE	31340	FIRE PREVENTION INSPECTOR	185.1	5030.91	6324.66
M	NE	31545	PLAN CHECKER	185.1	5030.91	6324.66
CONF	E	20430	HUMAN RESOURCES ANALYST	186.7	5112.01	6426.62
E	NE	30575	POLICE SPECIALIST	186.7	5112.01	6426.62
E	NE	30735	SENIOR ADMINISTRATIVE ANALYST	186.7	5112.01	6426.62
E	NE	30665	PRETREATMENT PROGRAM COORDINATOR	186.7	5112.01	6426.62
E	E	30455	INFORMATION SERVICES SPECIALIST	187.0	5127.36	6445.91
M	NE	31815	SENIOR PAYROLL SPECIALIST	187.0	5127.36	6445.91
M	NE	31477	LEAD WASTEWATER TREATMENT PLANT OPERATOR	189.1	5236.12	6582.64
M	NE	31830	SENIOR PUBLIC WORKS INSPECTOR	192.1	5395.50	6783.01
E	E	30170	COMMUNICATIONS SUPERVISOR	192.7	5427.96	6823.81
E	E	30210	CONV CENTER OPERATIONS SUPERVISOR	192.7	5427.96	6823.81
E	NE	30345	FLEET MAINTENANCE SUPERVISOR	192.7	5427.96	6823.81
E	NE	30525	PARK MAINTENANCE SUPERVISOR	192.7	5427.96	6823.81
E	NE	30925	PARKS & URBAN FORESTRY SUPERVISOR	192.7	5427.96	6823.81
E	E	30670	POLICE RECORDS SUPERVISOR	192.7	5427.96	6823.81
E	E	30700	RECREATION SUPERVISOR	192.7	5427.96	6823.81
E	E	30720	SALES SUPERVISOR	192.7	5427.96	6823.81
E	NE	30875	SOLID WASTE SUPERVISOR	192.7	5427.96	6823.81
E	NE	30882	STREET MAINTENANCE & TRAFFIC CONTROL SUPERVISOR	192.7	5427.96	6823.81
E	NE	30935	WASTEWATER COLLECTIONS SUPERVISOR	192.7	5427.96	6823.81
E	NE	30940	WASTEWATER TREATMENT PLANT MAINT SUPERVISOR	192.7	5427.96	6823.81
E	NE	30945	WASTEWATER TREATMENT PLANT OPERATIONS SUPERVISOR	192.7	5427.96	6823.81
E	NE	30430	IDENTIFICATION TECHNICIAN	193.7	5482.48	6892.36
E	NE	30560	PLANS EXAMINER	194.7	5537.55	6961.59
M	NE	31140	COMBINED BUILDING INSPECTOR	195.0	5554.18	6982.50

