Visalia City Council

City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Mayor Brian Poochigian
Vice Mayor Brett Taylor
Council Member Emmanuel Hernandez Soto
Council Member Steve Nelsen
Council Member Liz Wynn

Monday, August 21, 2023 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER WORK SESSION - 5:00 PM

PUBLIC COMMENTS

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

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

WORK SESSION AND ACTION ITEMS (as described)

1. NEW EMPLOYEE INTRODUCTIONS: **23-0312**

INFORMATION SERVICES
Joseph Grimes, Computer Technician
Chris Terry, Information Systems Analyst
Michelle Maldonado, Geographic Information Systems Analyst

CONVENTION CENTER
Sidney Regalado, Sales Representative

HUMAN RESOURCES:
Amy Powell, Management Analyst - HR/Risk
Andrew Guzman, Insurance and Benefits Manager

2. Consideration and direction on initiating a potential ordinance to regulate the use and operation of pedicabs within the City of Visalia and whether to allow the consumption of alcohol by pedicab passengers under designated circumstances. **23-0301**

3. Consideration of and direction on initiating potential Municipal Code updates to Visalia Municipal Code Chapter 12.48 Special Events. **23-0297**

ADJOURN TO CLOSED SESSION - 6:00 PM (Or, immediately following Work Session)

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE

INVOCATION

ITEMS OF INTEREST

SPECIAL PRESENTATION / RECOGNITION

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. **23-0118**

2. Authorize the City Manager to award a sole source contract for the replacement of factory correct Ultraviolet (UV) Disinfection System components at the Water Reclamation Facility (WRF) to Veolia WTS Services for a not-to-exceed amount of $120,000. This is a one (1) year contract that may be renewed for four (4) consecutive one (1) year periods. **23-0258**

3. Authorize the City Manager to execute a sole source agreement for professional services with the Urban Tree Foundation, Inc. for a two-year term with the option to renew for three additional one-year terms, in an amount not to exceed $150,000 per year. **23-0260**

4. Review and accept the 2022-2023 Annual Report from the City of Visalia Historic Preservation Advisory Committee. **23-0292**

5. Request authorization to record the final map for Highland Park, Unit Nos. 3 & 4 subdivision located at the northwest corner of West Riggin Avenue and North Giddings Street, authorize the City Manager to execute the subdivision agreement, and authorize the formation of Landscape and Lighting Assessment District No. 22-05 and order the improvements and levying the annual assessments for Landscape and Lighting Assessment District No. 22-05 “Highland Park Unit Nos. 3 & 4.” (Resolution Nos. 2023-32 and 2023-33 required) **23-0293**

6. Authorize the City Manager to sign a Grant Forfeiture Letter for the Mill Creek Beautification Project. **23-0299**

7. Authorize and award a purchase contract to Sourcewell Master Vehicle contract, 091521-NAF, with National Auto Fleet Group located in Watsonville, CA, in the amount of $2,791,000 to purchase thirty-two (32) 2024 Ford Police Interceptor patrol vehicles and appropriate $1,982,300 from various funds. **23-0307**

8. Request authorization to file a Notice of Completion for Diamond Oaks - Unit No. 1 subdivision containing 44 single-family residential lots and 8 triplex multi-family lots located at the intersection of East Caldwell Avenue and South Ben Maddox May. **23-0309**

9. Authorize City Manager to execute a new annual contract for the supply and delivery of oil and grease products to SC Fuels/Southern Counties Oil, not to exceed $185,000 annually. This is a one-year contract with 4 one-year optional renewals. **23-0311**

10. Authorize the City Manager to Award RFB 22-23-05 annual contract for Landscape Maintenance of Landscape and Lighting Districts within Quadrant D to Elite Maintenance and Tree Service, Inc., of Clovis, CA, $158,535.17 annually per specifications of RFB 22-23-05. **23-0315**

11. Authorize the City Manager to Award RFB 22-23-07 annual contract for Landscape Maintenance of Landscape and Lighting Districts within Quadrant F to Elite Maintenance and Tree Service, Inc., of Clovis, CA, $88,389.84 annually per specifications of RFB 22-23-07. **23-0316**

12. Request authorization to initiate proceedings for the modifications of the Landscape and Lighting Assessment District No. 16-01 "Di Mello Toscana" (Resolution No. 2023-38) (APN: 077-720-002). **23-0317**

13. Authorize City staff to initiate the Measure N amendment process to appropriate $174,200 and advance the purchase of one (1) Ford Police Interceptor for from FY 24/25 and replace a wrecked Measure N funded Dodge Charger; and appropriate $14,200 to address the budget shortfall for FY 23/24 vehicle purchases. **23-0319**

14. Second Reading of Ordinance 2023-07 amending the Visalia Municipal Code Chapter 13.20, Water Conservation, to partially exempt groundwater users subject to the jurisdiction of and regulation by the Mid Kaweah Groundwater Sustainability Agency. **23-0320**

15. Authorization to accept a grant and appropriate $221,552 from the Department of Justice, Office of Community Oriented Policing for the FY22 Implementing Crisis Intervention Teams-Community Policing Development Solicitation Grant; and authorize the City Manager and Chief of Police to sign an MOU and amend, if necessary, between the County of Tulare and City of Visalia. **23-0324**

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

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. UPCOMING CITY COUNCIL MEETINGS: **23-0182**
Tuesday, September 05, 2023 at 7:00 p.m. @ 707 W. Acequia
Monday, September 18, 2023 at 7:00 p.m. @ 707 W. Acequia

If you have a disability and require a reasonable accommodation to fully participate in the meeting, please contact Michelle Nicholson, on or before Monday, August 7, 2023 to discuss your accessibility needs: 559-713-4512 or Michelle.Nicholson@Visalia.City.

Visalia City Council

Staff Report

File #: 23-0312 **Agenda Date:** 8/21/2023 **Agenda #:** 1.

Agenda Item Wording:
NEW EMPLOYEE INTRODUCTIONS:

INFORMATION SERVICES
Joseph Grimes, Computer Technician
Chris Terry, Information Systems Analyst
Michelle Maldonado, Geographic Information Systems Analyst

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Sidney Regalado, Sales Representative

HUMAN RESOURCES:
Amy Powell, Management Analyst - HR/Risk
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Visalia City Council

Staff Report

File #: 23-0301 **Agenda Date:** 8/21/2023 **Agenda #:** 2.

Agenda Item Wording:
Consideration and direction on initiating a potential ordinance to regulate the use and operation of pedicabs within the City of Visalia and whether to allow the consumption of alcohol by pedicab passengers under designated circumstances.
Deadline for Action: 8/21/2023

Submitting Department: Community Development

Contact Name and Phone Number:
Luma Fahoum, Police Captain, (559) 713-4103, luma.fahoum@visalia.city <mailto:luma.fahoum@visalia.city>
Tracy Robertshaw, Neighborhood Preservation Manager, (559) 713-4187, tracy.robertshaw@visalia.city <mailto:tracy.robertshaw@visalia.city>
Jason Salazar, Police Chief, (559) 713-4253, Jason.salazar@visalia.city <mailto:Jason.salazar@visalia.city>
Jim Koontz, City Attorney, (559) 372-2400, jkoontz@prlawcorp.com <mailto:jkoontz@prlawcorp.com>
Paul Bernal, Community Development Director, (559) 713-4025, paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>

Department Recommendation:
Staff recommends that the City Council consider whether Council desires to allow pedicabs to operate in Visalia, and if so, then to provide direction to staff to propose a potential ordinance to regulate the use and operation of pedicabs within the City of Visalia. This proposed ordinance intends to establish rules and regulations that would allow the operation of pedicabs within the City. If Council directs City staff to move forward, then staff would seek input from interested groups and return with an ordinance for consideration.

As noted in the report as drafted, the ordinance contains specific provisions allowing the consumption of alcohol by pedicab passengers if statutory requirements are followed. State law provides that local agencies can allow the consumption of alcohol by local ordinance. The Council can approve the proposed ordinance with or without these provisions.

Background Discussion:
Pedicabs, are defined under state law to include bicycles, including electric bicycles, that transports or is capable of transporting passengers, and is available for hire. The use of these types of vehicles as an alternative to larger vehicles for hire has increased in recent years. As cities develop additional bicycle lanes, the use of pedicabs as an alternative form of transportation for hire is likely to increase.

Although a pedicab could be considered similar to taxis or rideshare vehicles, the proposed ordinance presumes and would require a fixed route with pre-designated loading and unloading

zones that would be outside of roadways to avoid disrupting vehicular traffic.

State law, Vehicle Code sections 21215-21215.5, state specific operational rules for pedicabs in California. These rules require that pedicabs be authorized by local ordinance to operate within the jurisdiction. There has been interest from a pedicab company to begin operations within Visalia and City staff has prepared a draft ordinance that would allow this business to operate using state law requirements, along with some additional provisions to prevent pedicabs from loading and unloading in public parking lots and roadways.

State law otherwise requires that pedicab operators be over the age 21 with valid driver's licenses; that the pedicab be equipped with seats for passengers, brakes, headlights, grab rails, and inspected annually; that operators be required to provide specified levels of insurance; that pedicabs are not allowed to operate on streets with a speed limits in excess of 30 miles per hour, except to cross at intersections; that pedicab operators report to the California Highway Patrol any accidents; that pedicabs are not permitted to load or unload passengers on roadways or in the middle of highways; that pedicabs shall be operated close to the right hand curb or edge of roadway except when necessary to overtake a vehicle, avoid an object, or when preparing to make a left turn.

In addition to these rules, state law allows local agencies to adopt their own regulations for pedicabs. City staff, in response to requests for the operation of pedicab businesses, has developed a proposed ordinance for Council consideration and is recommending adoption of such an ordinance to regulate the licensing, use, and operation of pedicabs. The proposed ordinance requires state mandates be followed and in addition contains additional provisions requiring background review of pedicab owners. Background investigations are also required for pedicab operators. If alcohol consumption is permitted, then safety monitors employed by the pedicab owner will also be required to complete a background investigation. The proposed ordinance also contains requirements allowing the City to inspect pedicabs prior to operation and additional specifications regarding the operational equipment on the pedicab.

The proposed ordinance also requires pedicab owners to provide proposed pedicab routes and stopping points. This requirement is to make sure the City will know where pedicabs will be operating and that the pedicab company has planned for adequate space for passenger loading and unloading that will not interfere with vehicles. As stated in state law, loading, and unloading passengers in roadways or highways is prohibited. The proposed ordinance requires pedicab business applicants to provide a planned operational route with loading and unloading areas identified. Applicants would need to provide City staff with evidence that they have authorization for the proposed parking locations. The proposed ordinance would prohibit loading or unloading passengers in public parking lots, unless a pedicab business is using spaces that are already being leased. The proposal puts the requirements on the pedicab business to secure the locations to load and unload passengers as part of the business licensing process.

State law also allows for the consumption of alcohol by passengers riding in pedicabs when such usage is permitted by local agencies. Local agencies can decide whether to allow this type of usage by pedicab customers. Other jurisdictions allow public consumption by passengers of pedicabs as an excursion similar to other types of alcohol tasting events or as part of traveling to and from businesses that serve alcohol. This usage has proven popular in some jurisdictions.

City staff would recommend first allowing the operation of pedicabs without the alcohol provisions, but the attached ordinance includes allowing alcohol consumption for review and comment. The provisions allowing alcohol consumption can be removed by City Council prior to adoption and reconsidered at a later time.

Under state requirements, when alcohol consumption is allowed there must be a separate safety monitor and operator on the pedicab employed by pedicab owner. Pedicab employees must also complete designated state training on alcohol and drugs. The pedicab operator is not permitted to provide alcohol, passengers must supply their own and the beverages must be sealed and unopened prior to consumption on the pedicab.

The draft ordinance would allow for the consumption of alcohol by pedicab passengers as otherwise permitted by state law. In addition to these general requirements, the safety monitor would be required to pass a background check and only one alcoholic beverage would be permitted to be opened and consumed in between pedicab stops. The pedicab operator shall also be responsible for disposing of beverage containers and preventing empty or partially empty containers from being left in the public right of way. Passengers are also required to surrender open containers for disposal prior to disembarking from the pedicab.

Public consumption on streets or sidewalks to and from the pedicab unloading points would not be permitted. To avoid confusion with existing ordinances, if alcohol consumption by pedicab customers is allowed, then City staff would recommend including an additional exception to the current municipal code provision that generally prohibits open containers on public property.

Fiscal Impact:
A cost recovery fee would be imposed as part of the licensing process to recover staff time spent conducting background reviews and vehicle inspections.

Prior Council Action: N/A

Other: N/A

Alternatives:
The City Council can alternatively decide not to allow pedicab businesses to operate within the City of Visalia and direct staff not to return with an ordinance or specifically direct staff not to further pursue an ordinance allowing alcohol consumption at this time.

Recommended Motion (and Alternative Motions if expected):
I move to approve moving forward with the operation of pedicabs within the City of Visalia and direct City staff to proceed with processing the proposed ordinance and return to City Council for a first reading of the ordinance after additional input is sought from interested groups within the City.

Environmental Assessment Status:
The requested action is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(3) since the activity in question is not a “project” as defined in CEQA Guidelines Section 15378, it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Furthermore, even if the resolution were to be determined to be a project, the resolution is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) since there is no reasonable possibility that the resolution or its implementation would have a significant effect on the environment.

CEQA Review:
The requested action is not a “project” under CEQA.

Attachments:
1. Draft ordinance to regulate the use and operation of pedicabs

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA, CALIFORNIA, ADDING CHAPTER 5.76 TO THE CITY OF VISALIA MUNICIPAL CODE TO REGULATE PEDICABS AND TO AMEND OTHER RELEVANT MUNICIPAL CODE SECTIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

Section 1. City Council Findings. Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety, and welfare of its citizenry. The City Council of the City of Visalia hereby makes the following findings:

A. City streets are utilized by motor vehicle and bicycle traffic.

B. Pedicabs, which are defined as bicycles, including electric bicycles, that are built so that they can transport passengers and are typically for hire, have grown in popularity as a form of transportation, particularly when used for hire or as part of mobile tours.

C. California Vehicle Code section 21 states that Vehicle Code provisions are applicable and uniform throughout the state and a local authority shall not enact or enforce any ordinance on matters covered by the Vehicle Code unless expressly authorized by law.

D. California Vehicle Code sections 21215-21215.5 contain statewide rules that govern equipment standards and operating requirements for pedicabs.

E. Vehicle Code sections 21100(n) and 21215.5 specifically authorize local authorities to license and regulate the operation or pedicabs for hire, the operators of pedicabs for hire, and allow local authorities the right to impose operating requirements and equipment requirements that are more stringent than state law.

F. The City Council finds that providing pedicab licensing and regulations that are specific to the City of Visalia is necessary to ensure safe, quality pedicab services, mitigate negative impacts on traffic circulation, and promote the general welfare.

G. State law permits local authorities, by ordinance, to legalize the consumption of alcohol by pedicab passengers. State law does not allow for the sale of alcohol by pedicab operators to passengers.

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H. The City Council recognizes alcohol consumption can cause safety hazards but finds that regulations to permit consumption by passengers in pedicabs would be appropriate and provide an alternative for pedestrians to travel between venues.

I. City Council finds and determines that consumption of alcoholic beverages by passengers in pedicabs, in accordance with this ordinance, would be appropriate and not a violation of the City's current prohibition on consumption of alcoholic beverages within the public right of way.

Section 2. New Municipal Code Section. The following provision, which regulates the licensing, operation, and use of pedicabs within the City of Visalia is hereby added to the Visalia Municipal Code:

Chapter 5.76
PEDICAB REGULATIONS

5.76.010 Definitions

5.76.020 Pedicab Owner Permit Requirements

5.76.030 Pedicab Vehicle Operation Requirements

5.76.040 Pedicab Routes

5.76.050 Enforcement

5.76.060 Requirements For Consumption of Alcohol

5.76.010. Definitions.

The following words or phrases used in this Chapter shall have the following meanings:

"Operates" means to pedal, steer, use the brakes, or otherwise control a pedicab, it does not include actions by persons that might be providing power to a bicycle by pedaling if they do not simultaneously have control over any steering mechanism of the bicycle.

"Owner" means any person who owns a pedicab.

"Pedicab" means a bicycle, including an electric bicycle, that has three or more wheels, that transports, or is capable of transporting passengers on seats attached to the rear of the bicycle, that is operated by a person, and that is being used for transporting passengers for hire within the City of Visalia.

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"Pedicab license" means a nontransferable license, in the form of a decal or similar material issued by the City of Visalia to a pedicab owner for display on the pedicab to indicate that the pedicab is permitted to operate within the City of Visalia.

"Pedicab operator" or "operator' means a person who steers, uses brakes, or otherwise operates the pedicab.

"Pedicab owner permit" means the permit issued by the City of Visalia to a pedicab owner to indicate that their pedicab business is permitted to operate within the designated areas of the City of Visalia.

5.76.020. Pedicab Owner Permit Requirements

A. A pedicab owner shall not operate a pedicab, nor allow their pedicab to be operated within the City unless the owner has a valid business tax certificate, pedicab owner permit, and pedicab decal, issued by the City of Visalia. Pedicab owner permits are the property of the City and are not transferable to another person.

B. A pedicab owner must obtain a separate pedicab decal for each pedicab that the owner operates within the City. Pedicab decals may not be transferred.

C. Pedicab owners must submit a pedicab owner permit and operator application to the City. The permit application shall be in a form approved by the Visalia City Manager, or designee, and shall require the following information:

    1. The pedicab owner's full name, date of birth, (applicant must be over eighteen) business address, residence address, and contact information. The same information shall be required for each pedicab operator.

    2. The name(s) under the applicant will be conducting business as a pedicab owner.

    3. Proof of insurance in a form and with wording acceptable to the City of Visalia and in compliance with California Vehicle Code section 21215 financial responsibility provisions.

    4. Proposed pedicab business route. The business route is subject to approval by the City and must comply with the provisions set forth in this ordinance for pedicab routes.

    5. Complete a background check to be conducted by the Visalia Chief of Police or designee in a manner prescribed by the Visalia Police Department. In addition, all pedicab operators, or persons considered to be pedicab operators would be required to complete a background check to be conducted by Visalia Chief of Police or designee.

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6. The pedicab owner application shall contain an indemnification requirement stating that the pedicab owner agrees to reimburse the City of Visalia for any costs incurred by it in repairing damages to City property proximately caused by permittee's pedicab operations, employees, agents, customers, or any person who was under the permittee's control as permitted by law. In addition the permittee shall agree to hold harmless, indemnify, and defend the City of Visalia, its officials, members, agents, and employees against any claims, costs, damages, demands, liability, and notices, arising or resulting from any damage or injury proximately caused by actions of the permittee in connection with operation of permittee's pedicabs, regardless of whether the City of Visalia is actively or passively negligent, except for those claims, costs, damages, demands, liability and notices, caused solely by the negligence or willful misconduct of the City.

7. Applications must be signed and may be denied, suspended, or revoked if the applicant is found to have made any misrepresentations.

8. City of Visalia shall charge an annual nonrefundable pedicab owner permit and pedicab operator permit fee to recover the cost of activities associated with the administration, regulation, and issuance of pedicab owner and operator permits, as may be determined by the City Council.

D. Pedicab owner and operator permits shall be renewable annually upon the filing and approval of an application and payment of the annual pedicab owner and/or operator permit fee.

E. Pedicab owners must also acknowledge, in writing, that their business will comply with all requirements for pedicab operations required by the California Vehicle Code.

F. The City Manager, or designee, may deny issuance of a pedicab owner permit, pedicab operator, or pedicab vehicle permit if an applicant for such permit:

1. Fails to comply with the requirements of this chapter; or

2. Misrepresents facts relevant to the fitness of the applicant; or

3. Has been convicted of a crime involving moral turpitude or narcotics, or is required to register pursuant to California Health and Safety Code Section 11590(a); or

4. Has been convicted for hit and run, driving a vehicle recklessly, or while under the influence of intoxicating alcohol or drugs within the seven years immediately preceding application for a pedicab owner permit or pedicab vehicle permit.

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5.76.030. Pedicab Vehicle Operation Requirements

A. It is unlawful for a pedicab owner to allow a pedicab to be driven or operated for hire within the City of Visalia without first obtaining a pedicab license. The pedicab may not be operated for hire unless the pedicab license has been issued and the license is affixed in a conspicuous and visible location on the pedicab.

B. Pedicab licenses are the property of the City of Visalia and are not transferable to any other pedicab.

C. Pedicab licenses require the following from the pedicab owner:

1. Completion of a pedicab vehicle permit application in a form prescribed by the City Manager or designee.

2. Only persons with a valid pedicab owner permit can apply for a pedicab vehicle permit and a separate vehicle permit is required for each pedicab owned by the pedicab business.

3. Application must include a description of the pedicab, including but not limited to the serial number, owner identification number, body style, color scheme, seating capacity, and proof of insurance.

4. All pedicabs must meet California Vehicle Code requirements for pedicabs, including but not limited to seating capacity for not more than 15 passengers, seatbelts for all passengers, seat backs, brakes, reflectors, headlights, and grab rails.

5. In addition to state requirements, lighted turn signals shall be required and lighted running lights to improve visibility of pedicab at night. Reflectors must also be attached to all sides of the pedicab.

6. Headlights must be capable of projecting a beam of white light for three hundred feet.

7. Taillights shall be red in color and plainly visible from all distances within five hundred feet to the rear of the pedicab.

8. Prior to issuance the pedicab must pass an inspection to confirm compliance with California Vehicle Code requirements and the requirements in this ordinance.

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9. City of Visalia shall charge an annual nonrefundable fee pedicab vehicle permits to recover the cost of activities associated with the administration, regulation, inspection, and issuance of such permits, as may be determined by the City Council.

D. Pedicab vehicle permits shall be valid for a period of one year from date of issuance.

E. Pedicabs must be kept in a clean and sanitary condition, be available for inspection by City staff at reasonable times and operate in compliance with all local and state laws applicable to pedicabs and pedicab operations.

F. Pedicab owners must report any accidents caused or experienced by the pedicabs to the City of Visalia, in writing.

G. Pedicabs may not impede or block normal or reasonable movement of pedestrians or vehicular traffic.

H. Loading or unloading pedicab passengers on roadways or in the middle of the roadways is prohibited, pedicabs must be parked off the roadway to load and unload passengers and only in locations that have been designated by the pedicab owner and approved by the City prior to usage.

I. A fare schedule shall be posted and no pedicab operator shall charge a passenger a fare greater than the posted fare.

5.76.040. Pedicab Routes

A. Pedicab owners must submit an operations route with their application of a pedicab owner permit application. Pedicabs shall only operate along routes that have been submitted to and approved by the City of Visalia as part of the issuance of a pedicab owner permit application.

B. Pedicabs are not permitted to operate, except to cross at signalized intersections, on roadways with speed limits higher than 30 miles per hour.

C. Pedicab routes must include designated loading and unloading locations and the pedicab owner shall be required to provide a diagram of each designated location and authority from the owner of the applicable location that demonstrates, to the satisfaction of City Manager, or designee, that the pedicab operator has sufficient legal authorization to park, load, and unload passengers, at each designated location. The use

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and reference of private parking lots can be considered sufficient if the pedicab operator demonstrates that they have an agreement to utilize the private parking lot when the pedicab will be operating. Designation of a publicly owned parking lot is not permissible unless the parking lot is already being leased to a private party.

D. Temporary pedicab routes may be approved for usage as part of a temporary conditional use permit or special event permit issued by the City if all other requirements of this Chapter are met.

5.76.50. Enforcement

A. Any person violating any portion of this Chapter 5.76 is guilty of an infraction or a misdemeanor punishable in accordance with the Visalia Municipal Code. Alternatively, the City Manager, or designee, may issue an administrative citation in accordance with the Visalia Municipal Code and enforce the violation through the administrative remedies stated in the Visalia Municipal Code.

B. Where the violation is of a continuing nature, each day that the violation continues constitutes a separate and distinct violation.

C. The remedies specified in this Section are cumulative and their specification shall not preclude the use of any other remedy provided by law.

5.76.060. Requirements For Consumption of Alcohol

A. The City of Visalia, by this section is hereby allowing the consumption of alcohol by passengers of pedicabs that are operating pursuant to validly issued City of Visalia licenses, in accordance with state law, California Vehicle Code section 21215.2, as it may be amended.

B. Consumption of alcoholic beverages requires the pedicab to be operated by a driver and in addition to the driver for an onboard safety monitor, that is 21 year of age or older, to be present on the pedicab whenever alcohol is being consumed by passengers during the operation of the pedicab. The driver and onboard safety monitor shall not be under the influence of alcohol at any time. The onboard safety monitor shall be considered and treated as an additional driver of the pedicab and shall be required to obtain a pedicab operator permit from the City.

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C. The driver and the onboard safety monitor shall complete the training course mandated by California Vehicle Code section 21215.2, as it may be amended, prior to operating a pedicab with customers that consume alcohol.

D. Alcoholic beverages shall not be provided by the operator or onboard safety monitor of the pedicab or any employee or agent of the pedicab owner. Alcoholic beverages may only be supplied by the passengers of the pedicab and all applicable municipal codes regarding possession of open containers and the prohibition of alcohol consumption in public places shall apply when the passengers are not on the pedicab. Alcoholic beverages provided by passengers must be in enclosed, sealed, and unopened containers prior to their consumption on board the pedicab. No more than one alcoholic beverage shall be permitted to be opened and consumed by a pedicab passenger between pedicab stops.

E. The pedicab operator shall be responsible for preventing any open container of alcohol from being improperly discarded from the pedicab. It is a violation of this ordinance for empty or partially filled beverage containers to be left in the public right of way by pedicab passengers. Alcoholic containers that are opened while the pedicab is in motion must be consumed and the containers properly discarded.

F. Pedicab passengers shall be required to surrender unfinished open alcoholic beverage containers to the pedicab operator for disposal prior to disembarking from the pedicab.

Section 3. Revision to Visalia Municipal Code Section 9.04.080. The Visalia City Council hereby finds that the following revision to Municipal Code Section 9.04.080, listing an additional exception from the general prohibition of possession an open container of alcohol or consuming alcohol in public places is necessary to allow for the operation pedicabs as regulated by this revised ordinance. The following language, *in italics* is hereby added to Section 9.04.080:

9.04.080 Exceptions

A. For purposes of this article, the definition of public place shall not include any city owned community centers, within the city limits of the city. In addition, the city manager shall have the authority to exempt from the applicability of this article, any public place, within the city, on a specified date and for a specified period of time, provided:

1. Said public place is to be used for a public charitable, educational and/or recreational purpose;

2. Said activity is sponsored by a public, non-profit organization or group;

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3. That all alcoholic beverages sold and/or provided in conjunction with said public activity are dispensed by public, nonprofit, charitable organizations, or groups; and

4. That all such alcoholic beverages are consumed within the area so designated in the permit issued by the city manager.

B. The city manager shall establish reasonable rules and regulations for the application, processing and issuance of such permits for such specific event exemptions.

C. In addition, the possession or consumption of alcoholic beverages by passengers in a pedicab that has been licensed and is in complying with all applicable state and local laws to operate within the City of Visalia shall not be violation of this article.

Section 4. California Environmental Quality Act Requirements. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines since the activity in question is not a "project" as defined in CEQA Guidelines Section 15378, it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Further, even if this Ordinance were to be determined to be project it would be exempt from CEQA because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. 15061(b)(3).)

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

Section 6. Effective Date. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect thirty (30) days from the date of adoption.

PASSED AND ADOPTED:

DRAFT

PEDICAB ORDINANCE

August 21, 2023

CITY of Visalia

Agenda Item

First Reading of Ordinance No. 2023-xx, an ordinance to regulate the use and operation of pedicabs within the City of Visalia and allow the consumption of alcohol by pedicab passengers in accordance with state law and the provisions of this ordinance.

Vehicle Code 21215-21515.5

Requires operational rules and authorization by local ordinances.

- Operators must be 21 with a valid driver's license.
- Pedicab be quipped with seats, brakes, headlights, grab rails, and annual inspections.
- Insurance.
- Not allowed on streets with speed limits in excess of 30 miles per hour.
- May not load or unload on roadways.

VEHICLE CODE

21215-21515.5

State law allows for additional Municipal Code regulations:

- Background Investigations of pedicab owners and operators.
- Pedicab Inspections.
- Pedicab owners to provide routes and stopping points.

VEHICLE CODE

21215-21515.5

State law allows for the Consumption of Alcohol:

- Operator MUST obtain State training on alcohol and drugs.
- Operator may NOT provide alcohol.
- Passengers MUST supply their own alcohol (unopened prior to boarding).

Additional Alcohol Requirements in Proposed Ordinance

- Operator MUST pass a background test.
- Riders can ONLY consume one alcohol beverage between stops.
- Operator MUST control trash/debris.
- Operator MUST dispose of open beverage containers prior to disembarking.
- Passengers are also required to surrender open containers for disposal prior to disembarking.

ENFORCEMENT

Traffic violations will be enforced by the Visalia Police Department.

Business violations will be enforced by City of Visalia Code Enforcement.

Thank You

QUESTIONS?

Visalia City Council

Staff Report

File #: 23-0297 **Agenda Date:** 8/21/2023 **Agenda #:** 3.

Agenda Item Wording:
Consideration of and direction on initiating potential Municipal Code updates to Visalia Municipal Code Chapter 12.48 Special Events.

Deadline for Action: 8/21/2023

Submitting Department: Community Development

Contact Name and Phone Number:
Tracy Robertshaw, Neighborhood Preservation Manager, (559)713-4187,
tracy.robertshaw@visalia.city <mailto:tracy.robertshaw@visalia.city>
Paul Bernal, Community Development Director, (559)713-4025, paul.bernal@visalia.city
<mailto:paul.bernal@visalia.city>

Department Recommendation:
Staff recommends that the City Council conduct a review of current processes and ordinance requirements related to Special Events (Chapter 12.48 of the Municipal Code) and consider information presented in this staff report. Based on the staff report, presentation, and public comments received, the City Council may direct staff to formulate changes related to Special Events and begin processing a Municipal Code Text Amendment to implement these changes.

Summary:
A recent review of Visalia Municipal Code Chapter 12.48 (Special Events) determined that it is in need of revisions that require clarification and corrections to various portions of this chapter. The following is a summary of the sections that need revisions.

1. Special Events Committee Name (reference Entire Chapter)

   Throughout the ordinance, “Special Events Committee” is referenced. This language is misleading since there is not a committee of appointed members. Rather, the meetings held regarding Special Event applications is conducted entirely between City Departments / Divisions comprised of staff members from various departments.

   In addition, the ordinance also requires the applicant meet with staff. However, given the current make of staff members assigned to review Special Event applications, staff does not require a meeting with applicants. Rather, if any additional information is required based on a Special Event application submittal, staff contacts the applicant to obtain this additional information, and if needed, may schedule a meeting between the applicant and City staff to address additional questions prior to processing the Special Event application. Updating the ordinance to reflect how Special Event applications are processed and reviewed by City staff is needed so that applicants have a clear understanding of how their application will be reviewed in accordance with the Special Events ordinance.

Therefore, staff recommends that revised language be implemented, and the word “committee” be replaced with language the reflects the group being comprised of City staff and not appointed by a governing body. Furthermore, revisions in the ordinance on holding a meeting between the applicant and staff are recommended to reflect how these applications are processed and reviewed for approval.

2. Special Event Authorization (Section 12.48.080 and 12.48.90)

Potential changes to this section will be considered to ensure that adequate language in the findings as listed in Section 12.48.080 are clear and concise when deciding whether to approve a Special Event application based on the information provided by the applicant. It is also suggested that language limiting special events that are not for strictly commercial reasons be deleted, to avoid placing City staff in a position of determining when an event is or is not being held for a commercial purpose. The revised conditions focus on requiring events to meet health and safety concerns, along with reviewing whether an applicant has a history of violating municipal requirements. An additional finding to allow denial of an application if it is determined that the special event will interfere with municipal services or other public agency services is also proposed. Language is also proposed to clarify the process for rejecting a special event application.

3. Insurance, Indemnification, Risk Mitigation Requirements (Section 12.48.100)

Based on staff’s research regarding this section of the ordinance, staff concludes that additional revisions to this section are required given the liability concerns that may arise from events using City property. Staff will seek to make revisions that protect the City and require applicants to provide insurance coverage when it is demonstrated that the event requires such coverage. Staff will work with the City Attorney’s office to ensure any revisions made to this section does not infringe on activities or events that are protected under First Amendment rights.

4. Monetary Deposits for Certain Special Events (Section 12.48.130)

Section 12.48.130 identifies that staff may require an applicant to pay a deposit reasonably calculated to reimburse the city for its reasonable and necessary costs in providing services for a special event. However, a “reasonable calculation / formula” has never been established based on staff’s research related to this ordinance provision. This has resulted in no deposits being collected for special events.

If directed, staff will proceed with establishing formulaic approaches on quantifying deposit amounts based on special event uses, which could be derived based on the size of the special event (anticipated number of participates) and/or the area needed for use by the special event (e.g., downtown area vs. a portion of public right-of-way). The formulas established would be contained in an updated Special Event policy that the revised ordinance language would cross-reference thereby ensuring applicants submitting Special Event applications understand what deposit amount could be applied to their event.

5. Traffic and Usage of Public Facilities Concerns

The City Council may also want to consider directing staff to incorporate new provisions to the Special Event ordinance to address concerns over traffic pattern disruptions caused by multiple special events and to increase the use of park facilities in lieu of streets for events.

There have been concerns raised with City staff about repeated usage of the same streets for events and whether that can cause disruptions of traffic patterns and parking. Staff notes that it is a possibility but would also note that the use of public property, including public streets, is a matter of public policy that can be set by the City Council through the special event ordinance, which can be worded to generally allow the use of public streets for special events, or be more restrictive in the use of streets.

City staff reviewed the usage of different publicly owned facilities over recent years and is interested in encouraging the use of these public facilities.

Below is the total number of events City records show as scheduled uses between 2018-2023 (July) at Garden Street Plaza:

- 2018 - 30 events
- 2019 - 56 events
- 2020 - 22 events
- 2021 - 7 events
- 2022 - 14 events
- 2023 - 11 (through July)

Below is the total number of events scheduled at the Convention Center Courtyard during recent years:

- 2018-2019 - 10 events (4 had multiple days)
- 2019-2020 - 5 events (1 had multiple days)
- 2020-2021 - 5 events
- 2021-2022 - 1 event
- 2022-2023 - 6 events (2 had multiple days)

The City Council may consider limiting the number and/or frequency of a Special Event that is consistently held, in the same location, using public streets or publicly owned outdoor facilities over a specified timeframe in the same calendar year. Consideration may be sought to limit the number of times continuous events are held when these events utilize public streets, sidewalks, or public outdoor owned facilities for their benefit as a way to conduct their regular business. Parks already has ordinance requirements that permit commercial vendors from operating in the park; however, if the Council desires, further research and potential changes to the Special Events ordinance could be considered that may limit the frequency of a Special Event as noted above within a park location and/or a publicly owned outdoor space.

Below is an example revision to the Special Events Ordinance that is intended to limit the usage of streets for events, it contains an exception for parades, since that type of event is specifically intended for streets, it would also allow special events supported by businesses adjacent to the

proposed street location since traffic disruption concerns are often linked to parking concerns these businesses would be directly impacted by the proposed event and would likely be suited to decide whether a proposed event should be considered disruptive. It should be noted that this proposal is not included in the attached draft revisions.

In order to prevent long term disruption of traffic patterns and to encourage the use of parks and/or public or private facilities, and not public streets for special events, for purposes of this ordinance, the city may determine that an event substantially interrupts the safe and orderly movement of vehicular traffic contiguous to the streets where the proposed event is to be held if the applicant is requesting to hold an event, other than a parade, in a street that will impact traffic patterns for more than twelve (12) days in a calendar year or has filed similar event applications impacting the same streets within the previous twelve (12) months. The city may find that no substantial interruption is occurring if the applicant for the special event, or a sponsor of the special event, is a property owner or tenant of property with street frontage in the area proposed for closure, or if the requested closures for special events only impact alleyways.

Based on direction received, staff will work on drafting updates to the Special Events ordinance which will be presented to the Council at a future meeting. In addition, if directed by the City Council, any proposed revisions to the Special Events ordinance can be presented to various stakeholders that have utilized the Special Events process.

Fiscal Impact:
N/A

Prior Council Action: N/A

Other: N/A

Alternatives:
The City Council may, in lieu of the recommended motion, direct staff to not process any amendments to Visalia Municipal Code Section 12.48 Special Event.

Recommended Motion (and Alternative Motions if expected):
I move to direct staff to begin drafting revisions to Chapter 12.48 based on the City Council's desired options as identified in the staff report and during the work session presentation.

Environmental Assessment Status:
The requested action is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(3) since the activity in question is not a "project" as defined in CEQA Guidelines Section 15378. Furthermore, this action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) since there is no reasonable possibility that it would have a significant effect on the environment.

CEQA Review:
The requested action is not a "project" under CEQA.

Attachments:

1. Chapter 12.48 Special Events

Sections:

12.48.010 Purpose.

12.48.020 Definitions.

12.48.030 General provisions.

12.48.040 Applications for non-expressive special events.

12.48.050 Applications for expressive events.

12.48.060 Application contents.

12.48.070 Spontaneous expressive events.

12.48.080 Special event authorization.

12.48.090 Rejection and notice.

12.48.100 Insurance, indemnification, risk mitigation.

12.48.110 Interference with a special event.

12.48.120 Appeal.

12.48.130 Cleanup deposits for certain special events.

12.48.140 Duties of applicant.

12.48.150 Severability.

Section 12.48.010 Purpose.

The purpose of this chapter is to promote the city's interest in regulating competing uses of public fora, in regulating the streets to protect the safety, comfort, and convenience of the public, and in ensuring adequate public safety and other city services. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.020 Definitions.

As used in this chapter, the following terms are defined in this section:

"Applicant" shall mean any person, firm, organization, association, or corporation, and their authorized designees, that has submitted an application for authorization to conduct, sponsor, or organize an event governed by this chapter. An applicant must be 18 years of age or older.

"Special Event" shall mean any parade, march, procession, pageant, review, ceremony, festival, assembly or exhibition consisting of persons, animals or vehicles, or a combination thereof which:

1. Is likely to be, planned to be, or actually conducted in, upon, or along, any portion of any city street, sidewalk, alley, or other public right-of-way, or other property owned or controlled by the city;

2. Is likely to, planned to, or actually does obstruct, delay, impede, impair or interfere with the usual, normal and free pedestrian use, vehicular use, or other lawful use of the location; or is likely to, planned to, or actually does not comply with traffic controls or other applicable law; and

3. Provided, however, that a special event shall not include any association of persons which does not present serious traffic, safety, or competing use concerns beyond those presented on a daily basis by ordinary use of the streets and sidewalks, or which does not otherwise implicate significant government interests.

"Expressive Event" shall mean any special event organized or conducted solely or primarily for the purpose of engaging in speech protected by the First Amendment of the United States Constitution or Article 1, Section 2 of the California Constitution.

"Spontaneous Expressive Events" shall mean any expressive event occasioned by news, affairs, or circumstances coming into public knowledge less than five days prior to the date of such event.

"Application Fee" shall mean the fee to be paid by the applicant for a special event at the time the application is ~~filed with the special events committee, or its authorized designee.~~ A fee schedule shall be authorized or established by resolution of the city council and shall cover the actual full costs (or a portion thereof) of processing special event applications.

"Chief of Police" shall mean the chief of police of the City of Visalia, or his/her authorized designee.

"City Manager" shall mean the city manager of the City of Visalia, or his/her authorized designee.

~~"Special Events Committee" or "Committee" shall mean the committee responsible for authorizing special events pursuant to this chapter, or its authorized designee. (Ord. 2018-05 § 2 (part), 2018)~~

Section 12.48.030 General provisions.

A. It is unlawful for any individual, entity, firm, association, or corporation to conduct, aid, or participate in any special event unless it has been approved ~~by the committee~~, and said authorizing documents issued by the city are carried by an individual present at the special event and responsible for ensuring compliance with the provisions of this chapter.

B. It is unlawful for any individual, entity, firm, association, or corporation to participate in any special event with the knowledge that the sponsor of the special event has not been authorized by the ~~committee~~ *city* or that the sponsor has failed to comply with the conditions of the authorizing documents.

C. ~~A special event approved by the committee~~ *A Special Event Permit* authorizes the applicant to conduct only such special event as is described in the authorizing documents, and in accordance with the terms and conditions of said documents. It is unlawful for the applicant to willfully violate the terms and conditions of the authorizing documents, or for any special event participant with knowledge thereof, to willfully violate the terms and conditions of the authorizing documents.