BARGAIN UNIT	FLSA STATUS ¹	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
E	E	30051	ANIMAL SERVICES SUPERINTENDENT	196.7	5649.36	7102.15
E	E	30295	FACILITIES MAINTENANCE SUPERINTENDENT	196.7	5649.36	7102.15
G	NE	51335	FIREFIGHTER	NR	5718.40	7175.24
M	NE	31748	SENIOR COMBINED BUILDING INSPECTOR	201.0	5897.46	7414.05
M	NE	31775	SENIOR FIRE PREVENTION INSPECTOR	201.0	5897.46	7414.05
E	NE	30820	SENIOR IDENTIFICATION TECHNICIAN	201.6	5932.93	7458.64
E	E	30810	SENIOR PLANS EXAMINER	202.6	5992.53	7533.57
B	NE	41585	POLICE OFFICER	NR	6083.11	7605.43
E	E	30065	ASSISTANT ENGINEER	204.6	6113.52	7685.68
E	NE	30090	ASSOCIATE PLANNER	204.6	6113.52	7685.68
G	NE	51345	FIREFIGHTER / PARAMEDIC	NR	6290.22	7892.76
G	NE	51330	FIRE ENGINEER	NR	6311.05	7920.55
E	NE	30890	SUPERVISING IDENTIFICATION TECHNICIAN	208.3	6343.84	7975.23
B	NE	41565	POLICE AGENT	NR	6561.56	8190.08
G	NE	51333	FIRE ENGINEER - PARAMEDIC	NR	6626.63	8316.58
CONF	E	20300	COMMUNICATIONS MANAGER	213.6	6688.96	8409.09
E	E	30310	FINANCIAL ANALYST	213.6	6688.96	8409.09
E	E	30375	GIS ANALYST	213.6	6688.96	8409.09
E	E	30400	HOUSING SPECIALIST	213.6	6688.96	8409.09
E	E	30450	INFORMATION SYSTEMS ANALYST	213.6	6688.96	8409.09
E	E	30500	MANAGEMENT ANALYST	213.6	6688.96	8409.09
E	E	30928	WATER RESOURCES ANALYST	213.6	6688.96	8409.09
CONF	E	20250	CHIEF DEPUTY CITY CLERK	215.6	6824.02	8578.88
CONF	E	20500	MANAGEMENT ANALYST - HR / RISK	215.6	6824.02	8578.88
E	E	30085	ASSOCIATE ENGINEER	216.6	6892.56	8665.06
E	E	30815	SENIOR PLANNER	216.6	6892.56	8665.06
E	E	30150	CIVIL ENGINEER	221.5	7238.53	9100.00
E	E	30320	FIRE MARSHAL	221.5	7238.53	9100.00
E	E	30360	GIS SUPERVISOR	221.5	7238.53	9100.00
E	E	30025	ADMINISTRATIVE SERVICES MANAGER	222.6	7318.56	9200.60
E	E	30405	INFORMATION SECURITY ANALYST	222.6	7318.56	9200.60
E	E	30600	POLICE SUPPORT SERVICES MANAGER	222.6	7318.56	9200.60
E	E	30685	RECREATION MANAGER	222.6	7318.56	9200.60
E	E	30955	WASTEWATER TREATMENT PLANT SUPERINTENDENT	222.6	7318.56	9200.60
G	NE	50315	FIRE CAPTAIN	NR	7380.88	9278.39
A	NE	40600	POLICE SERGEANT	NR	7738.39	9661.52
G	NE	50320	FIRE CAPTAIN -PARAMEDIC	NR	7749.92	9742.29

BARGAIN UNIT	FLSA STATUS ¹	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
CONF	E	20410	FINANCE MANAGER	230.5	7919.86	9956.54
E	E	30035	AIRPORT MANAGER	231.5	7999.42	10056.55
E	E	30195	CONVENTION CENTER MANAGER	231.5	7999.42	10056.55
E	E	30275	ECONOMIC DEVELOPMENT MANAGER	231.5	7999.42	10056.55
E	E	30285	EMERGENCY MEDICAL SERVICES COORDINATOR	231.5	7999.42	10056.55
CONF	E	20435	HUMAN RESOURCES MANAGER	231.5	7999.42	10056.55
E	E	30785	INFORMATION SYSTEMS SUPERVISOR	231.5	7999.42	10056.55
CONF	E	20714	INSURANCE AND BENEFITS MANAGER	231.5	7999.42	10056.55
E	E	30520	NEIGHBORHOOD PRESERVATION MANAGER	231.5	7999.42	10056.55
E	E	30530	PARKS & FACILITIES MANAGER	231.5	7999.42	10056.55
E	E	30620	PRINCIPAL PLANNER	231.5	7999.42	10056.55
E	E	30623	PROFESSIONAL LAND SURVEYOR	231.5	7999.42	10056.55
E	E	30645	PUBLIC WORKS MANAGER	231.5	7999.42	10056.55
E	E	30740	SENIOR CIVIL ENGINEER	231.5	7999.42	10056.55
E	E	30920	TRANSIT MANAGER	231.5	7999.42	10056.55
E	E	30930	WATER RESOURCES MANAGER	231.5	7999.42	10056.55
E	E	30105	BUILDING OFFICIAL	239.5	8665.32	10893.69
E	E	30147	CITY PLANNER	239.5	8665.32	10893.69
CONF	E	20090	ASSISTANT FINANCE DIRECTOR	243.5	9018.78	11338.05
CONF	E	20145	FIRE BATTALION CHIEF	245.5	9200.88	11566.98
A	E	40580	POLICE LIEUTENANT	NR	9335.26	11675.58
E	E	30410	INFORMATION SERVICES MANAGER	247.5	9386.65	11800.53
CONF	E	40500	POLICE CAPTAIN	NR	10237.62	12872.59
CONF	E	20255	CITY ENGINEER	NR	10361.08	13025.50
DH	E	10175	COMMUNITY DEVELOPMENT DIRECTOR	265.4	11225.63	14112.41
DH	E	10205	COMMUNITY SERVICES DIRECTOR	265.4	11225.63	14112.41
DH	E	10330	GENERAL SERVICES DIRECTOR	265.4	11225.63	14112.41
DH	E	10320	FIRE CHIEF	NR	12886.17	14916.14
DH	E	10450	PUBLIC WORKS DIRECTOR	NR	13014.80	15055.25
DH	E	10310	FINANCE AND TECHNOLOGY SERVICES DIRECTOR	NR	13014.80	15055.25
DH	E	10575	CHIEF OF POLICE	NR	13449.44	15834.50
DH	E	10135	ASSISTANT CITY MANAGER	NR	14253.63	16142.08
n/a	E	02151	CITY MANAGER ²	NR	16949.17	17627.14
n/a	E	01230	CITY COUNCIL ³	NR	991.72	1031.52