D. Any person willfully violating any provision of this chapter shall be subject to the remedies provided under Chapter 1.13 of the Visalia Municipal Code. In addition to the remedies provided under Chapter 1.13 of the Visalia Municipal code, or as an alternative thereto, such person may also be deemed guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars ($1,000) for each violation. Violations may also be addressed by civil action in which the violator shall be liable for the full amount of actual costs incurred by the city in connection with the provision of any city service for, or because of, the special event, including, but not limited to, police services, fire services, emergency services, park services, traffic safety services, and public works services.

E. ~~The committee~~ *Special Event Permits* shall not *be* process*ed* ~~any application for a special event~~ until the application fee, as set forth in the ~~fire department's~~ *the applicable City of Visalia* rates and fees schedule, has been paid in full. However, the ~~committee~~ *fee* shall *be waive*d ~~the application fee~~ if:

1. The applicant presents a verified statement certifying, under penalty of perjury, that:

a. First Amendment expression is the sole or primary purpose of the special event for which the authorization is sought; and

b. Payment of the application fee would be so burdensome that in the absence of a waiver the applicant would be precluded from exercising its First Amendment rights.

2. The applicant describes the nature of the event in narrative form, including details supporting the conclusion that the special event's sole or primary purpose is First Amendment expression; and

3. The applicant explains why payment of the application fee would preclude the applicant's exercise of First Amendment rights.

4. The ~~committee~~ *city* finds by a preponderance of the evidence that:

a. All information required by this subsection (E) of this section has been provided; and

b. The statement does not contain any material falsehoods or misrepresentations; and

c. Requiring payment of the application fee would burden the applicant to such an extent that the applicant would likely be precluded from exercising its First Amendment rights. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.040 Applications for non-expressive special events.

A. Unless otherwise specified, the following provisions do not apply to any application for an expressive event.

B. An application for a non-expressive special event shall be submitted at least one month prior to the planned date of the event and no more than one year prior to the planned date of the event, except that applications must be submitted at least two months prior to the planned date of the event if:

1. The event is likely to be, or planned to be, in, upon, or along any portion of any city street, sidewalk, alley, or other public right-of-way; or

2. The event is likely to have, or planned to have, more than one thousand (1,000) persons in attendance.

C. ~~After submitting an application for a non-expressive special event, the applicant shall schedule at least one meeting with the committee, either in person or via telephone, to coordinate with the city on the conduct of the non-expressive special event and to review the requirements for processing the application.~~

~~D.~~ ~~Additional~~ *All* applications materials required by the *city* ~~committee for non-expressive special events~~ must be received and the application deemed complete no later than seven business days prior to the planned date of the event, except that applications must be complete no later than fourteen (14) business days prior to the planned date of the event if:

1. The event is likely to be, or planned to be, in, upon, or along any portion of any city street, sidewalk, alley, or other public right-of-way; or

2. The event is likely to have, or planned to have, more than one thousand (1,000) persons in attendance.

~~E.~~ *D.* An application is complete if ~~the committee~~ *all required documentation and materials have been* ~~has~~ received ~~all information required by~~ per Section 12.48.060 (Application contents).

~~F.~~*E.* If an applicant for a non-expressive special event fails to comply with the requirements of this section, the ~~committee shall deny the~~ application *shall be denied* in accordance with the provisions set forth in Section 12.48.090 (Rejection and notice). (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.050 Applications for expressive events.

A. An initial application for an expressive event shall be submitted at least five business days prior to the planned date of the event and no more than one year prior to the planned date of the event, except that applications must be submitted at least seven business days prior to the planned date of the event if:

1. The event is likely to be, or planned to be, in, upon, or along any portion of any city street, sidewalk, alley, or other public right-of-way; or

2. The event is likely to have, or planned to have, more than one thousand (1,000) persons in attendance.

B. ~~After submitting an application for an expressive event, the applicant shall schedule at least one meeting with the committee, either in person or via telephone, to coordinate with the city on the conduct of the event and to review the requirements for processing the application.~~

~~C.~~ For an expressive event not requiring a special event encroachment permit as part of the authorizing documents, and not likely to have, or planned to have, more than one thousand (1,000) persons in attendance, a final decision regarding the authorization of said expressive event shall be made within three business days of the *city's* ~~committee's~~ receipt of a complete application.

~~D.~~*C.* For expressive events that require a special event encroachment permit as part of the authorizing documents, or are likely to have, or planned to have, more than one thousand (1,000) persons in attendance, a final decision regarding the authorization of the expressive event shall be made within five business days of the ~~committee's~~ receipt of a complete application.

~~E. Applicants shall be notified of the committee's decision within one business day after the decision is made.~~

~~F.~~*D.* In determining whether to authorize an expressive event, or any terms or conditions imposed thereon, ~~the committee shall not, under any circumstances, consider the message of the event,~~ the content of speech, the identity or associational relationships of the applicant, ~~or make~~ any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the event ~~shall be considered under any circumstances.~~

(Ord. 2018-05 § 2 (part), 2018)

Section 12.48.060 Application contents.

A. Except for spontaneous expressive events, any applicant desiring to conduct a special event or an expressive event shall complete and file ~~with the committee~~ all application documentation provided or otherwise available to the applicant from the city. The applicant shall also provide any additional information required ~~by city for the committee~~ to make the findings required by Section 12.48.080. The city shall assist the applicant should such additional information be required.

B. In addition to the information required by subdivision (A), if a special event is likely to be, or planned to be, conducted in, upon, or along, any portion of any city street, sidewalk, alley, or other public right-of-way, the applicant shall also submit the following information:

1. A special event encroachment permit application; and

2. A plan that demonstrates how the applicant intends to comply with the city's good neighbor policy; and

3. A traffic control plan*, when required by the city,* and, where applicable, a logistics schedule.

C. In addition to the information required by subdivision (A), if an expressive event is likely to be, or planned to be, conducted in, upon, or along, any portion of any city street, sidewalk, alley, or other public right-of-way, the applicant shall also submit the information specified in subdivision (B), except such applicants shall not be required to comply with the city's good neighbor policy. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.070 Spontaneous expressive events.

A. An authorization pursuant to this chapter is not required to conduct, aid, or participate in any spontaneous expressive event that complies with the provisions of this section.

B. Prior to the start of the event, the organizer of a spontaneous expressive event shall notify the ~~committee~~ *appropriate staff* of the event and, to the extent reasonably practicable under the circumstances, respond to all appropriate requests for information.

C. A spontaneous expressive event must not present a substantial safety or traffic hazard and must not unduly impede, obstruct, impair, or interfere with the public's use of the street or other public property, the operation of emergency vehicles, the provision of city services, or any lawful competing use of the location where the event is located.

D. If a spontaneous expressive event presents a substantial safety or traffic hazard, or unduly impedes, obstructs, impairs, or interferes with the public's use of the street or other public property, the operation of emergency vehicles, the provision of city services, or any lawful competing use of the location where the event is located:

1. Unless the spontaneous expressive event's location has special communicative value to the purpose of the event and such value would be lost by moving the event to another location, the event's organizer must make a diligent and good faith effort to relocate the event, and its participants, to another location that does not present a substantial safety or traffic hazard, or unduly impede, obstruct, impair, or interfere with the public's use of the street or other public property, the operation of emergency vehicles, the provision of city services, or any lawful competing use of the location where the event is located.

2. If the spontaneous expressive event cannot be relocated due to the special communicative value of the event's location or the unavailability of another location, then the chief of police shall take appropriate action to the extent reasonably necessary to eliminate the hazard, risk, interference, or impairment; provided, however, that the chief of police shall not order the area cleared or the cessation of spontaneous expressive activities unless reasonably necessary to avoid imminent danger to person or property. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.080 Special event authorization.

A. A special event shall be authorized if, after consideration of the application documentation provided by or requested of the applicant, along with any other relevant information ~~in the committee's possession, the committee finds that~~ *the city determines*:

1. The conduct of the special event is not likely to substantially interrupt the safe and orderly movement of traffic contiguous to the area or streets where the proposed event is to be held;

2. The conduct of the special event is not likely to require the diversion of so great a number of city police officers to properly police the streets and area being used, as to prevent normal police protection to the city;

3. The concentration of individuals, animals, and vehicles is not likely to unduly interfere with proper fire and police protection of, or ambulance services to the area, or areas contiguous thereto;

4. That the applicant has provided for an adequate number of monitors to control the orderly conduct of such event;

5. The conduct of such special event is not likely to cause injury to individuals or property;

6. If the special event is a parade, that it will likely move from its point of origin to its point of termination expeditiously and without unreasonably stopping in route;

7. The special event is not to be held for the sole purpose of advertising any product, goods, wares, merchandise~~, or event, and is not designed to be held purely for private profit~~;

8. If the applicant has previously received a special event authorization, that the applicant complied with all provisions of this chapter and with all conditions placed on the authorization, has timely paid all applicable fees, charges, and penalties imposed in relation to the authorization~~, or has entered into a repayment plan for all unpaid amounts and is current on all payments under such plan~~.

9. The special event complies with the provisions set forth in Section 12.48.100 (Insurance, indemnification, risk mitigation).

10. The special event is not likely to substantially interfere with municipal services, such as fire or solid waste, shall not interfere with ambulance services, access to emergency services, and shall not substantially interfere with educational activities of public schools near the proposed special event location.

B. Terms or conditions placed on a Special Event ~~by the Committee~~ shall only be included to the extent that:

1. The term or condition is necessary ~~for the Committee~~ to make the findings required by subdivision (A) above; or

2. The term or condition is necessary to defray municipal expenses reasonably incurred as a direct result of authorizing the special event. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.090 Rejection and notice.

A. If an applicant fails to comply with the requirements specified in Sections 12.48.040, 12.48.050, and/or 12.48.060, the ~~committee~~ *application* shall *be denied* ~~deny the application and notify~~ *and* the applicant notified in writing ~~of the committee's action~~.

~~B. If, after receiving a complete application, the committee is unable to make the findings required by Section 12.48.080, the committee shall notify the applicant why, based on the information in the committee's possession, the committee was unable to make the required findings and shall request additional information that could enable the committee to make the required findings.~~

~~C.~~*B.* Any notice of denial shall state with specificity the reasons for the application's denial and shall identify the provision or provisions of this chapter upon which the denial is based.

~~D.~~*C.* All notices sent pursuant to this section shall be deposited in the United States post office in the city, postage prepaid, addressed to the applicant at his/her address as provided in the application, or be sent via electronic mail to the address provided in the application. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.100 Insurance, indemnification, risk mitigation.

A special event authorization shall not be made unless:

A. The applicant has obtained adequate insurance, both in type and amount, as determined by the city's risk manager or designee, which determination shall be based upon the logistics, size and other factors associated with the conduct of the special event. The determination made by the city's risk manager or designee shall be reasonably calculated to protect the city from any liability which may be incurred by the city pursuant to its authorization of the special event.

B. The applicant obtains a waiver for insurance coverage, as provided below.

1. The ~~committee shall waive the~~ requirement for insurance coverage *shall be waived* if the applicant presents a verified statement, certifying under penalty of perjury, with sufficient information to establish that:

a. First Amendment expression is the sole or primary purpose of the special event*; there will be no fee or donation charged or requested as a condition of admission; the special event will not involve the use of equipment, other than sound equipment; the special event will not involve the sale of alcohol*; and

b. *The applicant or officer of the sponsoring organization has determined that the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression; and* ~~The cost of obtaining insurance is so burdensome that in the absence of a waiver the applicant would be precluded from exercising its First Amendment rights.~~

c. The applicant has been unable to obtain insurance coverage *that is within the applicant's budget*, including the name and address of at least two insurance agents or other sources contacted to determine insurance premium rates *and suitable insurance through the City of Visalia is unavailable to the applicant*.

2. The applicant signs an agreement to reimburse the city for any costs the city incurs in connection with the special event proximately caused by the actions of the applicant, its officers, employees, or agents, or any person who was, under the applicant's control insofar as permitted by law. The agreement shall also provide that the applicant shall hold harmless, indemnify and defend the city, its officials, members, agents and employees against any claims, costs, damages, demands, liability and notices, or any of these, arising or resulting from any damage or injury proximately caused by actions of the applicant in connection with the special event, regardless of whether the city is actively negligent or passively negligent, except for those claims, costs, damages, demands, liability and notices, or any of these, caused solely by the negligence or willful misconduct of the city. Persons who merely join in a parade or event are not considered by that reason alone to be "under the control" of the applicant; and

3. The applicant agrees to cooperate with the city to respond to risks, hazards, and dangers to public health and safety that are reasonably foreseeable consequences of the special event. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.110 Interference with a special event.

No individual shall join or participate in a special event, nor in any manner interfere with its progress or orderly conduct without the consent of the applicant or its designee. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.120 Appeal.

Any decision involving an application for a special event authorization may be appealed to the city manager by filing a written notice for an appeal with the city clerk within ten business days of such action. The city manager or designee shall hear such appeal and issue a determination within five business days. If such an appeal is taken from revocation of an authorization, the revocation shall not be effective until after a decision upholding the revocation has been made by the city manager or designee. The decision of the city manager or designee on an appeal shall be final subject only to a judicial challenge. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.130 Deposits for certain special events.

A. Generally.

1. ~~The committee may require the applicant to pay a~~ A deposit reasonably calculated *by the city* to reimburse the city for its reasonable and necessary costs in providing services for a special event *shall be required for any special event that requires a prior application to the city. The required deposit shall be calculated based on the applicable rate of personnel involved in traffic control, fire safety, or other facility or event support, such as rubbish removal or street cleaning, to the extent that the usual demand for*

municipal services is increased as a result of the special event. The applicable personnel costs shall be calculated based rates established by the city and based upon the estimated actual cost to the city of providing such additional services necessary to support the special event. After the event the deposit shall be compared to actual costs incurred with additional costs to be billed to the applicant and overages shall be returned.

2. If the applicant disputes the amount of a deposit, he or she may appeal to the city manager or his/her designee within five business days after receipt of the deposit determination.

B. Cleanup deposits.

1. The applicant for a special event involving the sale of food or beverages, erection of structures, horses or other large animals, water aid stations, or the use of public streets, sidewalks, or any public right of way shall be required to provide a cleanup deposit prior to the authorization of a special event. The cleanup deposit shall *be based on* ~~be in~~ the amount established in the master fee resolution *for hourly special services provided by solid waste division and calculated based on ___ hours per ___ people expected at the special event*. *The deposit may be reduced if the applicant provides a plan for waste disposal during the event that is approved by the city.*

2. The cleanup deposit shall be returned to the applicant after the special event if the area used for the special event has been cleaned and restored to the same condition as existed prior to the event, or, if no authorization has been made on an application, to the applicant after the planned date of the event as identified in the application has passed.

3. If the property used for the event has not been properly cleaned or restored, the applicant shall be billed for the actual cost incurred by the city for cleanup and restoration, and the cleanup deposit, or a portion thereof, shall be applied toward payment of the bill. Should there be any unexpended balance on deposit after completion of the work, this balance shall be refunded to the applicant. Should the amount of the bill exceed the cleanup deposit, the difference shall become due and payable to the city upon the applicant's receipt of the bill.

C. Waiver of deposits for expressive events.

1. ~~The committee shall waive~~ the requirements for a deposit *shall be waived* if the applicant presents a verified statement, certifying under penalty of perjury, explaining in sufficient detail ~~for the committee~~ to determine that:

a. First Amendment expression is the sole or primary purpose of the special event; and

b. Payment of the deposit would be so burdensome that in the absence of a waiver the applicant would be precluded from exercising its First Amendment rights. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.140 Duties of applicant.

A. Each applicant shall comply with all terms and conditions of its special event authorization.

B. Each applicant shall ensure that the person leading a parade, or other event along a route, or the person in charge of any other event, shall carry the special event authorization documentation on his or her person for the duration of the event.

C. Each applicant shall ensure the area used for the authorized special event is cleaned and restored to the same condition as existed prior to the event, immediately following the completion of the event. (Ord. 2018-05 § 2 (part), 2018)

Section 12.48.150 Severability.

If any provision of this Chapter 12.48 or its application to any person or circumstance is held invalid, the remainder of this chapter or the application of the provision to other persons or circumstances shall not be affected. (Ord. 2018-05 § 2 (part), 2018)

Special Events

VISALIA MUNICIPAL CODE 12.48

Consideration & Direction on Initiating Updates To Chapter 12.48 “Special Events”

- Presentation is to conduct a review of current processes and ordinance requirements related to Special Events (Chapter 12.48).
- Based on information provided during the presentation, the City Council may direct staff to proceed with:
  - Draft revisions to Chapter 12.48 based on the items noted in the report and presentation.
  - Solicit feedback from stakeholders that have utilized the Special Events process.
- Revisions to Chapter 12.48 will be presented to Council for a first reading of the ordinance at a future meeting.

Required Clarifications and Corrections

- Item No. 1: References to "Special Events Committee":
  - Throughout Ordinance, "Special Events Committee" referenced.
  - Internal Staff Meeting/Not appointed Committee Members.
  - Recommendation is to revise language and replace the word "committee" with appropriate City staff reference.
  - Revisions will also include removal of language on applicant meetings to reflect how applications are processed.

Required Clarifications and Corrections

- Item No. 2: Special Events Authorization:
  - Provide clear and concise language in the findings (Section 12.48.080).
  - Remove Limitations on Commercial Events.
  - Focus on Health and Safety Concerns.
  - Allow Denial if Event Interferes with Municipal or Public Agency Service.

Required Clarifications and Corrections

- Item No. 3: Insurance, Indemnification, Risk Mitigation:
  - Policy Changes to Assure Proper Insurance is Provided.
  - Work w/ City Attorney's office and City's Risk Management Division on appropriate requirements.
- Item No. 4: Monetary Deposits:
  - Create Policy For Deposit Formula.
  - Require Deposits on Events that Impact City Services.

Required Clarifications and Corrections

- Item No. 5: Traffic & Usage Concerns:
  - Inquires received regarding repeated usage of the same area for the same event.
  - Council may want to consider protentional changes to the ordinance that may limit the number and/or frequency of an event that is continuously held in the same location.
  - Staff will look at impacts to right-of-way, traffic pattern disruptions, impacts to surrounding businesses.
  - Example of revision language that could be considered is provided in staff report and noted on the next slide.

Additional Items to Consider

- Example language:

In order to prevent long term disruption of traffic patterns and to encourage the use of parks and/or public or private facilities, and not public streets for special events, for purposes of this ordinance, the city may determine that an event substantially interrupts the safe and orderly movement of vehicular traffic contiguous to the streets where the proposed event is to be held if the applicant is requesting to hold an event, other than a parade, in a street that will impact traffic patterns for more than twelve (12) days in a calendar year or has filed similar event applications impacting the same streets within the previous twelve (12) months. The city may find that no substantial interruption is occurring if the applicant for the special event, or a sponsor of the special event, is a property owner or tenant of property with street frontage in the area proposed for closure, or if the requested closures for special events only impact alleyways.

Recommendation

- Staff recommendation is to direct staff to begin drafting revisions to Chapter 12.48 based on the City Council's desired options as identified in the staff report and during the work session.
- In addition, proposed revisions to ordinance can be presented to various stakeholders.

QUESTIONS

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 23-0118 **Agenda Date:** 8/21/2023 **Agenda #:** 1.

Agenda Item Wording:
Authorization to read ordinances by title only.

Visalia City Council

Staff Report

File #: 23-0258 **Agenda Date:** 8/21/2023 **Agenda #:** 2.

Agenda Item Wording:
Authorize the City Manager to award a sole source contract for the replacement of factory correct Ultraviolet (UV) Disinfection System components at the Water Reclamation Facility (WRF) to Veolia WTS Services for a not-to-exceed amount of $120,000. This is a one (1) year contract that may be renewed for four (4) consecutive one (1) year periods.

Deadline for Action: 7/17/2023

Submitting Department: Public Works

Contact Name and Phone Number:
Wyndi Ferguson, Public Works Manager, wyndi.ferguson@visalia.city <mailto:wyndi.ferguson@visalia.city>, 713-4186
Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 713-4052

Department Recommendation:
Authorize the City Manager to award a sole source contract for the replacement of factory correct Ultraviolet (UV) System components at the Water Reclamation Facility (WRF) to Veolia WTS Services for a not-to-exceed amount of $120,000. This is a one (1) year contract that may be renewed for four (4) consecutive one (1) year periods.

Background Discussion:
One of the key elements in the upgrade project at the Water Reclamation Facility (WRF) was to decommission the trickling filters and convert the activated sludge facilities to a new membrane bioreactor (MBR) process. The MBR effluent is then treated to California Administrative Code Title 22 disinfection requirements for unrestricted reuse, and then may be utilized for irrigation of parks and appropriate agricultural crops within and surrounding the City. The selected disinfection process to produce recycled water was Ultraviolet (UV) disinfection, and the equipment purchased was the Ozonia Aquaray HO VLS UV Disinfection System. This system was constructed downstream of the MBR system and provides reliable and consistent disinfection to the MBR effluent. The UV installation consists of two open channels to treat initial flows of 18 MGD. Each channel is loaded with 6 UV banks, and each bank consists of 2 modules that contain 36 lamps and various appurtenances.

The WRF has a stringent maintenance plan in place to ensure that the disinfection of the final effluent meets the required permit levels, and that the UV process stays in compliance with the Operation Plan approved in the Waste Discharge Requirements (WDR) for the WRF issued by the Central Valley Regional Water Quality Board. The WDR states “The UV lamps must be maintained below the maximum value of 16,000 hours of operation” and “No equivalents or substitutions will be accepted without DDW and Central Valley Water Board Executive Officer approval of equivalent disinfection performance”. This includes, but is not limited to, the replacement of UV bulbs, ballasts, wipers, quartz sleeves and electrical parts.

As manufacturer parts are required, and Veolia WTS Services are the distributor/supplier of Ozonia Aquarary UV Systems, staff is requesting a sole source contract be awarded for a not to exceed amount of $120,000.

Fiscal Impact:
The replacement parts will be paid for out of the UV Disinfection Overhaul Capital Improvement Project (CP0441), which has an annual budget of $120,000 within the Wastewater Fund 431.

Recommended Motion (and Alternative Motions if expected):
I move to authorize City Manager to award a sole source contract for the replacement of factory correct Ultraviolet (UV) Disinfection System components at the Water Reclamation Facility (WRF) to Veolia WTS Services for a not to exceed amount of $120,000. This is a one (1) year contract that may be renewed for four (4) consecutive one (1) year periods.

Visalia City Council

Staff Report

File #: 23-0260 **Agenda Date:** 8/21/2023 **Agenda #:** 3.

Agenda Item Wording:
Authorize the City Manager to execute a sole source agreement for professional services with the Urban Tree Foundation, Inc. for a two-year term with the option to renew for three additional one-year terms, in an amount not to exceed $150,000 per year.
Deadline for Action: None

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.city, (559) 713-4540
Frank Senteno, City Engineer, Frank.Senteno@visalia.city, (559) 713-4540
Nick Mascia, Assistant City Manager, Nick.Mascia@visalia.city, (559) 713-4323

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to execute a professional services agreement with the Urban Tree Foundation, Inc. for a two-year term with the option to renew for three additional one-year terms, in an amount not to exceed $150,000 per year.

Background Discussion:
The Urban Tree Foundation, Inc. (UTF) has been under contract with the City for over twenty years and has been providing design and project management services related to urban forestry matters to the City. Their agreement recently expired in July 2023. Staff recommends a new agreement be established for their continued work with the City to provide grant writing services, grant management, construction management, and consulting services related to the City's Urban Forestry Program.

The Urban Tree Foundation, Inc. (UTF) is a non-profit organization dedicated to promoting and preserving the urban forest through education, planting and tree care. Staff members at UTF are industry-acknowledged experts in the field of landscaping. Their services include preparing grant applications, landscape design, and project management, review of landscape plans and general consulting as it relates to urban forestry. They are also locally based so they have a unique understanding of the Visalia area landscape.

UTF will provide the following services under the terms of the proposed agreement:

- Assist in the development and review of landscape plans for capital improvement projects;
- Continue to apply for grants (as funds become available) to obtain funding for projects related to Urban Forestry and landscaping projects along trails, waterways, and basins;
- Provide training on related Urban Forestry topics and tree care, as requested;
- Advise various City departments, including CIP Engineering and Parks & Recreation on matters related to Urban Forestry and street landscapes; and

- Provide project management and construction management services on successful grant awarded projects.

The UTF staff contract rate will be $90.00 per hour. This is an increase to their previous hourly billing rate of $70.00, an approximate 28.6% increase. UTF's billing rate has remained constant at $70.00 per hour over the last 10 years. Current grant funded projects UTF is assisting in implementing the landscaping component include the St. John's Eastside Renewal Project, the East Side Regional Park projects Basins D & G, and the restoration of native valley oak riparian forest at the Peoples Basin, Oakes, Basin and the Goshen Basin. UTF staff time for these projects is monitored by the City and is reimbursed through the various grants they helped secure for the City. UTF assisted the City in receiving an award of grant funds for the aforementioned projects.

One of the more recent projects UTF assisted the City in obtaining grant funds is the Oaks Basin Expansion project. UTF played a significant role in assisting the City in successfully receiving an award of funds in the amount of $2,867,667 from the Urban Flood Protection Grant Program.

Staff recommends to sole source a Professional Services agreement to UTF for several reasons. First, UTF is an asset to the community. They work closely with community groups such as the Community Services Employment Training (CSET). CSET is a non-profit organization that offers programs to underprivileged youth with an opportunity to receive real job training and experience. UTF also helps to coordinate volunteer tree planting events on Earth Day and Arbor Day.

Secondly, the relationship with UTF provides a competitive advantage in applying for grants. Many of the funding agencies look favorably on applicants who partner with non-profits and local conservation corps. UTF is itself a non-profit organization and is able to successfully partner with CSET who is the local California Conservation Corps serving Tulare County.

Thirdly, UTF has consistently provided a high level of service. The staff is always available to answer City staff's questions and take time to meet even on short notice.

Finally, the contract with UTF has proven to be a smart investment. Over the past five years, over 70% of the amount paid to UTF through their contract with the City has been funded through grant awards that they have obtained for the City.

Fiscal Impact:
The contract sum shall be a not to exceed amount of $150,000 per year. Funds shall be appropriated on a yearly basis as follows:

Grant Funding Sources (75%)	$112,500
General Fund - Parks and Bike Path Maintenance Divisions (25%)	$37,500
Yearly Contract Total	$150,000*

*There is no increase from the previous maximum annual agreement of $150,000.

Prior Council Action:
June 18, 2018
Authorized the City Manager to award a contract for a two-year Professional Services Agreement with the Urban Tree foundation, Inc. in an amount not to exceed $150,000 per year.

Alternatives:
None.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute a sole source agreement for Professional Services with the Urban Tree Foundation, Inc. for a two-year term with the option to renew for three additional one-year terms, in an amount not to exceed $150,000 per year.

Environmental Assessment Status:
N/A

CEQA Review:
N/A

Attachments:
1. Professional Services Agreement
2. Owner Disclosure Statement

PROFESSIONAL SERVICES AGREEMENT
URBAN TREE FOUNDATION, INC.

This Agreement, entered into this _____ day of _____, 2023, by and between the City of Visalia, hereinafter referred to as the "CITY", and Urban Tree Foundation, Inc., a Non-Profit Corporation, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" – Schedule of Fees for Professional Services.

B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "B" – Consultant Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion. The term of this agreement is two years from the date of execution. There shall be three extensions available of one (1) year at the City's and Consultants mutual agreement for a maximum of five (5) years.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, 90.00per hour for time actually worked. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". The maximum payment under this agreement shall not exceed $150,000 per year without the prior written approval of the CITY.

B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly basis. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any. Project Managers must sign off on monthly time.

IV. AUTHORIZED REPRESENTATIVE

A. CITY: The CIP Engineering Division shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.

B. CONSULTANT: Urban Tree Foundation Inc. shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

IX NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

X. SUBCONTRACTING

A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

XI. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

XII. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XIII. DOCUMENTS/DATA

A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or

others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes."

XIV. INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.

D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' compensation insurance as required by California statues.

2. 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 coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Professional liability insurance coverage, in an amount not less than One Million Dollars ($1,000,000).

4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia, Visalia, CA 93291.

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY

endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XV. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XVI. MISCELLANEOUS PROVISIONS

A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all

applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA 315 E. Acequia Ave. Visalia, CA 93291 Attention: CIP Engineering Division	CONSULTANT Urban Tree Foundation, Inc. 1512 W. Mineral King Ave. Visalia, CA 93291 Attention: Executive Director

G. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.

L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

_____
City Manager

Approved as to Form

_____
City Attorney

_____
Risk Manager

_____
Project Manager

CONSULTANT

_____

Attachments:

Exhibit “A”: Scope of Services
Exhibit “B”: Schedule of Fees for Professional Services

2023-2025 Urban Tree Foundation, Inc.
Professional Services Contract

EXHIBIT A

Scope of Services

All work to be completed upon request of the City of Visalia.

Task 1. Assist in Review of Landscape Plans for Development Projects (Public/Private)

- Upon request, assist City Staff in the review of landscape plans for development projects, in particular advising on tree selection, location, and irrigation systems.
- Upon request, assist City Staff in explaining suggested changes to submitted landscape plans to developers and/or their staff consultants.
- Upon request, hold regular office hours at City of Visalia offices.

Hours: As requested by COV

Task 2. Advise the City of Visalia on Matters Related to Urban Forestry

- Upon request, advise various City departments (not contractors) and perform duties as requested relating to City-wide urban forestry issues, including, but not limited to, street tree species, spacing, maintenance, policy issues relating to urban forestry, possible grant funding sources, the Oak Tree Ordinance, Landscape Standards, and strategies for creating an effective and healthy urban forest.
- Upon request, give presentations to community groups, City Council, commissions, committees and departments regarding urban forestry issues.

Hours: As requested by COV

Task 3. Provide Project Management Services for: Grant Application Writing

- Upon request, and as agreed upon, prepare and submit grant applications related to enhancing the urban forest which includes the acquisition of property, site planning, and landscaping various public right-of-way areas including City parks, trails and waterways.

Hours: As requested by COV

Task 4. Provide Project Management Services for: Landscape Design and Construction Services

- Upon request, and as agreed upon, prepare Landscape and Irrigation Design Services and/or provide project management services for Landscape Design and Construction Services related to enhancing the urban forest and for various public areas including City parks, trails, waterways and landscape and lighting districts.

Hours: As requested by COV

Task 5. Provide Tree Care & Maintenance Training

- As requested by the Parks & Urban Forestry Manager, provide training related to Urban Forestry.

Hours: As Requested by COV

Task 6. Provide Construction Management Services for various grant funded projects currently awarded to the City and future grant funded projects

- Upon request, develop and/or coordinate landscape construction plans and their installation.
- Upon request, oversee tree well construction, tree plantings, and watering/irrigation.
- Upon request, manage and oversee implementation of grant and administration.

Hours: Not to exceed grant limitations unless prior authorization is given in writing by the City of Visalia.

2023-2025 Urban Tree Foundation, Inc.
Professional Services Contract

EXHIBIT B
Schedule of Fees for Professional Services

For each project, the Consultant's project fee is $90.00 hour for time actually spent.

For all projects.

- Total cost to the City of Visalia not to exceed $150,000 per year or a maximum of $300,000 for the term of this two-year agreement.

Schedule of Fee for Professional Services

Hourly Rate= $ 90.00 per hour

Visalia City Council

Staff Report

File #: 23-0292 **Agenda Date:** 8/21/2023 **Agenda #:** 4.

Agenda Item Wording:
Review and accept the 2022-2023 Annual Report from the City of Visalia Historic Preservation Advisory Committee.

Deadline for Action: 8/21/2023

Submitting Department: Community Development

Contact Name and Phone Number:
Walter Deissler, Chairperson, Historic Preservation Advisory Committee
Cristobal Carrillo, Associate Planner, (559) 713-4443, cristobal.carrillo@visalia.city <mailto:cristobal.carrillo@visalia.city>
Paul Bernal, Community Development Director, (559) 713-4025 paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>

Background:
As one of the oldest cities in the Central Valley, Visalia hosts an impressive collection of historic sites and structures. Numerous structures with distinctive architectural styles are present in Visalia, concentrated in the city's historic core. The Historic Preservation Ordinance, adopted in 1979 and updated in 2001 and 2022, established the HPAC to act as a steward for historic preservation causes.

The Historic Preservation Advisory Committee (HPAC) is a seven-member committee that is primarily responsible for periodically updating the Local Register of Historic Structures, nominating properties to Local, State, and Federal Historic Registers, and reviewing building/planning actions related to historically designated structures within the Historic District and/or on the Local Register. Review of building and planning actions is the most frequent task undertaken by the Committee, consisting of review of exterior alterations to historically designated structures, and review of zoning actions on sites within the Historic District (ex. Change of Zones, Conditional Use Permits, Variances, and Planned Unit Developments). HPAC reviews are conducted with a focus on preserving the integrity of historic structures and maintaining the unified architectural character of historic neighborhoods. Committee actions are appealable directly to the City Council.

The Committee currently consists of six members (there is currently one vacancy) with a wide variety of knowledge relevant to historic preservation. Current members of the HPAC work in construction, architecture, real estate, and landscaping, and many of the members are active in community groups. The Committee meets on the second and fourth Wednesdays of every month so as to provide expedient review of development requests. In 2022, the HPAC held a total of 25 public meetings, which included 23 regular meetings (including a public outreach meeting) and two special called meetings. Committee members also spoke at multiple public meetings of the Visalia Planning Commission and Visalia City Council regarding historic preservation items of interest.

Discussion:
In 2022/2023, the HPAC took a number of actions to administer the goals and policies of the Historic Preservation Ordinance and Historic Preservation Element. The actions of the Committee are described in detail below.

Project Reviews

In 2022, the HPAC conducted a total of 27 project reviews. Items reviewed by the HPAC consisted of a wide range of residential and commercial projects, including proposals for a bed and breakfast inn, a medical spa, the demolition and rebuilding of Lee's Market, and the rehabilitation of several multifamily residential complexes. Projects reviewed also included updates to the Historic Preservation Ordinance and Local Register of Historic Register, discussed further in the "Long Range Projects" section of this report. All projects, as well as decisions rendered by the HPAC, are described in Attachment No. 1.

Long Range Projects

This past year saw the culmination of two long range HPAC projects: an update to Visalia Municipal Code Chapter 17.56 (Historic Preservation District Ordinance) and an update to the Local Register of Historic Structures. Both items were approved by the Visalia City Council on August 1, 2022.

The Historic Preservation Ordinance Update revised various provisions of the Ordinance to improve the ability of the HPAC to preserve historic resources. These included changes allowing for HPAC review of Local Register structures located outside the Historic District, and changes to reviews of demolition requests. The Local Register Update consisted of evaluations and updates to classifications applied to all structures listed on the Local Register of Historic Structures, resulting in changes to 100 properties. The updated Historic Preservation Ordinance and Local Register of Historic Structures are included as Attachment Nos. 2 and 3 respectively.

In the latter part of 2022, the HPAC also began planning the next stage of its long-range survey activities, consisting of site visits and evaluations of properties within and surrounding the Historic District. The goal of the "Historic District Survey Project", as it is now called, is to identify and evaluate properties for the possible addition to the Historic District and/or the Local Register of Historic Structures. Site surveys and evaluations by the HPAC are currently underway in 2023.

2022-2024 Goal Setting

Following completion of the Historic Preservation Ordinance and Local Register updates, the HPAC developed a list of goals to guide its activities for the following two years. Goal setting consisted of multiple discussions by the HPAC during public meetings, as well as a specially called work session with City Staff to discuss staff involvement and the feasibility of various goals. Goal setting was completed in September 2022. The list of goals is included as Attachment No. 5. Since completion of goal setting, the HPAC has focused its efforts on four main goals:

1. Survey sites within and around the Historic District for potential inclusion in the Historic District and/or Local Register of Historic District (Goals 1.a, 1.b, 1.g). Work on this goal is ongoing in 2023.

2. Re-establish HPAC recognition and awards programs (Goal 3.a). Work on this goal is ongoing in 2023.

3. Reach out to the Tulare County Association of Realtors (TCAR) to inform brokers of the HPAC and historic preservation in Visalia (Goal 4.a). This goal was completed in February 2023 via a presentation by HPAC members at a TCAR luncheon.

4. Improve architectural style descriptors on the Local Register and provide guidance documents for property owner and occupant use (Goal 5). This goal was completed in 2022 via minor administrative revisions to the Local Register of Historic Structures and completion of the Architectural Style Guide (see below).

Architectural Style Guide

During a 2022 public outreach meeting conducted for the Historic Preservation Ordinance and Local Register updates, members of the public expressed a need for guidance from the HPAC on best practices for the maintenance and restoration of historic structures. The HPAC responded by developing an “Architectural Style Guide”. Spearheaded by HPAC Vice-Chair Tyler Davis, the guide contains information on Visalia’s major architectural styles and their subsets. The guide highlights a wide range of residential, religious, commercial, professional, and civic buildings, with each section containing photo examples of each style of architecture, and bullet points that describe architectural features typical of each style. The guide is intended to help building owners determine the style of their structure and serve as a reference for those who are interested in local architecture. The Architectural Style Guide is currently available on the City of Visalia website and is included as Attachment No. 6 of this report.

Historic Preservation Month Proclamation

Through efforts from the HPAC, the Visalia City Council issued a proclamation on May 2, 2022, declaring May 2022 as Historic Preservation Month. The proclamation celebrated the establishment of the City and various actions taken to preserve the City’s historic resources. The proclamation is included as Attachment No. 7 of this report.

Letters to Property Owners

In an effort to conduct public outreach and encourage the preservation of historically significant structures, the HPAC embarked on a project to send letters to property owners of historic structures listed on the National Register of Historic Places. The letters inform property owners of existing historic designations and provide information on preservation and maintenance. Information provided to property owners included the Secretary of the Interior’s Standards for the Treatment of Historic Properties, the Visalia Historic Preservation Ordinance, and the Visalia “Historic Sites and You” Guide. Letters to owners of Visalia National Register sites were sent out in October 2022.

The HPAC has also made it a practice to send letters to interested property owners inviting them to

apply for historic designation. Letters include information on the HPAC and the benefits of being historically designated. Such letters are only sent out when a property owner contacts City staff with questions on how to designate their structure as historic. In 2022, one such letter was sent out.

Fiscal Impact: None.

Prior Council Action:

1. At the August 1, 2022, City Council meeting the Council approved Zone Text Amendment No. 2022-01, a request by the City of Visalia to amend Visalia Municipal Code Chapter 17.56 (Historic Preservation District).
2. At the August 1, 2022, City Council meeting the Council approved Zone Text Amendment No. 2022-02, a request by the City of Visalia to amend the Local Register of Historic Structures, reclassifying 100 structures.

Committee/Commission Review and Action:
The Historic Preservation Advisory Committee discussed the preparation and content of the annual report at its August 9, 2023, meeting.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to accept the 2022-2023 Annual Report from the Historic Preservation Advisory Committee.

CEQA Review: Not applicable.

Attachments:

1. Historic Preservation Advisory Committee - Project Reviews 2022
2. Historic Preservation District Ordinance (2022)
3. Local Register of Historic Structures (2022)
4. Historic District and Local Register Map
5. Historic Preservation Advisory Committee - 2022-2024 Goals
6. Architectural Style Guide
7. National Historic Preservation Month Proclamation - May 2022
8. Sample Letter to Properties on the National Register of Historic Places
9. Committee Member List

ATTACHMENT NO. 1

City of Visalia
Historic Preservation Advisory Committee
Project Reviews – 2022

PROJECT NUMBER	MEETING DATE(S)	LOCATION	PROJECT DESCRIPTION	DECISION
HPAC No. 2022-01	1/12/2022	515 West Goshen Avenue	A request to construct a new fence for an existing single-family residence.	Item approved.
HPAC No. 2022-02	1/26/2022	415 North Garden Street	A request to conduct exterior alterations to a single-family residence, a detached garage, and a storage shed, and install new rear yard fencing.	Item approved with the following modifications: • Include the restoration of corbels on the southern elevation of the residence. • Require reuse of shake removed from the residence on the exteriors of the shed and garage, install glass windows in the shed and garage, and restore the garage door and man doors to both the garage and shed. • Require that the battens currently on a portion of the western exterior be carried over to the remaining areas of the western exteriors of the garage and shed.
HPAC No. 2022-03	2/9/2022	315 West Race Avenue	A request to construct a storage building.	Item approved with a modification that the storage building contain board and batten siding on all exteriors.
HPAC No. 2022-04	2/9/2022, 2/23/2022	100 East Center Avenue	A request by Matthew Ainley to conduct exterior alterations and add fencing to an office building within the grounds of the Darling Hotel complex.	2/9/2022 – Item continued to a future unspecified date to allow for further consideration of staff's conditions and findings by the applicant and partners. 2/23/2022 – Item removed from consideration because the office building on which exterior alterations would occur is on a separate property from the Darling Hotel. Per the City Attorney, the Local Register designation applied to the Darling Hotel does not cross property lines, regardless of whether the buildings are attached. Consequently staff determined that the office building was not subject to HPAC review.