FOOTNOTES

¹ FLSA Status: Non-exempt (NE) and Exempt (E)

² City Manager Salary set by contract approved by City Council

³ City Council Salary established by Visalia Municipal Ordinance Code Section 2.04.080



City of Visalia

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

Staff Report

File #: 21-0513

Agenda Date: 9/7/2021

Agenda #: 15.

Agenda Item Wording:

Authorization to execute a month-to-month lease agreement with the Arts Consortium for use of the Oval Park Service Center building at 808 N. Court.

Deadline for Action: 9/7/2021

Submitting Department: Administration

Contact Name and Phone Number: Devon Jones, 4190

Department Recommendation: That Council authorize staff to execute a month-to-month lease agreement between the Arts Consortium and the City of Visalia for the use of the Oval Service Center at Lincoln Oval Park for Arts Consortium programming and to serve as the Arts Consortium's temporary office location while Self Help Enterprises constructs the Lofts at Fort Visalia project where the Arts Consortium is to lease office space. The proposed rent is \$225 per month and the Arts Consortium would be responsible for all utilities and all maintenance issues other than broken windows since the City already handles that expense. The lease is being proposed on a month-to-month basis given the Tulare County Office of Education's (TCOE) Head Start project in the Oval Park has been identified by Council as a preferred project but is still awaiting full federal funding.

Background Discussion:

The City owns the Oval Service Center at 808 N. Court. The Service Center was last used in 2018 by the Tulare County Office of Education to operate their Home Base Program. Prior to that it was used by the Visalia Rescue Mission to provide services to the community. There are no building modifications planned other than replacing broken windows and conducting general cleanup and maintenance to ensure the facility is of good condition prior to Arts Consortium getting keys. The proposed rent is \$225 per month and the Arts Consortium will be responsible for all utilities and any maintenance issues. The Consortium understands that upon occupancy, any repairs, other than broken windows, would be their responsibility. Since the plan is to remove the building once TCOE begins its construction, it is not a building that the staff believes the City should put any additional money in to maintaining for a tenant. If something happens that renders the building uninhabitable for them, they will need to seek a different location.

As mentioned above, the Arts Consortium is in need of a temporary office location while Self Help Enterprises constructs the Lofts at Fort Visalia project where the Arts Consortium is to be an office tenant and provide arts programming. The lease is being proposed on a month-to-month basis given TCOE's Head Start project in the Oval Park has been identified by Council as a preferred project but is still awaiting full federal funding. When this Head Start project secures the federal funding necessary to proceed and if the Arts Consortium's office location is not ready at the Lofts at Fort Visalia, the Consortium understands they will need to find an alternate location.

Staff believes that it would be beneficial to have the building occupied by a responsible tenant until

TCOE is ready to proceed. An occupied building is less likely to incur trespassing, and more activity in any park is a good use of a public facility.

Fiscal Impact:

\$225 per month in lease revenue to the Parks Division and all utilities paid by the tenant.

Prior Council Action: 7.17.17 - authorized annual lease with TCOE at the Oval Service Center

Other: N/A

Alternatives: Do not authorize month-to-month lease agreement and direct staff to identify alternative locations for the Arts Consortium

Recommended Motion (and Alternative Motions if expected):

I move to authorize staff to execute a month-to-month lease agreement with the Arts Consortium for use of the Oval Service Center building in an amount of \$225 per month with all utilities paid by the Arts Consortium.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Arts Consortium lease agreement

**Lease Agreement Between
Arts Consortium and the City of Visalia for the
Lincoln Oval Park Service Building**

THIS LEASE AGREEMENT (hereinafter “Agreement” or “Lease”) is made and effective _____, 2021, by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter “CITY”), and ARTS CONSORTIUM, (hereinafter “CONSORTIUM”). CITY and CONSORTIUM may be individually referred to herein as a “Party” and may be collectively referred to herein as the “Parties.”