PROJECT NUMBER	MEETING DATE(S)	LOCATION	PROJECT DESCRIPTION	DECISION
HPAC No. 2022-05	2/23/2022	212 West Race Avenue	A request to conduct exterior alterations to a single-family residence.	Item approved with a modification that the window be developed with an appearance consistent with the gridded window on the southern elevation of the residence.
HPAC No. 2022-06	3/9/2022	301 North Fairway Street	A request to install a three-foot-tall decorative garden wall	Item approved.
HPAC No. 2022-07	3/9/2022	431 and 433 South Bridge Street	A request to install a six-foot-tall wrought iron fence.	Item approved.
HPAC No. 2022-08	3/23/2022	203 and 205 East Laurel Avenue	A request to renovate a duplex.	Item approved.
HPAC No. 2022-09	3/23/2022	500 South Court Street	A request to install a six-foot-tall wood fence.	Item approved.
HPAC No. 2022-10	4/13/2022, 4/27/2022	821 South Church Street	A request to construct a storage building, a carport, a gate, a flagpole, and demolish a detached garage and wood fencing.	4/13/2022 – Item was continued to the meeting of April 27, 2022, to obtain additional information from staff on whether it was possible to keep both the proposed storage building and an existing detached garage onsite, and what would occur if a Variance request was denied by the Visalia Planning Commission. 4/27/2022 – Item continued to a future unspecified date at the request of the applicant to allow for revision of the proposal to include the proposed storage building and conversion of the existing detached garage into an Accessory Dwelling Unit.

PROJECT NUMBER	MEETING DATE(S)	LOCATION	PROJECT DESCRIPTION	DECISION
HPAC No. 2022-11	4/27/2022	411 West Goshen Avenue	A request to construct a wood fence.	Item approved.
HPAC No. 2022-11 (Project Number repeated by mistake)	5/26/2022	Locations within the Historic District and Local Register	A request to amend Visalia Municipal Code Chapter 17.56 (Historic Preservation District).	HPAC recommended approval of the proposal to the Visalia City Council.
HPAC No. 2022-12	5/26/2022	Various locations on the Local Register.	A request to amend the Local Register of Historic Structures.	HPAC recommended approval of the proposal to the Visalia City Council.
HPAC No. 2022-13	7/13/2022	508, 510, 512, 514, and 516 South Court Street	A request to conduct exterior alterations to structures.	Item approved with the following modifications: • Permit placement of fascia board only if gutters are to be installed; • Modify the proposal so that two light poles are placed onsite, one on each side of the concrete walkway; • Approve placement of the arbor on property line, subject to City of Visalia approval; • Approve placement of the fence within City right of way, subject to City of Visalia approval and recordation of a License Agreement; and • Requiring window screens to be repaired, with new screens matching the appearance of original window screens.
HPAC No. 2022-14	7/27/2022	415 West Goshen Avenue	A request to construct a four-foot-tall wood picket fence.	Item approved.

PROJECT NUMBER	MEETING DATE(S)	LOCATION	PROJECT DESCRIPTION	DECISION
HPAC No. 2022-15	8/10/2022	601 West Kaweah Avenue/605 South Willis Street	A request to construct exterior alterations to a triplex.	Item approved with a condition requiring preservation of an original mail slot located within the Willis Street building exterior.
HPAC No. 2022-16	9/14/2022, 9/28/2022	540 North Court Street	A request to demolish and rebuild an existing convenience store.	9/14/2022 – Item was continued to the meeting of September 28, 2022 to provide time for the applicant to incorporate modifications requested by the Committee, as follows: • To stucco the trash enclosure. • To place faux gables on the roof to screen HVAC units. • Ensure that window security bars mimic the appearance of windows with muntins. 9/28/2022 – Item approved with modifications as follows: • That two dormer ends with small windows be installed, one each at the northern and southern elevations of the roof, to screen HVAC equipment. • That the dormer ends be as low scale as possible, with peaks that are at the same height as the ridge line of the main structure. • That vent features and barge boards be placed on the two front gables located on the western building elevation.
HPAC No. 2022-17	9/28/2022	216 East School Avenue	A request for a Conditional Use Permit to establish a single-family residence in the D-MU (Downtown Mixed Use) Zone.	HPAC recommended approval of the proposal to the Visalia Planning Commission.

PROJECT NUMBER	MEETING DATE(S)	LOCATION	PROJECT DESCRIPTION	DECISION
HPAC No. 2022-18	9/28/2022	807 West Noble Avenue	A request for wall signage on a single-family residence.	Item approved.
HPAC No. 2022-19	9/28/2022	500 North Willis Street	A request by Art Chiapa to install new fencing and signage.	Item approved.
HPAC No. 2022-20	10/26/2022	603 North Court Street	A request to add fascia board and gutters to an office and detached garage.	Item approved, with modifications requiring: • Removal of all newly placed fascia board on the office and detached garage; • Installation of gutters in all original locations; and • Restoration of all altered barge fascia tips to their original appearance on both structures.
HPAC No. 2022-21	10/26/2022	523 West Noble Avenue	A request for a Conditional Use Permit to establish a medical spa, add a 120 square foot lounge to an existing building, and remove and relocate a ramp.	HPAC approved the exterior alterations, and recommended approval of the Conditional Use Permit to the Visalia Planning Commission.
HPAC No. 2022-22	10/26/2022	507 North Encina Street	A request to perform exterior alterations to a single-family residence.	Item approved, with modifications requiring residing of the entire wall on which the sliding glass door was located, to match the southern wall of the room.
HPAC No. 2022-23	10/26/2022	512 North Court Street	A request to perform exterior alterations to an office building	Item approved.

PROJECT NUMBER	MEETING DATE(S)	LOCATION	PROJECT DESCRIPTION	DECISION
HPAC No. 2022-24	11/9/2022	729 North Floral Street	A request to install new fencing and signage.	Item approved, with with a modification to place the six-foot-tall wrought iron fencing within the existing eastern facing block wall of the carports.
HPAC No. 2022-25	12/14/2022	1304 West Center Street	A request for an addition to an office.	Item approved, with modifications as follows: • That the height of the addition match the height of the existing structure. • That the chimney be allowed to be removed. • That wood windows be required for the addition.
HPAC No. 2022-26	12/14/2022	513 North Encina Street	A request for a Conditional Use Permit to convert an existing single-family residence into a bed and breakfast inn and conduct exterior alterations to an existing guest house.	12/14/2022 – Item continued to the meeting of January 11, 2023 due to a lack of quorum resulting from Committee members being associated with the project, being absent, or residing within 300 feet of the project site.
HPAC No. 2022-27	12/14/2022	301 West Race Avenue	A request for exterior alterations to a single-family residence and relocation of an accessory storage structure	Item approved.

Chapter 17.56 Historic Preservation District

Sections:

17.56.010 Purposes and intent.

17.56.020 Components of the chapter.

17.56.030 Definitions.

17.56.040 Regulation of structures.

17.56.050 Creation of historic preservation advisory committee.

17.56.060 Appeal.

17.56.070 Demolition or moving of historic structures.

17.56.080 Ordinary maintenance and repair.

17.56.090 Exceptions to Visalia Municipal Code requirements.

17.56.100 Building design compatibility criteria.

17.56.110 Local register structures.

17.56.120 Fencing and wall design criteria

17.56.130 Role of building official.

17.56.140 Separability.

17.56.010 Purposes and intent.

A. There is created a historic district, the boundaries of which are shown on the two maps entitled, "Historic District Overlay," which accompany the ordinance codified in this chapter and which are on file in the office of the city clerk, on the 19th day of November, 1979 and dated 19th day of November, 1979. Said maps are adopted and made a part of this chapter.

B. This chapter is enacted to preserve and promote the public health, safety and welfare of the residents of the city, and to express the commitment of the city to assure that the city's cultural heritage, as reflected in its historic structures, sites, and features is not destroyed, through:

1. The protection and preservation of historic structures;

2. The preservation and maintenance of historic residential areas as cohesive neighborhood units;

3. The enhancement of property values in the older areas of the city;

4. The assurance that the community's cultural heritage, as reflected in the environment, is not lost;

5. The encouragement of the development of vacant and incompatibly developed properties in accordance with the character of the historic district;

6. The involvement of residents of the older areas in planning their own neighborhoods. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7700)

17.56.020 Components of the chapter.

This chapter shall include:

1. The ordinance, which specifies the historic district overlay designation, design evaluation criteria, and the formation, powers and duties of a historic preservation advisory committee;

2. Creation of a local register of historic structures, sites and features that may be modified from time to time by resolution of the city council.

3. Two maps that designate the historic district overlay. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7701)

17.56.030 Definitions.

A. All definitions, general and specific, set forth in Section 17.04.030 shall be applicable to this chapter.

B. Definitions.

"Construction" means any building activity requiring the issuance of a building permit, except for any activity that does not affect the exterior appearance of the structure.

"Enlargement" means construction that results in the expansion of the gross floor area of a structure.

"Historic structure" means a structure listed on the Local Register.

"Local register" means the listing of local historic structures, sites and features adopted by the city council and maintained by the historic preservation advisory committee, and incorporated herein by reference. This designation is inclusive of all structures and features located within the boundaries of the property for which the Local register designation has been applied. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7702)

“Local register, Background” means properties that may not be historically significant or unique in their construction, but which contribute positively to the “visual fabric” of the City of Visalia.

“Local register, Exceptional” means properties with preeminent historical significance, considered for nomination to the California Register of Historical Resources and/or National Register of Historic Places.

“Local register, Focus” means properties having significant value, of good to excellent quality, considered for local recognition and protection.

17.56.040 Regulation of structures.

No structure shall be constructed, altered or enlarged that is located in the historic district or that is listed on the local register, unless such a permit is issued pursuant to the terms of this chapter. No structure listed on the local register shall be moved or demolished unless a permit is issued pursuant to the terms of this chapter. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7703)

17.56.050 Creation of historic preservation advisory committee.

In order to execute the purposes declared in this chapter, there is created a historic preservation advisory committee.

A. Committee Membership.

1. The historic preservation advisory committee shall consist of seven members appointed by the city council to serve without compensation. All committee members shall be residents of the city at the time of their appointment and will lose their position if they move outside the city limits during their term of office. Members shall be appointed on the basis of:

a. Relevant professional or business qualifications;

b. Ownership of property within the historic district;

c. Practical experience in restoration or preservation;

d. Exceptional civic interest.

e. Terms of office shall be for two years.

2. Vacancies that may occur on the committee shall be filled by appointment of a new member of the city council for the duration of the unexpired term of office. The Council has the option of appointing up to two Historic Preservation Advisory Committee alternates. Should a mid-term vacancy occur, an alternate may automatically fill the unexpired term. The council shall also have the power to remove any member from the committee by an affirmative vote of three council members.

3. Four members of the committee shall constitute a quorum for the transaction of business.

B. Procedures for the Review of Applications. The operating procedures of the historic preservation advisory committee shall be prescribed from time to time by resolution of the city council, for the purpose of carrying into effect the standards and specifications of this

chapter. The committee may adopt, amend, and repeal rules and regulations governing the conduct of its meetings, as long as said rules do not violate the procedures established by the city council or the terms of this chapter.

C. Duties and Responsibilities. The historic preservation advisory committee shall review applications only as specified in this chapter, consistent with the rules and regulations adopted from time to time by resolution of the city council (as referred to in Section 17.56.050(B)). Applications shall be approved or disapproved based solely on the considerations set forth in this chapter. It is the intent of this chapter that the historic preservation advisory committee shall encourage applicants to make alterations and repairs to structures in the spirit of the architectural style of the structure. The duties and responsibilities of the historic preservation advisory committee shall include the following:

1. It shall be the duty of the historic preservation advisory committee to review all proposed zoning actions (zone changes, conditional use permits, special zoning exceptions, planned unit developments and variances) within the historic district. The committee may recommend approval, conditional approval, modification or disapproval of an application based upon the expected impact of the proposed zoning action on the historic or architectural significance of the affected structure(s), neighborhood, or the entire historic district. The committee's recommendation shall be forwarded to the planning commission for its consideration.

2. It shall be the duty of the historic preservation advisory committee to review all applications for site plan review permits within the historic district for compliance with the provisions of this chapter. Items that shall be subject to review by the committee include but are not limited to vehicular access, location and screening of parking, setbacks, location of service use areas, walls and landscaping. The committee may recommend approval, conditional approval, disapproval or resubmittal of the site plan review permit application. The committee's recommendation shall be forwarded to the site plan review committee for its consideration.

3. It shall be the duty of the historic preservation advisory committee to review all applications for the construction or exterior alteration or enlargement of structures within the historic district or on the local register. The committee shall have the power to approve, modify or disapprove such applications before a building permit can be issued, subject to the provisions of Sections 17.56.100 and 17.56.110.

4. It shall be the duty of the historic preservation advisory committee to review all applications for sign permits within the historic district or for properties listed on the local register. The committee may recommend approval, conditional approval or denial of the sign permit application based upon the proposed design and/or materials, but not upon the proposed size or location. The application shall then be presented to the proper issuing authority for sign permits, pursuant to Chapter 17.48. Sign permits shall be issued only in compliance with the recommendation of the committee. Approval by the committee in no way implies approval by the issuing authority for sign permits, whose approval must also be secured pursuant to Chapter 17.48.

5. It shall be the duty of the historic preservation advisory committee to review all applications for the moving or demolition of structures in the historic district or listed on

the local register. The committee shall have the power to approve, conditionally approve, or disapprove such applications, subject to the provisions of Section 17.56.130.

6. It shall be the duty of the historic preservation advisory committee to compile and update the historic survey and inventory, and to nominate properties to the local register, the California Register of Historical Resources, and the National Register of Historic Places. In selecting properties for nomination to the local register, the board shall consider:

a. Architectural significance and style;

b. Historic significance, including age of structure, original owners, and events related to the structure, site or original owners.

The committee shall review the local register every five years, make recommendations for the addition or deletion of structures or sites, and submit said recommendations to the planning commission and city council for certification.

7. Permits may be issued for air conditioners, electrical work and plumbing work that is visible from a public right-of-way when the chief building official determines that the work insignificantly affects the exterior of a structure, or that reasonable alternatives as to location or screening have been employed. The building official may forward to the historic preservation advisory committee applications for permits for this type of work when it appears that the appearance of a structure may be significantly altered. This subsection shall not apply to the following types of permit applications:

1. Reroofing with like materials;

2. Residing with like materials;

3. Swimming pools;

4. Masonry repairs with like materials;

5. Chimney repair with like materials. (Ord. 2017-01 (part), 2017: Ord. 2008-11 § 1, 2008: Ord. 2001-13 § 4 (part), 2001: prior code § 7704)

8. Sites within the historic district or on the local register shall reserve a minimum 50% of the required front yard setback area for the purposes of landscaping.

17.56.060 Appeal.

Any person or persons jointly or severally aggrieved by a decision of the historic preservation advisory committee may make an appeal in writing therefrom to the city council within ten days of said action. The city council, after proceeding in the manner as provided therein and with the same power and authority there invested in passing upon appeals before it under the provisions of law and this chapter and in the exercise thereof, may reverse, affirm or modify or affirm as modified the action of the historic preservation advisory committee. Appeals of a decision of the site plan review committee shall be filed with the planning commission in the manner prescribed in Section 17.28.050. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7705)

17.56.070 Demolition or moving of historic structures.

A. The demolition of structures listed on the local register, and the moving of local register structures from their sites, shall be discouraged. The historic preservation advisory committee shall review all applications for demolition or moving permits for structures on the local register and for any structures within the historic district boundaries.

B. After due consideration, the committee shall exercise one of the options listed below:

1. The committee may approve the demolition permit if it finds that the structure is a hazard to public health or safety, as determined by the building official or his designee, in consultation with the historic preservation advisory committee.

2. The committee may decide that up to a six-month moratorium be placed upon the processing of the demolition or moving permit, in order to allow time for the applicant and the committee to find alternative uses for the structure and to seek alternative solutions to the demolition or moving of the structure. If no alternatives are found, after the six-month moratorium has expired, the committee must approve the application.

3. The committee may deny an application for demolition. Denial of a demolition permit by the committee is subject to appeal to the city council pursuant to Section 17.56.060.

4. The committee may approve the application.

C. When an application is acted upon, the committee shall notify the building official of the approval, conditional approval or denial. Upon receipt of said notification, the building official shall process the application accordingly. If, after six months from the date of filing of the application, the building official has not received such notification, a permit may be issued. Approval of a permit application by the committee in no way implies approval by the building official, whose approval must also be secured. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7706)

17.56.080 Ordinary maintenance and repair.

Nothing in this chapter shall be construed to prevent ordinary maintenance or repair of any structure within the historic district; provided such work involves no change that requires issuance of a building permit. Nothing in this chapter shall be construed to prevent the construction, reconstruction, alteration or demolition of any feature that, in the view of the proper authority acting lawfully, is required for the public safety because of an unsafe or dangerous condition. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7708)

17.56.090 Exceptions to Visalia Municipal Code requirements.

Due to the peculiar conditions of design and construction in historic neighborhoods where structures were sometimes built close to lot lines, and where ownership patterns have changed over the years, it is sometimes in the public interest to retain the historic appearance of a neighborhood by making an exception to normal setback, parking,

landscaping, fencing and screening requirements of the Visalia Municipal Code, where such an exception does not interfere with the public health or safety. Within the historic district, where it is deemed that such an exception is warranted and will not adversely affect neighboring properties, the historic preservation advisory committee may initiate and/or recommend to the planning commission that such exception to Visalia Municipal Code requirements be made. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7709)

17.56.100 Building design compatibility criteria.

This section contains criteria for reviewing all applications for new construction and sign permits within the historic district, and for any rehabilitation, renovation, alteration, reconstruction, or enlargement affecting the exterior appearance of any structure within the historic district that is not listed on the local register, which requires the issuance of a building permit. Each application shall be considered in terms of its compatibility or complementariness with a majority of structures in the immediately surrounding area. In reviewing an application, the historic preservation advisory committee shall consider the following general design standards and principles:

A. Height and Scale. New buildings should be constructed to a height within a reasonable average height of existing adjacent buildings.

B. Spacing of Buildings on Street. A rhythm of recurrent building masses to separations should be retained.

C. Relationship of Materials and Textures. Choice of building materials and texture (smooth and rough) should enhance the desired neighborhood qualities such as compatibility, similarity and continuity.

D. Relationship of Architectural Details and Roof Shapes. Choice of architectural details and roof shape should insure compatible appearance with surrounding structures.

E. Landscaping. Landscaping should reflect the predominant quality and quantity of landscaping within the surrounding area. The concern here is more with mass and continuity.

F. Directional Expression of Front Elevations. Structural shape, placement of openings, and architectural details should be used to give a compatible appearance with adjacent structures that may be horizontal, vertical or nondirectional in nature. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7710)

17.56.110 Local register structures.

This section contains criteria for reviewing all applications for building permits for exterior rehabilitation, renovation, alteration, reconstruction, or enlargement of any local register structure, and for any interior modification that requires the issuance of a building permit for a publicly owned and publicly accessible local register structure. In reviewing an application, the historic preservation advisory committee shall consider the following general standards and principles:

A. Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building structure, or site and its environment, or to use a property for its originally intended purpose.

B. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

C. All buildings, structures and sites shall be recognized as products of their own time. Alterations that have no historic basis and that seek to create an earlier appearance shall be discouraged.

D. Changes, which may have taken place in the course of time, are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

E. Distinctive stylistic features or examples of skilled craftsmanship, which characterize a building, structure or site, shall be treated with sensitivity.

F. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

G. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken, without prior approval of the historic preservation advisory committee.

H. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any acquisition, protection, stabilization, preservation, rehabilitation, restoration or reconstruction project. (Ord. 2710 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7711)

17.56.120 Fencing and wall design criteria.

This section contains criteria for reviewing all applications for new fencing and walls within the historic district or on the local register, and for any application for rehabilitation, renovation, alteration, reconstruction, or enlargement of fencing and walls within the historic district or on the local register. In reviewing an application, the historic preservation advisory committee shall consider the following general standards and principles:

A. Fencing proposals shall be used to form continuous cohesive walls of enclosure along the street, and shall be compatible with the architectural style of the main building and historic district.

B. If historic walls or fencing exist on a property, preference should be given to repair of the existing fencing or wall to restore its original appearance to the extent possible. If removal and replacement of historic fencing and walls is proposed, preference should be given to the use of like materials to preserve the appearance of the original fencing or wall.

C. Proposals for new fencing or walls should be compatible with the character and architectural elements of the historic structure onsite and its period of original construction.

D. Appropriate materials for fencing and walls shall include, but not be limited to, landscape masses, wood, wood pickets, wrought iron, cast iron, masonry walls, brick, stone, decorative wire, and vinyl materials that mimic the appearance of painted wood.

E. Proposals for chain link fencing in areas visible from the street shall be discouraged. The historic preservation advisory committee may grant an application for chain link fencing along public streets if, on the basis of the application and the evidence submitted, the committee makes one of the following findings:

1. That the proposed chain link fencing is compatible with the historic structure and the neighborhood;

2. That sufficient evidence has been provided indicating that the applicant will experience an economic hardship should the chain link fencing not be permitted to be placed onsite;

17.56.130 Role of building official.

A. The building official shall refuse to issue all building or sign permits based upon an application disapproved by the historic preservation advisory committee, unless such application is later approved by the city council. The building official may approve any application approved or conditionally approved by the committee at such time as any conditions specified in such conditional approval are clearly indicated by the applicant on the plans presented to the building official for approval. If an appeal to the city council is filed within ten days from the date of committee approval of an application, no permit shall be issued until the outcome of said appeal is finally determined by the city council.

B. After a building permit has been issued, the building official or his/her designee shall from time to time inspect the construction, alteration or enlargement approved by the committee and shall take such action as is necessary to assure compliance with the approved plans. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7712)

17.56.140 Separability.

The provisions of this chapter shall be deemed to be severable, and if any of its provisions shall be held unconstitutional by any court of competent jurisdiction, the

decision of the court shall not impair any of the remaining provisions. (Ord. 2017-01 (part), 2017: Ord. 2001-13 § 4 (part), 2001: prior code § 7707)

City of Visalia
Local Register of Historic Structures
Last update: August 1, 2022

ADDRESS	DIR	STREET	CLASSIFICATION	MAIN STYLE	SUB STYLE
407	NE	1st Ave	Exceptional	Period Revival	Colonial Revival
220	NW	1st Ave	Focus	Victorian	Queen Anne
309	NW	1st Ave	Background	Vernacular	N/A
316	NW	1st Ave	Background	Vernacular	N/A
318	NW	1st Ave	Background	Vernacular	N/A
211	NW	2nd	Background	Craftsman	Bungalow
312	NW	2nd	Background	Vernacular	N/A
315	NW	2nd	Background	Vernacular	N/A
111	W	Acequia Ave	Exceptional	Modern	Art Deco
820	W	Acequia Ave	Focus	Craftsman	Airplane Bungalow
430	S	Bridge St	Background	Vernacular	N/A
433	S	Bridge St	Background	Vernacular	N/A
436	S	Bridge St	Background	Vernacular	N/A
446	S	Bridge St	Background	Craftsman	Bungalow
448	S	Bridge St	Background	Craftsman	Bungalow
500	S	Bridge St	Background	Craftsman	Bungalow
308	E	Center Ave	Background	Vernacular (Commercial)	N/A
401	E	Center Ave	Exceptional	Vernacular (Commercial)	N/A
413 & 417	E	Center Ave	Exceptional	Vernacular (Commercial)	N/A
108	W	Center Ave	Exceptional	Vernacular (Commercial)	N/A
210	W	Center Ave	Focus	Vernacular (Commercial)	N/A
902	W	Center Ave	Background	Craftsman	Bungalow
904	W	Center Ave	Background	Craftsman	Bungalow
910	W	Center Ave	Focus	Craftsman	Bungalow
911	W	Center Ave	Background	Craftsman	Bungalow
913	W	Center Ave	Background	Craftsman	Bungalow
914	W	Center Ave	Focus	Craftsman	Bungalow
915 & 917	W	Center Ave	Focus	Craftsman	Bungalow
1007	W	Center Ave	Focus	Craftsman	Bungalow
1011	W	Center Ave	Background	Craftsman	Bungalow

1013	W	Center Ave	Focus	Craftsman	Airplane Bungalow
1100	W	Center Ave	Background	Vernacular	N/A
1101	W	Center Ave	Background	Vernacular	N/A
1105	W	Center Ave	Focus	Craftsman	Bungalow
1110	W	Center Ave	Focus	Period Revival	Tudor Revival
1115	W	Center Ave	Focus	Craftsman	Bungalow
1116	W	Center Ave	Background	Craftsman	Bungalow
1300	W	Center Ave	Focus	Period Revival	Tudor Revival
1304	W	Center Ave	Background	Craftsman	Bungalow
1307	W	Center Ave	Focus	Period Revival	Colonial Revival
113 / 128	N / E	Church St / Main St	Exceptional	Period Revival (Commercial)	Renaissance Revival
303 / 120	N / E	Church St / Oak Ave	Exceptional	Victorian (Commercial)	Italianate
319	N	Church St	Focus	Period Revival	Colonial Revival
400	N	Church St	Focus	Craftsman	Bungalow
406	N	Church St	Focus	Period Revival	Colonial Revival
414	N	Church St	Background	Vernacular	N/A
421	N	Church St	Focus	Craftsman	Bungalow
520	N	Church St	Exceptional	Period Revival	Spanish Colonial Revival (Spanish Eclectic)
535	N	Church St	Focus	Craftsman	Prairie
601	N	Church St	Focus	Craftsman	Airplane Bungalow
605	N	Church St	Focus	Vernacular	N/A
608	N	Church St	Exceptional	Period Revival	Mission Revival
609	N	Church St	Focus	Vernacular	N/A
615	N	Church St	Focus	Vernacular	N/A
617	N	Church St	Focus	Vernacular	N/A
121	S	Church St	Exceptional	Vernacular (Commercial)	N/A
431	S	Church St	Background	Craftsman	Bungalow
436	S	Church St	Exceptional	Period Revival	Dutch Colonial Revival
437	S	Church St	Exceptional	Craftsman	Shingle
444	S	Church St	Focus	Vernacular	N/A
449	S	Church St	Exceptional	Victorian	Second Empire
507	S	Church St	Background	Victorian	Stick (Eastlake)
511	S	Church St	Focus	Victorian	Stick (Eastlake)
512	S	Church St	Background	Vernacular	N/A

515	S	Church St	Focus	Craftsman	Bungalow
600	S	Church St	Background	Vernacular	N/A
601	S	Church St	Background	Craftsman	Bungalow
609	S	Church St	Focus	Period Revival	Colonial Revival
616	S	Church St	Background	Vernacular	N/A
621	S	Church St	Background	Vernacular	N/A
626	S	Church St	Background	Vernacular	N/A
628	S	Church St	Background	Vernacular	N/A
707	S	Church St	Background	Vernacular	N/A
710	S	Church St	Background	Craftsman	Bungalow
711	S	Church St	Background	Craftsman	Bungalow
721	S	Church St	Background	Craftsman	Bungalow
726	S	Church St	Background	Craftsman	Bungalow
728	S	Church St	Background	Craftsman	Bungalow
810	S	Church St	Background	Craftsman	Bungalow
821	S	Church St	Background	Craftsman	Airplane Bungalow
825	S	Church St	Focus	Craftsman	Bungalow
114	E	Tulare Ave			
602	S	Conyer St	Background	Craftsman	Bungalow
210	N	Court St	Exceptional	Modern	Art Deco
320	N	Court St	Focus	Period Revival	Mission Revival
410	N	Court St	Focus	Craftsman	Bungalow
420	N	Court St	Exceptional	Period Revival	Colonial Revival
500 & 506	N	Court St	Focus	Craftsman	Prairie
521	N	Court St	Background	Vernacular	N/A
525	N	Court St	Exceptional	Victorian	Queen Anne
603	N	Court St	Exceptional	Craftsman	Bungalow
711	N	Court St	Focus	Vernacular (Commercial)	N/A
500	S	Court St	Exceptional	Victorian	Queen Anne
501	S	Court St	Exceptional	Craftsman	Bungalow
506	S	Court St	Background	Victorian	Stick (Eastlake)
507	S	Court St	Background	Vernacular	N/A
508, 510, 512, 514, & 516	S	Court St	Focus	Cluster Cottage	Craftsman - Bungalow
608	S	Court St	Background	Period Revival	Tudor Revival

612	S	Court St	Background	Craftsman	Bungalow
614	S	Court St	Exceptional	Victorian	Stick (Eastlake)
615	S	Court St	Background	Craftsman	Bungalow
618	S	Court St	Background	Victorian	Stick (Eastlake)
620	S	Court St	Background	Craftsman	Bungalow
700	S	Court St	Focus	Victorian	Queen Anne
702	S	Court St	Focus	Period Revival	Colonial Revival
705	S	Court St	Exceptional	Period Revival	Colonial Revival
717	S	Court St	Focus	Period Revival	Colonial Revival
719	S	Court St	Focus	Craftsman	Airplane Bungalow
720	S	Court St	Background	Craftsman	Airplane Bungalow
724	S	Court St	Focus	Victorian	Gothic
727	S	Court St	Exceptional	Period Revival	Tudor Revival
802	S	Court St	Background	Craftsman	Bungalow
805	S	Court St	Background	Craftsman	Bungalow
811	S	Court St	Background	Period Revival	N/A
812	S	Court St	Background	Craftsman	Bungalow
815	S	Court St	Background	Period Revival	Pueblo Revival
816	S	Court St	Background	Craftsman	Bungalow
817	S	Court St	Focus	Period Revival	Mission Revival
820	S	Court St	Exceptional	Craftsman	Bungalow
824	S	Court St	Background	Craftsman	Bungalow
905	S	Court St	Background	Craftsman	Bungalow
910	S	Court St	Focus	Victorian	Italianate
915	S	Court St	Background	Craftsman	Bungalow
919	S	Court St	Background	Craftsman	Bungalow
921	S	Court St	Background	Craftsman	Bungalow
944	S	Court St	Focus	Period Revival	Colonial Revival
307	N	Encina St	Focus	Craftsman	Bungalow
500	N	Encina St	Focus	Craftsman	Prairie/Craftsman Bungalow
508	N	Encina St	Background	Craftsman	Bungalow
513	N	Encina St	Exceptional	Victorian	Stick (Eastlake)
524	N	Encina St	Background	Vernacular	N/A
529	N	Encina St	Background	Vernacular	N/A
537	N	Encina St	Focus	Victorian	Stick (Eastlake)
601	N	Encina St	Exceptional	Vernacular	N/A
609	N	Encina St	Exceptional	Victorian	Second Empire
610	N	Encina St	Focus	Craftsman	Bungalow
616	N	Encina St	Background	Vernacular	N/A

617	N	Encina St	Exceptional	Victorian	Queen Anne
623	N	Encina St	Focus	Victorian	Stick (Eastlake)
627	N	Encina St	Focus	Period Revival	Colonial Revival
630	N	Encina St	Background	Period Revival	Tudor Revival
631	N	Encina St	Exceptional	Period Revival	Colonial Revival
632	N	Encina St	Focus	Period Revival	Tudor Revival
707	S	Encina St	Background	Cluster Cottage	Modern - Minimal Traditional
709	S	Encina St	Background	Cluster Cottage	Modern - Minimal Traditional
301	N	Fairway St	Exceptional	Period Revival	Spanish Colonial Revival (Spanish Eclectic)
403	N	Floral St	Exceptional	Craftsman/Period Revival	Bungalow/Colonial Revival
613	N	Floral St	Focus	Victorian	Stick (Eastlake)
703	N	Floral St	Background	Vernacular	N/A
723	N	Floral St	Background	Vernacular	N/A
733	N	Floral St	Focus	Craftsman	Shingle
829	N	Floral St	Background	Craftsman	Shingle
309	N	Garden St	Focus	Vernacular (Commercial)	N/A
407	N	Garden St	Focus	Victorian	Stick (Eastlake)
411	N	Garden St	Background	Vernacular	N/A
415	N	Garden St	Focus	Craftsman	Bungalow
500	N	Garden St	Focus	Modern	Art Moderne
700	N	Garden St	Background	Victorian	Queen Anne
426	S	Garden St	Focus	Craftsman	Bungalow
427	S	Garden St	Focus	Craftsman	Bungalow
429	S	Garden St	Background	Vernacular	N/A
431	S	Garden St	Focus	Craftsman	Bungalow
432	S	Garden St	Background	Craftsman	Bungalow
435	S	Garden St	Background	Vernacular	N/A
449	S	Garden St	Background	Vernacular	N/A
513	S	Garden St	Exceptional	Period Revival	Colonial Revival
515	S	Garden St	Background	Vernacular	N/A
533	S	Garden St	Background	Vernacular	N/A
603	S	Garden St	Background	Vernacular	N/A
702	S	Garden St	Background	Period Revival	Colonial Revival
709	S	Garden St	Background	Period Revival	N/A

801	S	Garden St	Background	Craftsman	Bungalow
803	S	Garden St	Background	Craftsman	Bungalow
805	S	Garden St	Background	Craftsman	Bungalow
807	S	Garden St	Background	Craftsman	Bungalow
408	W	Goshen Ave	Focus	Period Revival	Colonial Revival
410 & 412	W	Goshen Ave	Focus	Period Revival	Colonial Revival
411	W	Goshen Ave	Focus	Craftsman	Bungalow
415	W	Goshen Ave	Focus	Period Revival	Colonial Revival
506	W	Goshen Ave	Focus	Period Revival	Colonial Revival
511	W	Goshen Ave	Focus	Victorian	Stick (Eastlake)
601	W	Goshen Ave	Focus	Victorian	Folk
612	W	Goshen Ave	Background	Vernacular	N/A
619	W	Goshen Ave	Background	Vernacular	N/A
721	W	Goshen Ave	Background	Vernacular	N/A
722	W	Goshen Ave	Focus	Vernacular	N/A
731	W	Goshen Ave	Focus	Vernacular	N/A
1300	W	Goshen Ave	Exceptional	Victorian	Gothic
208	W	Grove Ave	Exceptional	Period Revival	Colonial Revival
218	W	Grove Ave	Focus	Venacular	N/A
300	W	Grove Ave	Exceptional	Period Revival	Colonial Revival
401	W	Grove Ave	Exceptional	Period Revival	Neoclassical Revival
411	W	Grove Ave	Focus	Craftsman	Shingle
500	W	Grove Ave	Focus	Craftsman	Bungalow
504	W	Grove Ave	Background	Period Revival	Dutch Colonial Revival
508	W	Grove Ave	Focus	Craftsman	Bungalow
701	N	Highland St	Background	Craftsman	Bungalow
714	N	Highland St	Focus	Craftsman	Shingle
719	N	Highland St	Exceptional	Craftsman	Shingle
727	N	Highland St	Exceptional	Craftsman	Shingle
733	N	Highland St	Focus	Period Revival	Tudor Revival
739	N	Highland St	Focus	Period Revival	Tudor Revival
745	N	Highland St	Background	Period Revival	Tudor Revival
807	N	Highland St	Exceptional	Craftsman	Bungalow
810	N	Highland St	Focus	Period Revival	Mediterranean Revival
826	N	Highland St	Background	Period Revival	Mediterranean Revival
721	N	Jacob St	Background	Vernacular	N/A
505	W	Kaweah Ave	Focus	Victorian	Stick (Eastlake)

511	W	Kaweah Ave	Background	Craftsman	Bungalow
512	W	Kaweah Ave	Focus	Craftsman	Bungalow
515 & 517	W	Kaweah Ave	Focus	Period Revival	Mission Revival
516	W	Kaweah Ave	Background	Craftsman	Bungalow
526	W	Kaweah Ave	Background	Craftsman	Bungalow
527	W	Kaweah Ave	Focus	Craftsman	Bungalow
535	W	Kaweah Ave	Focus	Craftsman	Bungalow
600	W	Kaweah Ave	Focus	Craftsman	Bungalow
601 605	W S	Kaweah Ave Willis St	Background	Modern	Minimal Traditional
605	W	Kaweah Ave	Background	Craftsman	Bungalow
609	W	Kaweah Ave	Focus	Craftsman	Bungalow
610 & 612	W	Kaweah Ave	Focus	Period Revival	N/A
614	W	Kaweah Ave	Focus	Craftsman	Bungalow
620	W	Kaweah Ave	Background	Craftsman	Bungalow
700	W	Kaweah Ave	Background	Modern	Minimal Traditional
713	W	Kaweah Ave	Focus	Craftsman	Bungalow
715	W	Kaweah Ave	Focus	Craftsman	Bungalow
809	W	Kaweah Ave	Exceptional	Craftsman	Bungalow
815	W	Kaweah Ave	Focus	Period Revival	Mediterranean Revival
417	N	Locust St	Exceptional	Period Revival	N/A
509	N	Locust St	Focus	Victorian	Queen Anne
515	N	Locust St	Focus	Victorian	Queen Anne
518	N	Locust St	Focus	Victorian	Stick (Eastlake)
519	N	Locust St	Focus	Vernacular	N/A
523	N	Locust St	Focus	Victorian	Stick (Eastlake)
533	N	Locust St	Focus	Vernacular	N/A
535	N	Locust St	Focus	Vernacular	N/A
539	N	Locust St	Focus	Victorian	Queen Anne
119	S	Locust St	Exceptional	Period Revival (Commercial)	Neoclassical Revival
438	S	Locust St	Focus	Craftsman	Airplane Bungalow
504	S	Locust St	Focus	Period Revival	N/A
515	S	Locust St	Exceptional	Craftsman	Bungalow
618	S	Locust St	Background	Period Revival	Tudor Revival
624	S	Locust St	Background	Vernacular	N/A
714	S	Locust St	Focus	Period Revival	Tudor Revival
905	S	Locust St	Background	Period Revival	Mission Revival
912	S	Locust St	Background	Period Revival	Mission Revival

300	W	Main St	Exceptional	Period Revival (Commercial)	Spanish Colonial Revival (Spanish Electic)
708	W	Main St	Focus	Cluster Cottage	Period Revival - Tudor Revival
809	W	Main St	Focus	Craftsman	Bungalow
900	W	Main St	Focus	Craftsman	Bungalow
904	W	Main St	Focus	Craftsman	Bungalow
918	W	Main St	Background	Craftsman	Bungalow
1000	W	Main St	Focus	Craftsman	Bungalow
1001	W	Main St	Focus	Period Revival	Spanish Colonial Revival (Spanish Electic)
1001	W	Main St	Exceptional	Period Revival/Modern	Mission Revival/Art Deco
1002	W	Main St	Focus	Craftsman	Bungalow
1004	W	Main St	Focus	Craftsman	Airplane Bungalow
1010	W	Main St	Background	Craftsman	Bungalow
1102	W	Main St	Focus	Craftsman	Bungalow
1120	W	Main St	Focus	Period Revival	Mediterranean Revival
1220	W	Main St	Focus	Period Revival	Mediterranean Revival
1300	W	Main St	Exceptional	Period Revival	Mission Revival
128	W	Mineral King	Exceptional	Modern	Art Deco
604	S	Mooney	Exceptional	Modern	Art Moderne
307	W	Murray Ave	Exceptional	Victorian	Shingle
310	W	Murray Ave	Focus	Victorian	Queen Anne
311	W	Murray Ave	Focus	Victorian	Queen Anne
319	W	Murray Ave	Background	Vernacular	N/A
516	W	Myrtle Ave	Background	Craftsman	Bungalow
520	W	Myrtle Ave	Focus	Period Revival	N/A
534	W	Myrtle Ave	Exceptional	Period Revival	Tudor Revival
535	W	Myrtle Ave	Focus	Modern	Minimal Traditional
600	W	Myrtle Ave	Focus	Craftsman	Bungalow
606	W	Myrtle Ave	Focus	Craftsman	Bungalow
611	W	Myrtle Ave	Background	Craftsman	Bungalow
612	W	Myrtle Ave	Background	Craftsman	Bungalow
614	W	Myrtle Ave	Focus	Period Revival	N/A
615	W	Myrtle Ave	Exceptional	Period Revival	Tudor Revival