R E C I T A L S

WHEREAS, CITY owns the building and appurtenances located within the boundaries of the CITY’S Lincoln Oval Park (hereinafter the “Park”); and

WHEREAS, the building in the Park is located at 808 North Court Street, and is known as the Oval Park Service Center Building (hereafter “Center”); and

WHEREAS, CONSORTIUM desires to lease the Center for its activities, including but not limited to providing daily art programming (Tuesday – Saturday) and hosting their First Friday events; and

WHEREAS, the purpose of this Agreement is to document the terms and conditions under which CONSORTIUM will lease the Center.

NOW, THEREFORE, for the consideration described herein and performance of the covenants to be performed by the CITY and CONSORTIUM pursuant to this agreement, CITY agrees to lease the Center to CONSORTIUM, and CONSORTIUM agrees to lease the Center from the CITY, on the terms and conditions set forth as follows:

1. PREMISES. Except as otherwise provided in this Agreement, reference to the “Leased Premises” shall be to the Center, identified herein as the building located in the Park with a street address of 808 North Court Street. The Leased Premises shall consist of the Center building and appurtenances thereto, including any improvements now or hereafter located on or within the Leased Premises, without regard as to whether ownership of the improvements is in the CITY or CONSORTIUM.

See Section 5 of this Agreement concerning the use of the adjacent Oval Park facilities. Parties acknowledge that while these adjacent park facilities, such as the children’s playground, picnic areas, and the covered arbor, are available for use they are not considered part of this Lease Agreement.

2. RENT. CONSORTIUM agrees to pay rent monthly at the rate of \$225 per month. Rent shall be due by fifth day of each month during the term of this lease. This amount shall be considered the Rent Amount. Upon the annual anniversary of the Effective Date, the Lessor may increase the Rent Amount for the following annual period up to the annual percentage increase, if any, in the California Consumer Price Index for All Urban

Consumers (“CPI Increase”) for the prior year. If this index is discontinued, then any successor Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used. If there is no successor Index, the Parties agree to substitute an alternative index formula. If the CPI Increase is a decrease, then the applicable Rent Amount for the subsequent annual period shall remain unchanged. City shall notify Lessee of any changes at least thirty (30) days prior to modifying the Rent Amount.

3. TERM OF AGREEMENT. The term of this Agreement shall be on a month-to-month basis, commencing on October __, 2021. To terminate tenancy either Party must give the other party a written 90-day notice of Lease non-renewal. If CONSORTIUM plans to terminate on or after the first (1st) day of payment for a given month, the rent shall be pro-rated accordingly.
4. TERMINATION.
 - a. 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 in accordance with the notice provisions of Section 12 herein to the other Party identifying the breach and providing for thirty (30) calendar days for the breaching party to cure. If the breaching Party has not cured the breach within thirty (30) calendar days from the date notice was completed pursuant to the notice provisions of Section 12, the non-breaching Party may terminate the Agreement by providing the breaching Party with written notice of termination in accordance with the notice provisions of Section 12 herein, and therein specifying the effective date of the termination.
 - b. If the Center shall be partly or completely destroyed by fire or other casualty, the CITY shall not be required to repair same and may elect not to rebuild the Center, or any portion thereof, and may terminate this Agreement by delivering notice of such election to CONSORTIUM in accordance with the notice provisions of Section 12 within six (6) months of the occurrence of such destruction.
 - c. Upon the termination of this Agreement, CONSORTIUM shall surrender possession of the Center to the CITY and shall, at the time of surrender, leave the Center in as good order and condition as said Center 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 surrender of the Center, CONSORTIUM shall not be entitled to relocation expenses under any circumstances.
5. PARK GROUNDS AND FACILITIES. CITY hereby permits CONSORTIUM to use the Park grounds surrounding the Center in furtherance of the services and programs it will conduct at the Center pursuant to the

terms and conditions of this Agreement. CONSORTIUM's use of the Park shall be non-exclusive, shall be coordinated with the Parks and Recreation Department as stated below. Maintenance of the Park shall be the sole responsibility of the CITY.