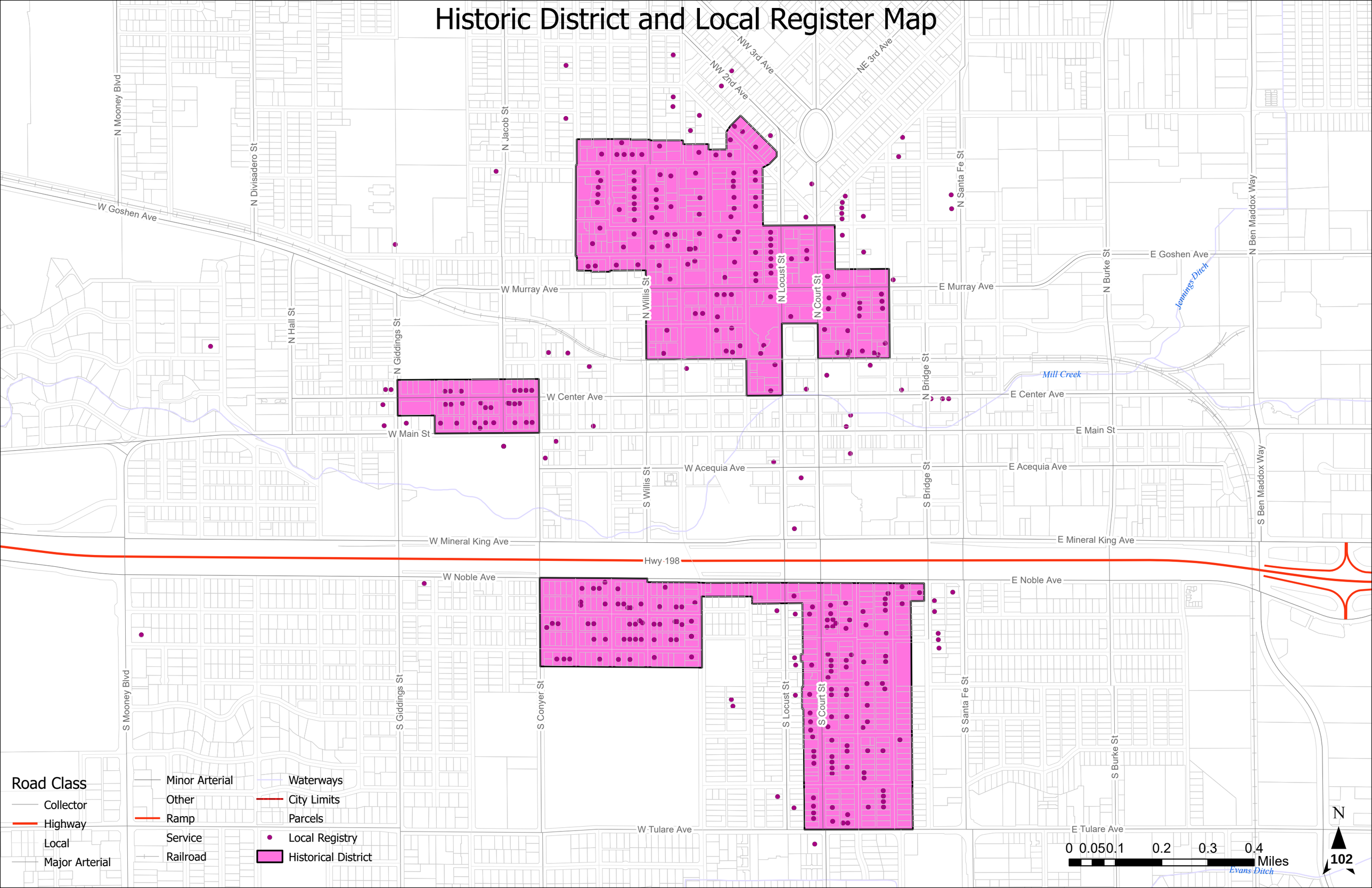
700	W	Myrtle Ave	Background	Modern	Minimal Traditional
707	W	Myrtle Ave	Focus	Craftsman	Bungalow
708	W	Myrtle Ave	Focus	Craftsman	Bungalow
801	W	Myrtle Ave	Exceptional	Period Revival	Tudor Revival
805	W	Myrtle Ave	Exceptional	Period Revival	Tudor Revival
809	W	Myrtle Ave	Focus	Craftsman	Bungalow
523	W	Noble Ave	Focus	Craftsman	Bungalow
615	W	Noble Ave	Focus	Craftsman	Bungalow
701	W	Noble Ave	Background	Craftsman	Airplane Bungalow
705	W	Noble Ave	Background	Period Revival	Mission Revival
709	W	Noble Ave	Focus	Craftsman	Airplane Bungalow
715	W	Noble Ave	Focus	Craftsman	Bungalow
112	E	Oak Ave	Exceptional	Period Revival	Mission Revival
204	E	Oak Ave	Exceptional	Period Revival	Neoclassical Revival
207	E	Oak Ave	Exceptional	Period Revival (Commercial)	Mission Revival
214	E	Oak Ave	Exceptional	Vernacular (Commercial)	N/A
242	E	Oak Ave	Focus	Vernacular (Commercial)	N/A
201	W	Oak Ave	Exceptional	Period Revival	Colonial Revival
200 & 202	W	Oak Ave	Exceptional	Period Revival	Mediterranean Revival
308	W	Oak Ave	Focus	Period Revival	Tudor Revival
312	W	Oak Ave	Focus	Period Revival	Colonial Revival
510	W	Oak Ave	Focus	Craftsman	Bungalow
735	W	Oak Ave	Focus	Craftsman	Airplane Bungalow
814	W	Oak Ave	Background	Craftsman	Airplane Bungalow
501	S	Oak Park St	Background	Period Revival	Mission Revival
218	W	Olive	Vernacular	Vernacular	N/A
410	E	Race Ave	Focus	Vernacular (Commercial)	N/A
420	E	Race Ave	Focus	Vernacular (Commercial)	N/A
315	W	Race Ave	Focus	Craftsman	Shingle
415	W	Race Ave	Focus	Period Revival	N/A
417	W	Race Ave	Background	Craftsman	Bungalow

425	W	Race Ave	Exceptional	Period Revival/Craftsman	Bungalow/Spanish Colonial Revival (Spanish Eclectic)/Bungalow
432	W	Race Ave	Background	Cluster Cottage	Modern - Minimal Traditional
501	S	Santa Fe St	Background	Victorian	Queen Anne
120	W	School Ave	Background	Period Revival	Colonial Revival
307	W	School Ave	Focus	Cluster Cottage	Period Revival - Tudor Revival
318	W	School Ave	Focus	Victorian	Stick (Eastlake)
319	W	School Ave	Exceptional	Period Revival	Colonial Revival
406	W	School Ave	Focus	Craftsman	Bungalow
507	W	School Ave	Focus	Victorian	Folk
301	N	Stevenson St	Focus	Victorian	Folk
825	N	Stevenson St	Background	Period Revival	N/A
1015	N	Stevenson St	Focus	Victorian	Gothic
514 & 520	S	Stevenson St	Background	Modern	Ranch (Rambler)
101	W	Tulare Ave	Exceptional	Period Revival	Neoclassical Revival
509	S	Watson St	Focus	Period Revival	N/A
635 & 637	S	Watson St	Focus	Craftsman	Bungalow
701	S	Watson St	Exceptional	Craftsman	Bungalow
218	N	West St	Background	Craftsman	Bungalow
505	N	West St	Focus	Craftsman	Shingle
820	N	West St	Background	Craftsman	Bungalow
933	N	West St	Background	Craftsman	Bungalow
937	N	West St	Background	Vernacular	N/A
1019	N	West St	Focus	Victorian	Stick (Eastlake)
600	N	Willis St	Background	Period Revival	Mediterranean Revival
615	N	Willis St	Exceptional	Craftsman	Bungalow
700	N	Willis St	Exceptional	Craftsman	Bungalow
701	N	Willis St	Focus	Craftsman	Bungalow
711	N	Willis St	Focus	Craftsman	Bungalow
714	N	Willis St	Focus	Period Revival	Tudor Revival
715	N	Willis St	Focus	Craftsman	Bungalow
719	N	Willis St	Focus	Craftsman	Bungalow
720	N	Willis St	Focus	Period Revival	N/A
722	N	Willis St	Exceptional	Period Revival	Tudor Revival
725	N	Willis St	Focus	Craftsman	Bungalow

731	N	Willis St	Focus	Craftsman	Bungalow
737	N	Willis St	Focus	Craftsman	Bungalow
810	N	Willis St	Background	Vernacular	N/A

TOTAL 349

Historic District and Local Register Map



CITY OF VISALIA

Historic Preservation Advisory Committee
Goals 2022 – 2024

1. **Survey**
    a. Survey properties that are within the Historic District, but not on the Local Register.
    b. Identify sites outside of the Historic District for possible Local Register designation (Consult with Terry Omen for guidance).
    c. Review and survey mid-century structures for Local Register designation.
    d. Re-list relocated Local Register properties.
    e. Research protecting local landmarks.
    f. Identify sites for nomination to California/National historic registers.
    g. Expand the Historic District (South Locust Street corridor).

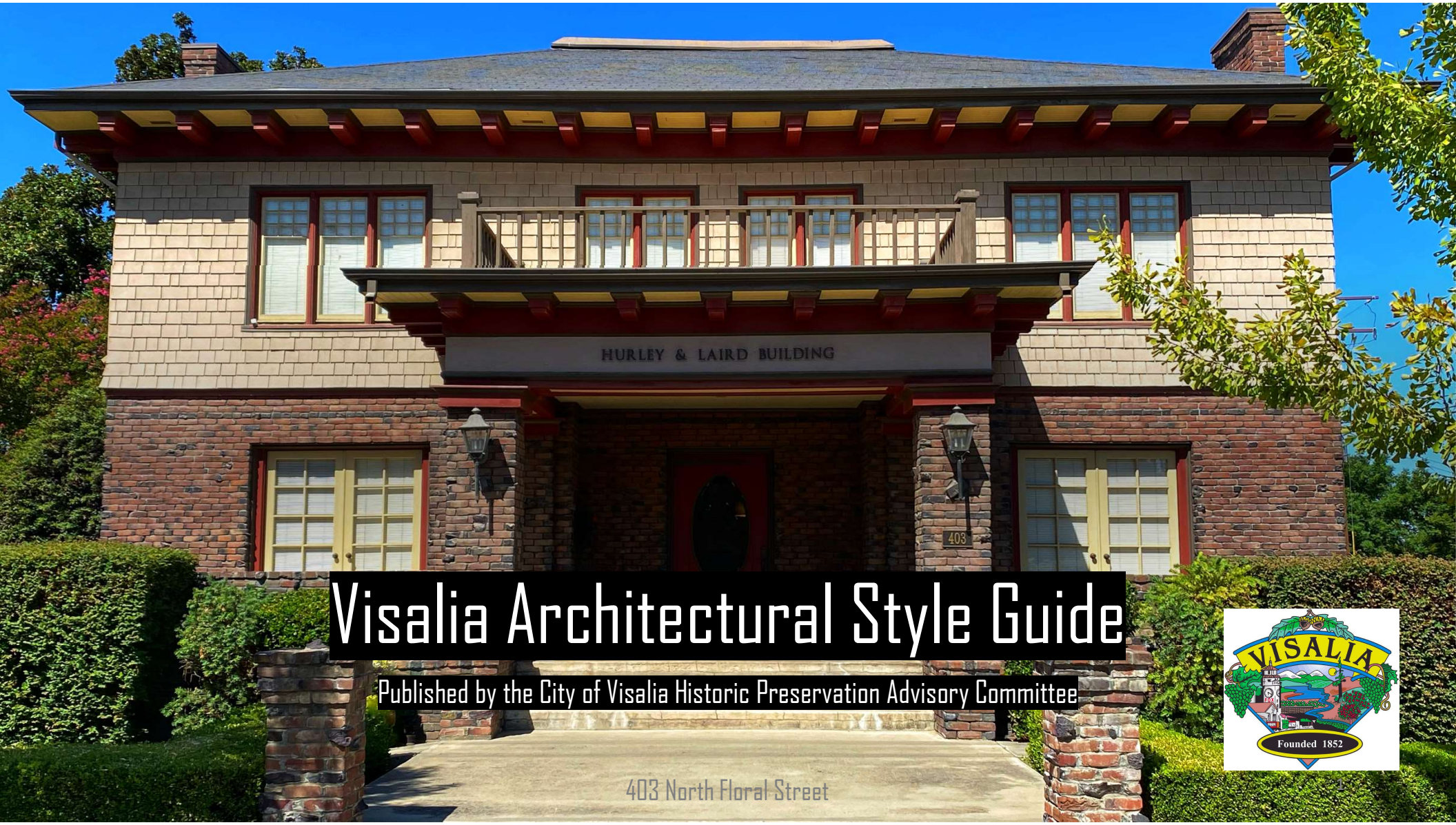
2. **Technology**
    a. Develop a searchable/interactive historic database for staff and public use. Database can be updated with surveys, photos, architectural information, Historic District/Local Register designations (Timing/Staff availability information required from City Staff).
    b. Develop a survey app for phones

3. **Homeowners Incentives**
    a. Re-establish plaque and awards programs.
    b. Research incentives and grants for property owners.
    c. Establish a recognition system/list for historic signage (Visalia Tea Garden neon sign, etc.).

4. **Marketing and Community Outreach**
    a. Reach out to the Tulare County Association of Realtors to inform brokers of the HPAC.
    b. Set up HPAC information booths at public events - volunteer engagement.
    c. Build a network of community volunteers, and build a list of prospective HPAC members.
    d. Network with other community groups (Downtown Visalia's, Visit Visalia, Lions, Rotary, Soroptimist, Kiwanis, etc).
    e. Create a newsletter and continue community outreach through meetings and events.

5. **Historic Preservation Guides**
    a. Refine architectural style descriptors in the Local Register to help identify architectural styles more easily.
    b. Draft designs guidelines for fencing/ historic buildings.
    c. Create a workbook resource for use by property owners for the restoration of historic structures.

6. **Financial**
    a. Investigate/apply for the Certified Local Government program.



Visalia Architectural Style Guide

Published by the City of Visalia Historic Preservation Advisory Committee

403 North Floral Street

Introduction & How to Use This Style Guide

Visalia was founded in 1852 and incorporated as a city in 1874. Through the efforts of the City of Visalia, building owners, and citizen volunteers, much of Visalia's historic fabric has survived to the present day. The City's Historic Preservation Advisory Committee (HPAC) continues those efforts by overseeing the Historic District, the Local Register of Historic Structures, and implementation of the Historic Preservation Ordinance. Buildings listed on the Local Register are classified according to the architectural styles that are presented here. Because Visalia was founded over 150 years ago, many types of architectural styles are present in the City. Trends, population size, economic conditions and the availability of building materials influenced architecture at different stages as the city grew over time.

This guide covers Visalia's major architectural styles and their subsets. It is organized into two sections: Part I: Residential and Religious Buildings and Part II: Commercial, Professional and Civic Buildings. Each page contains a photo example of the style of architecture, as well as bullet points that describe architectural features that are typical of each style. These common features may or may not be present on a building of a particular style. Each page notes the years in which these styles were popularly built.

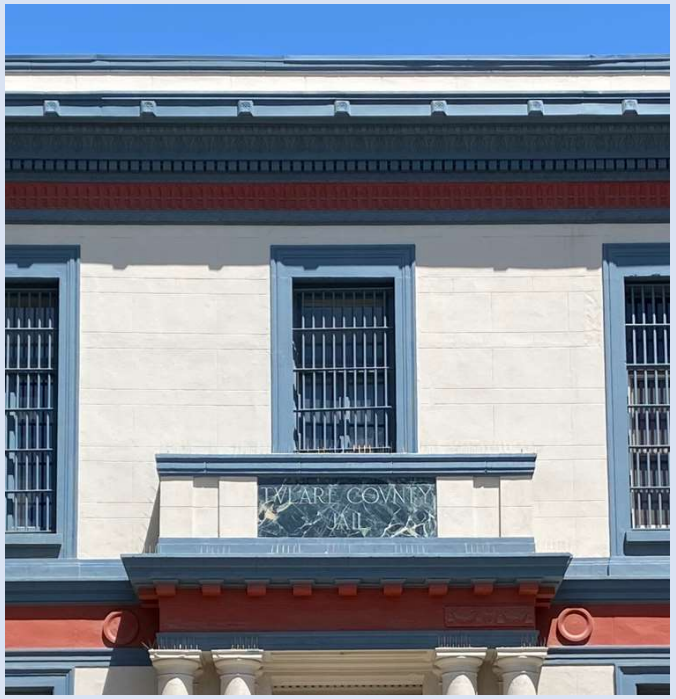
This guide can help building owners determine the style of their structure and serve as a reference guide for those who are interested in local architecture.

Note: Some of the buildings pictured in this guide are not listed on the Local Register of Historic Structures; however, they are considered excellent examples of their style and have notable architectural flair.

1525 West Burrel Avenue

Contents

- Part I: Residential and Religious Buildings (Page 4)
  - Victorian Styles: Gothic, Italianate, Stick (Eastlake), Second Empire, Queen Anne, Victorian Shingle, Folk (Pages 5-12)
  - Vernacular Style (Pages 13-14)
  - Period Revival Styles: Colonial, Dutch Colonial, Mission, Tudor, Neoclassical, Pueblo, Spanish Colonial, French Vernacular, Mediterranean, Monterey (Pages 15-25)
  - Cluster Cottages/Bungalow Courts (Pages 26-27)
  - Arts & Crafts Styles: Craftsman Shingle, Craftsman Bungalow, Airplane Bungalow, Prairie (Pages 28-32)
  - Modern Styles: Art Deco, Minimal Traditional, Mid-Century, Ranch/Rambler (Pages 33-37)
- Part II: Commercial, Professional and Civic Buildings (Page 38)
  - Styles: Renaissance Revival, Italianate, Vernacular, Mission Revival, Neoclassical Revival, Art Deco, Art Moderne, International/Modernist, Brutalist (Pages 39-47)
- Sources and Suggested Reading (Page 48)
- Historic Preservation Advisory Committee (HPAC) Contact and Meeting Information (Page 49)



204 East Oak Avenue

100 West School Avenue

300 West Grove Avenue

208 West Grove Avenue

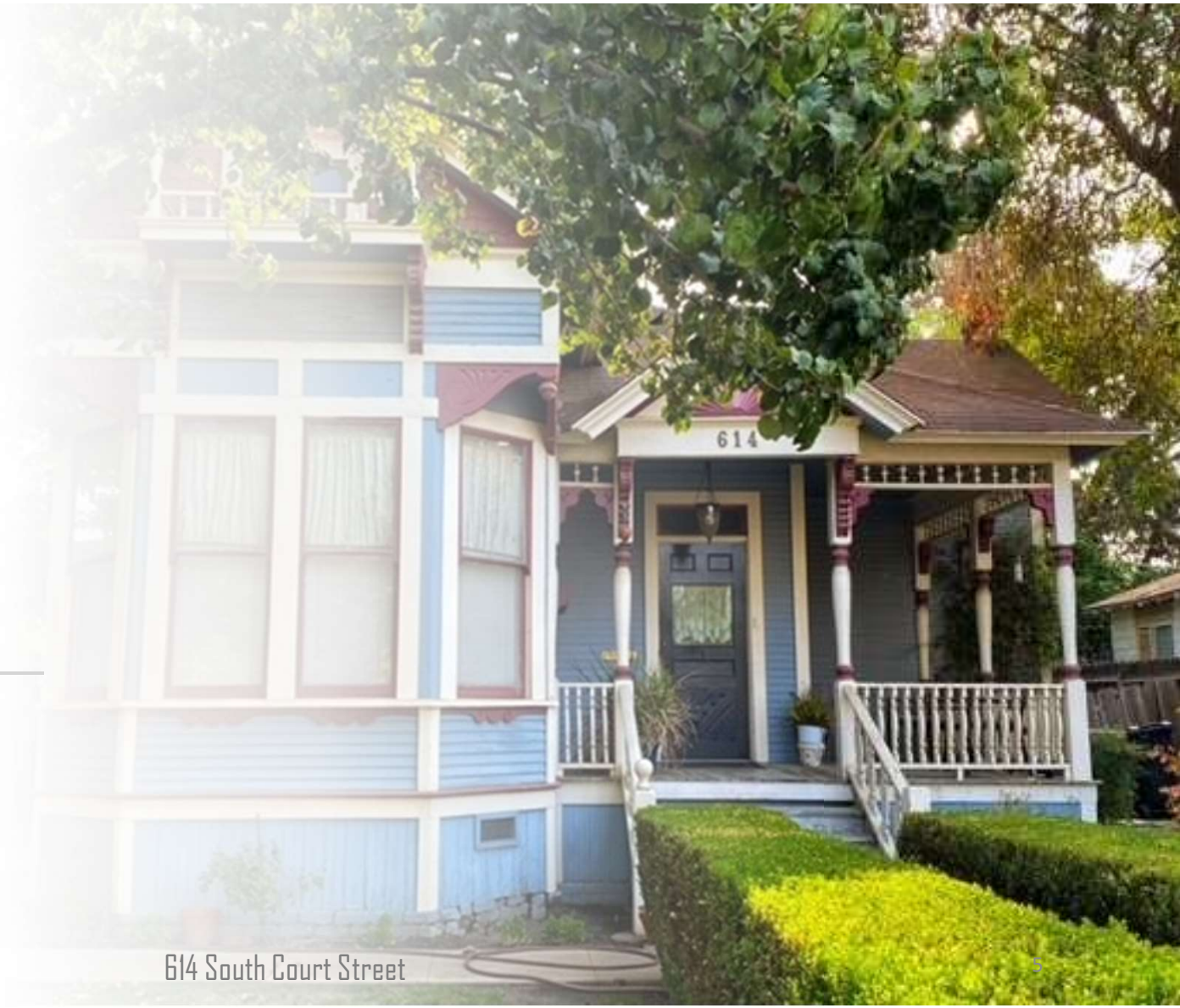
609 South Church Street

Part I : Residential and Religious Buildings

514 East Center Avenue

Victorian Style
1860-1910

Homes that were built during the reign of Queen Victoria of Britain that are typically of wood construction and highly ornamented