CONSORTIUM acknowledges the Oval Park facilities are open to the public, and not available for exclusive use by CONSORTIUM unless it contacts the Visalia Parks and Recreation Department and separately reserves a section of the park area for exclusive use. Such reservations may be subject to separate fees that are governed by applicable Visalia Parks and Recreation Department park usage fee requirements and not this Lease Agreement. CONSORTIUM acknowledges that the hours of the adjacent Oval Park facilities are 8:00 a.m. – 8:00 p.m. during the summer season and 8:00 a.m. – 6:00 p.m. during the winter season, these changes in operational hours coincide with daylight savings time. The Oval Park facilities are available for use after these hours but usage must be scheduled in advance with the City Parks and Recreation Department.

CITY acknowledges that the Center hours shall be controlled by CONSORTIUM during the term of this lease and are not subject to the same operating hours as the Oval Park facilities.

6. MODIFICATIONS TO CENTER.

- a. CONSORTIUM agrees that any alterations to the interior of the building cannot be completed without the written approval of the CITY and any modifications made without CITY approval must be removed at CONSORTIUM's expense upon request by the CITY. CONSORTIUM also acknowledges that CITY may include as a condition for permission to alter the Center that CONSORTIUM remove the alteration prior to termination of this Lease.
- b. CONSORTIUM shall require all contractors who perform work on the Center to provide evidence of general liability insurance and workers compensation insurance in a manner that is consistent with CITY policy regarding contracts for work on CITY owned property, as shall be determined by CITY.
- c. CONSORTIUM acknowledges that the subject premises have not been issued a disability access inspection certificate as described in Civil Code section 55.53. A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASP inspection of the subject premises, state law prohibits a property owner from prohibiting a lessee or tenant from obtaining a CASP inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASP inspection, the payment of the fee for the CASP inspection, and

the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

- d. Upon expiration of the term of this Agreement, unless expressly reserved to CONSORTIUM by the Parties prior to installation, modifications to the Center constructed by CONSORTIUM shall become the sole property of the CITY unless the CITY requested CONSORTIUM remove such modifications to the Center prior to termination.

7. CONSORTIUM USE OF CENTER. CONSORTIUM covenants and agrees to:

- a. Prior to taking possession of the Center, CONSORTIUM shall submit for approval by CITY a statement of operations for the Center, which addresses, among other things, hours of operation, staffing of the Center, security for the Center, 24-hour emergency contact, and other items pertinent to CONSORTIUM'S use of the Center (hereinafter "Operational Statement"). CONSORTIUM may amend the Operational Statement from time to time as circumstances dictate.
- b. Any signage installed by CONSORTIUM on the Center must comply with Visalia Municipal Code Chapter 17.48 – Signs. CONSORTIUM is solely responsible for the costs to install and maintain any signs it installs.
- c. During the term of this Agreement, CONSORTIUM shall keep and maintain said Premises in as good order, condition and repair as reasonable use and wear thereof will permit. CONSORTIUM shall be responsible for any and all maintenance and preventative maintenance including janitorial services, window washing and pest control. CITY shall be responsible for all window and glass replacements. CITY represents that when the CONSORTIUM takes possession of the Premises, all plumbing and electrical will be in good working condition. At the end of the term, or on the sooner termination of this Lease, CONSORTIUM shall quit and surrender said Premises to CITY in as good order, condition and repair as reasonable use and wear thereof will permit, damage by the elements excepted.
- d. CONSORTIUM shall also establish and be solely responsible for the payment of all public utilities provided to the Center, including but not limited to water, gas, electricity, alarm contract, fire extinguisher maintenance and garbage removal service.
- e. CITY shall be responsible for the cost of repairing or replacing the Center's window or glass elements, unless such damage is caused by the negligence or willful misconduct of CONSORTIUM. The CONSORTIUM will be responsible for all major repairs (such as structural elements, electrical, plumbing or mechanical systems, including heating and cooling systems). If the premises are

uninhabitable as the result of the CONSORTIUM determining to terminate rather than complete any required repairs, CONSORTIUM shall be relieved of payment of rent for the remainder of the term.

8. INSPECTIONS.

- a. At the commencement of this Agreement, CONSORTIUM and CITY shall perform a walk-through of the Center to determine condition of facility at inception of this Agreement.
- b. CITY shall have access to inspect the Center during CONSORTIUM'S approved hours of operation. CITY shall have access to inspect the Center at all other times by providing 24 hours notice to CONSORTIUM.

9. INSURANCE.

- a. Required Policies: CONSORTIUM agrees to provide evidence of insurance coverage, through specific policies or proof of adequate self-insurance, for the following coverage:
 - 1.) Worker's Compensation as required by law.
 - 2.) 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, owners and contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage.
- b. Additional Insured: The General Liability/Property Damage policies shall:
 - 1.) Name CITY, its appointed and elected officials, officers, employees and agents as additional insureds;
 - 2.) Be primary with respect to any insurance or self-insurance programs maintained by CITY;
 - 3.) Shall apply separately to each insured against whom claims are made or suit is brought, except with respect to limits of the insurer's liability;
 - 4.) Contain standard cross-liability provisions.
- c. 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. Each required policy shall be endorsed to include a waiver of subrogation against the CITY, its officers, officials, agents and employees.
 - e. 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 and for a period extending five (5) years beyond the Agreement Term. CONSORTIUM shall replace such certificates for policies expiring prior to the expiration of the Term of this Agreement and shall continue to furnish certificates five (5) years beyond the Agreement Term, when CONSORTIUM utilizes claims-made form(s).
 - f. If CONSORTIUM 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.
10. INDEMNIFICATION. Each party agrees to indemnify, defend, and hold harmless the other party and its respective agents, officers, and employees from and against any and all claims, demands, lawsuits or other proceedings, bodily injury, property damages, personal injury, and other liabilities and damages, including reasonable attorneys' fees, arising out of the indemnifying party's alleged or actual omission, act or negligence, in the performance or failure to perform its obligations under this Agreement. The indemnity, defense, and hold harmless obligations set forth herein shall survive the termination of this Agreement for any alleged or actual omission, act or negligence, in the performance or failure to perform its obligations under this Agreement that occurred during the term of this Agreement.
11. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed to render CITY in any way or purpose a partner, joint venture, or associate in any relationship with CONSORTIUM other than that of lessor and lessee, nor shall this Agreement be construed to authorize either party to act as agent for the other Party.
12. NON-DISCRIMINATION. CONSORTIUM shall not discriminate in provision of programs and services hereunder on the basis of race, color, national origin, ancestry, gender, disability, religion, or political affiliation.
13. 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
City of Visalia
220 N. Santa Fe Street
Visalia, California 93292
Attn: City Clerk

CONSORTIUM
Arts Consortium
P.O. box 2696
Visalia, CA 93279-2696
Attn: Executive Director

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.

14. MISCELLANEOUS PROVISIONS.

- a. Authority: CITY and CONSORTIUM and its respective signatories represent that the signatory holds the position set forth below his/her 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.
- j. Fire and Other Perils Insurance: Parties agree to be responsible for damage by the perils of fire, earthquake, and vandalism to those items of real and personal property for which they hold title or for which they have assumed liability to others.
- k. Loss: CITY agrees that should the Center be so badly damaged by fire, earthquake, or other act of the elements as to render it wholly unfit for occupancy by CONSORTIUM, then this Lease shall be terminated immediately upon the happening of any such event. TCO shall surrender the Center and shall not be liable for any further payments. In the event of lesser damage by such cause, then CITY shall restore the Center to the condition it was in immediately prior to the event causing the damage, and the lease payments shall abate in proportion to the area not used by TCO during the period of restoration. If CITY does not pursue restoration work with reasonable diligence, then TCO may, at its option, surrender the Center, terminate this Lease, and shall not be liable for any further payments under this Lease.
- l. Surrender: CONSORTIUM shall surrender the Center to CITY at the expiration of this Lease Agreement in as good a condition as at the commencement of it, excepting reasonable wear and tear, damages by the elements, or damages by other persons.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the date indicated above.

City of Visalia

Arts Consortium

By: _____
City Manager

By: _____

Approved as to Form:

City Attorney

Risk Manager



City of Visalia

Staff Report

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

File #: 21-0494

Agenda Date: 9/7/2021

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: First Church of the Nazarene of Visalia, California

APN: 126-030-043 (portion)

Purpose: Caldwell Improvement Project-Akers to Shady

Price: \$16,500.00

Closing Date: 8/19/2021

Project Manager: Fred Lampe