614 South Court Street

Gothic
1840-1900

- Pointed arches as a decorative element
- Front facing gables
- Steeply pitched roof
- Decorative trim/bargeboard
- Board and batten siding

1015 North Stevenson Street

Italianate
1845-1900

- Cornice with decorative brackets
- Wide overhanging eaves
- Narrow windows
- Window crowns
- Single story porches
- Cupola or square tower
- Decorative quoins

910 South Court Street

Stick (Eastlake)
1855-1900

- Steeply pitched gable roof
- Cross gables
- Decorative trusses at gable peak
- Overhanging eaves with exposed rafters
- Clapboard siding
- Decorative wood trim (stickwork)
- Porches with curved or diagonal bracing
- Towers

513 North Encina Street

Second Empire
1860-1900

- Mansard style roof
- Patterned shingle roof
- Iron roof crest
- Decorative window surrounds and dormers
- Eaves with brackets
- Single story porches
- Decorative quoins
- Balustrades

609 North Encina Street

Queen Anne
1880-1910

- Abundance of decorative elements
- Steeply pitched roof, often irregularly shaped
- Asymmetrical façade
- Large partial or full-width porch
- Round or polygonal corner tower
- Decorative spindle work on porches and trim
- Columns or turned posts on porches
- Projecting bay windows

617 North Encina Street

Victorian Shingle
1880-1905

- Shingled walls and roof
- Asymmetrical facade
- Irregular roof lines
- Moderately pitched roofs
- Cross gables
- Extensive wide porches
- Small sash or casement windows with many panes
- Round or polygonal shingled towers and projecting bays
- Shingles painted or naturally weathered
- Presence of Queen Anne details

307 West Murray Avenue

Folk
1880-1910

- Square shaped smaller versions of Queen Anne style homes
- Façade may be symmetrical or asymmetrical
- Spindle work on porches
- Prominent front-facing gable
- Bracketed eaves
- Clapboard siding
- Single story

601 West Goshen Avenue

Vernacular Style
1880-1910

Homes that were built of simpler designs, using local builders and readily available building materials

Vernacular Examples

- Typically single story
- Board and batten or clapboard siding
- Single-paned, double hung windows
- Full width or small entry porches
- Simple decorative brackets or columns
- Cross gable roofs
- Raised foundations

624 South Locust Street

731 West Goshen Avenue

309 Northwest 1st Avenue

722 West Goshen Avenue

Period Revival Style
1880-1955

Homes that were designed to mimic an earlier architectural era from either the United States or Europe

727 South Court Street

15

Colonial Revival
1885-1915

- Columned porch or portico
- Front door sidelights
- Pedimented door, windows or dormers
- Broken pediment over front door
- Pilasters
- Symmetrical Facade
- Double-hung windows, often multi-paned
- Bay windows or paired or triple windows
- Decorative pendants
- Cornice with dentils or medallions

407 Northeast 1st Avenue

Dutch Colonial Revival
1890-1930

- Gambrel roof
- Long overhanging eaves
- Natural materials
- Fireplace and chimney
- Sash windows
- Wooden shutters
- Dutch door

504 West Grove Avenue

Mission Revival
1890-1930

- Mission-shaped roof parapet
- Wide, overhanging eaves with decorative brackets
- Red clay roof tiles
- Arched doorways
- Deep window openings without any framing, except the sill
- Inspired by the California missions

320 North Court Street

Tudor Revival
1890-1930

- Steeply pitched roof
- Cross gables
- Decorative half-timbering
- Prominent chimneys
- Narrow multi-pane windows
- Entry porches or gabled entry
- Patterned stonework or brickwork
- Overhanging gables or second stories
- Parapeted or Flemish gable

722 North Willis Street

Neoclassical Revival
1895-1950

- Symmetrical, usually with center door
- Front facade columned porch
- Full height porch with classical columns
- Front facing gable on porch or main roof
- Decorative door surrounds, columns, or sidelights
- Side or front portico or entry porch
- Dentiled cornice

401 West Grove Avenue

Pueblo Revival
1900-1940

- Can be made of adobe, but usually constructed of stucco or concrete
- Simple, flat roofs
- Projecting wood beams
- Simple windows without decoration
- Clay tile may be present
- May contain heavy ceiling beams, porch posts, and doors
- Usually one story

815 South Court Street

Spanish Colonial Revival (Spanish Eclectic)
1915-1940

- Low-pitched, clay tile roof
- Round arches at entryway, porch or windows
- Porch arcade with columns, sometimes spiraled
- Low-relief carving at doorways, windows and cornices
- Stucco exterior walls
- Elaborately carved doors
- Decorative window grills of wood or iron
- Balconies or terraces

301 North Fairway Street

French Vernacular Revival
1915-1940

- Rectangular in shape
- One or two rooms deep
- French doors that connect the indoors to the outdoors
- Casement windows
- Very steeply pitched roof
- Decorative quoins
- Centrally located chimneys

1320 West Main Street

Mediterranean Revival
1920-1940

- Clay tile roofs
- Ornate archways
- Wrought iron balconies, window grilles, and decorations
- Walls are usually stucco
- Facades can be asymmetrical or symmetrical
- May contain elements of Spanish Revival or Mission Revival architecture

1914 West Green Acres Drive

Monterey
1925-1955

- Typically two stories
- Clay tile or asphalt shingle shallow-pitched roofs
- Second story cantilevered balcony
- Elements of Spanish colonial architecture may be present
- Large brackets that support the porch

1543 Sierra Drive

Cluster Cottages (Bungalow Courts)
1920-1940

Clusters of smaller individual dwelling units built around a central courtyard

307 West School Avenue

Cluster Cottage Examples

- Single story
- 3 or more individual dwellings
- Central courtyard or walkway
- Casement or double hung windows
- Often Period Revival or Craftsman in style
- Small footprint – ‘cottage size’

508 – 516 South Court Street

706 – 708 West Main Street

Arts & Crafts Style
1880-1930

Homes that were built with rustic materials such as wood, brick, stucco or river rock - these homes emphasize the outdoor lifestyle by typically containing porches, balconies and many windows

500 North Encina Street

Craftsman Shingle
1900-1920

- Shingled walls and roof
- Asymmetrical facade
- Irregular roof lines
- Moderately pitched roofs
- Cross gables
- Extensive wide porches
- Small sash or casement windows with many panes
- Round or polygonal shingled towers
- Presence of clinker brick

437 South Church Street

Craftsman Bungalow
1900-1930

- One or two stories in height
- Overhanging eaves with exposed rafters or braces
- Front facing gables
- Multi pane windows
- Low pitched gable or hipped roof
- Full or partial front porch with sturdy (often square and tapered) columns
- Prominent gabled or shed roofed dormers
- Presence of clinker brick

501 South Court Street

Airplane Bungalow
1900-1930

- One and a half stories in height
- Overhanging eaves with exposed rafters or braces
- Front facing gables
- Multi pane windows
- Low pitched gable or hipped roof
- Full or partial front porch with sturdy (often square and tapered) columns
- Prominent gabled or shed roofed dormers
- Single room on second story surrounded by windows
- Presence of clinker brick

614 West Kaweah Avenue

Prairie
1900-1920

- Low pitched hipped roof
- Wide overhanging eaves
- Emphasis on horizontal lines
- Massive square porch columns
- Paired double hung windows

506 North Court Street

Modern Style
1920-1980

Homes that were built with a focus on function rather than ornamentation, utilizing innovative technologies and building materials

1506 West Burrel Avenue

Art Deco
1900-1940

- Smooth wall surface
- Sharp edged, linear appearance
- Stylized decorative elements using geometrical forms, zigzags, chevrons
- Low relief decorative panels
- Stepped or set back front facade
- Strips of windows with decorative spandrels
- Reeding and fluting around doors and windows
- Use of glass block for windows

1610 West Main Street

Minimal Traditional
1935-1950

- Minimalized version of eclectic styles that were popular in the 1920s
- Hipped or gabled roofs without large projecting eaves
- Cladded in locally popular materials like wood or brick
- Small porches
- Asymmetrical facades
- Off-center front door

1721 West Burrel Avenue

Mid-Century
1945-1960

- Clean, minimal lines
- Broad roof overhangs
- Walls of glass and large windows
- Open and well-defined floorplans
- Modern and traditional building materials
- A relationship to the outside environment
- Asymmetrical designs

1405 West Main Street

Ranch (Rambler)
1945-1970

- Single story
- Asymmetrical shape
- Low-pitched roof
- Simple, open floorplans
- Connection to outdoors (patio)
- Attached garage
- Can be shingle, clapboard or board and batten siding

1601 West Beverly Drive

707 West Acequia Avenue

404 North Tipton Street

308 West Main Street

210 North Court Street

Part II : Commercial, Professional and Civic Buildings

520 East Mineral King Avenue

Renaissance Revival
1840-1920

- Intricately patterned, wide decorative cornice
- Vertical bands of windows
- Terra cotta or plaster panels with sculptural ornamentation
- Flat roof with deep projecting eaves
- Multi-storied (6 or more floors)
- Buildings have three distinct sections: top, middle and bottom

128 East Main Street

Italianate
1845-1900

- Cornice with decorative brackets
- Wide overhanging eaves
- Narrow windows
- Window crowns
- Single story porches
- Cupola or square tower
- Decorative quoins

120 East Oak Avenue

Vernacular
1880-1910

- Feature simpler designs, using local builders and readily available building materials
- Typically brick
- One to three stories
- Decorative parapets or cornices
- Originally built for commercial or industrial use

510 East Acequia Avenue

Mission Revival
1890-1930

- Mission-shaped roof parapet
- Wide, overhanging eaves with decorative brackets
- Red clay roof tiles
- Arched doorways
- Deep window openings without any framing, except the sill
- Inspired by the California missions

112 East Oak Avenue

Neoclassical Revival
1895-1950

- Formal symmetrical design, usually with center door
- Front facade columned porch
- Full height porch with classical columns
- Front facing gable
- Broken pediment over entry
- Decorative door surrounds, columns, or sidelights
- Front portico or entry porch
- Dentiled cornice
- Roof line balustrade

119 South Locust Street

Art Deco
1920-1940

- Smooth wall surface
- Sharp edged, linear appearance
- Stylized decorative elements using geometrical forms, zigzags, chevrons
- Low relief decorative panels
- Stepped or set back front facade
- Strips of windows with decorative spandrels
- Reeding and fluting around doors and windows
- Use of glass block for windows

111 West Acequia Avenue

Art Moderne
1920-1940

- Considered a subset of Art Deco architecture
- Smooth wall surface, usually stucco
- Flat roof
- Horizontal emphasis
- Curved corners or windows
- Aluminum or stainless-steel detailing
- Use of glass block for windows

604 South Mooney Boulevard

International/Modernist
1930-1965

- Clean, minimal lines
- Broad roof overhangs
- Walls of glass and large windows
- Open and well-defined floorplans
- Modern and traditional building materials
- A relationship to the outside environment
- Asymmetrical designs

315 South Johnson Street

Brutalist
1960-1980

- Rough, unfinished surfaces
- If present, windows are inconspicuous and small
- Unusual shapes
- Heavy-looking materials
- Heavy massing
- Straight lines
- Little to no ornamentation

217 West Acequia Avenue

2018 West Green Acres Drive

Sources & Suggested Reading

- Baker, John Milnes. *American House Styles A Concise Guide*. Norton & Company, Incorporated, W.W., 1994.
- Howe, Jeffery W. *The Houses We Live In: An Identification Guide to the History and Style of American Domestic Architecture*. PRC Publishing Ltd., 2002.
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- "Types of Architecture Study Guide." *Study.com | Architecture Study Guide*, https://study.com/academy/course/types-of-architecture-study-guide.html.
- Photography and Guide Design by Tyler Davis

206 North Encina Street

Historic Preservation Advisory Committee (HPAC)

Contact and Meeting Information

- The HPAC Administers and carries out the standards and specifications of the Historic Preservation Ordinance.
  - When: Meets on the 2nd and 4th Wednesday of each month at 5:30 PM
  - Where: City of Visalia Administration Building Conference Room, 220 North Santa Fe Street, Visalia, CA 93292 (enter using door located to the left of the main entrance, on the north face of the building)
- Contact: Staff Liaison Cristobal Carrillo at (559) 713-4443 or cristobal.carrillo@visalia.city
- Historic Preservation Advisory Committee Website: https://www.visalia.city/government/committees/historic_preservation_advisory_committee.asp
- City of Visalia Historic Preservation Ordinance: https://www.visalia.city/civicax/filebank/blobdload.aspx?BlobID=7346
- Local Register of Historic Structures: https://www.visalia.city/civicax/filebank/blobdload.aspx?BlobID=12377

City of Visalia

Proclamation

National Historic Preservation Month

WHEREAS, *settled in 1852 and incorporated as a city in 1874, Visalia is the oldest Central Valley city south of Stockton and hosts an impressive collection of historic sites and structures, including four that are listed on the National Register of Historic Places; and*

WHEREAS, *in 1979, the City of Visalia adopted a Historic Preservation Ordinance, which established criteria concerning development proposals within the Historic District; and*

WHEREAS, *the City created and maintains a listing of 368 historically significant structures known as the Local Register of Historic Structures; and*

WHEREAS, *the City established the Historic Preservation Advisory Committee (HPAC), which is made up of community volunteers that oversee development proposals for sites within the Historic District and Local Register of Historic Structures; and*

WHEREAS, *three distinct Historic District sections were created to the north, south and west of the downtown area, containing groupings of architecturally and historically significant structures. These structures are collectively known as the Historic District Overlay; and*

WHEREAS, *in January of 2022 the City installed navigational Historic District signage that identifies the boundaries and areas within the Historic District Overlay; and*

WHEREAS, *the preservation of historic structures provides a tangible link with the past, thus providing a key to understanding our heritage and identity, while also reinforcing pride in our community.*

NOW, THEREFORE, *the Visalia City Council does hereby proclaim the month of May as National Historic Preservation Month in the City of Visalia and appreciates the dedication and hard work put forth by the Historic Preservation Committee.*

Steve Nelsen, Mayor

Brian Poochigian, Vice Mayor

Greg Collins, Councilmember

Brett Taylor, Councilmember

Liz Wynn, Councilmember

May 2, 2022

City of Visalia
315 E. Acequia Ave., Visalia, CA 93291
Planning Division
Tel: (559) 713-4359; Fax: (559) 713-4814

October 17, 2022

BFD Investment Company, LLC
C/O Total Property Management
P.O. Box 478
Tulare, CA 93275

RE: Notice to Properties on the National Register of Historic Places – Bank of Italy Building, 128 East Main Street, Visalia CA 93291

To Whom It May Concern,

My name is Walter Deissler and I am the Chair of the City of Visalia Historic Preservation Advisory Committee (HPAC). The HPAC is a committee of seven volunteers appointed by the Visalia City Council to recognize and protect historic neighborhoods and buildings which contribute to Visalia's historic heritage. This letter is being sent to you because you are the owner of a structure listed on the National Register of Historic Places.

Did you know that there are 752 properties in the City of Visalia that are located within the Historic District, and 386 of those are listed on the Local Register of Historic Properties? Of all those properties, only four are recognized on the National Register of Historic Properties. Congratulations! Your property is one of those four! You're receiving this notice as recognition of your property's special importance and significance in Visalia.

Properties like yours with impressive heritage have historical, cultural, architectural, archaeological, and/or aesthetic significance. They typically adhere to high standards of quality and are a source of pride for the community at large. In order to assist with the continued care of your historic resource, City staff has included with this letter information and technical assistance to help ensure that Visalia's history is preserved and your property values are enhanced. This includes the following:

- U.S. Department of the Interior – The Secretary of the Interior's Standards for the Treatment of Historic Properties;
- National Register of Historic Places - Frequently Asked Questions for Property Owners;
- City of Visalia Historic Preservation District Ordinance (Visalia Municipal Code Chapter 17.56);
- City of Visalia Historic District and Local Register of Historic Structures Map;
- City of Visalia Local Register of Historic Structures; and

- City of Visalia Historic Sites and You Guide.

Properties such as yours are a link with the past and a key to understanding our heritage. We hope the information provided assists in preserving your historic resources for years to come. If you have any questions regarding the materials provided or any matter related to historic preservation, please contact Cristobal Carrillo, Associate Planner and HPAC Staff Liaison at (559) 713-4443 or cristobal.carrillo@visalia.city.

Thank you for your time and congratulations on your property's exceptional historic significance!

Sincerely,

Walter Deissler, Chairperson
City of Visalia, Historic Preservation Advisory Committee

CITY OF VISALIA
HISTORIC PRESERVATION ADVISORY COMMITTEE
TERMS

1. Patricia Kane
    a. 1st term: 4/2018 – 6/2020
    b. 2nd term: 7/2020 – 6/2022
    c. 3rd term: 7/2022 – 6/2024
2. Tyler Davis, Vice-Chair
    a. 1st term (partial): 6/2021 – 6/2022 (Completing existing term of member who resigned).
    b. 2nd term: 7/2022 – 6/2024
3. Karen Ayala
    a. 1st partial term: 1/17/2023 – 6/30/2023
    b. 1st full term: 7/1/2023 – 6/30/2025
4. Jay Hohlbauch
    a. 1st term: 7/2020 – 6/2022
    b. 2nd term (partial): 7/2022 – 6/2023
    c. 2nd full term: 7/1/2023 – 6/30/2025
5. Walter Deissler, Chair
    a. 1st term: 8/2020 – 6/2022
    b. 2nd term (partial): 7/2022 – 6/2023
    c. 2nd full term: 7/1/2023 – 6/30/2025
6. Jordan Mulrooney
    a. Partial Term: 5/2022 – 6/2022 (Completing existing term of member who resigned).
    b. 1st term: 7/2022 – 6/2024
7. Vacant

Late updated 7/21/2023

Visalia City Council

Staff Report

File #: 23-0293 **Agenda Date:** 8/21/2023 **Agenda #:** 5.

Agenda Item Wording:
Request authorization to record the final map for Highland Park, Unit Nos. 3 & 4 subdivision located at the northwest corner of West Riggin Avenue and North Giddings Street, authorize the City Manager to execute the subdivision agreement, and authorize the formation of Landscape and Lighting Assessment District No. 22-05 and order the improvements and levying the annual assessments for Landscape and Lighting Assessment District No. 22-05 "Highland Park Unit Nos. 3 & 4." (Resolution Nos. 2023-32 and 2023-33 required)

Deadline for Action: 8/21/2023

Submitting Department: Community Development

Contact Name and Phone Number:
Sarah MacLennan, Assistant Engineer, sarah.maclennan@visalia.city <mailto:sarah.maclennan@visalia.city>, (559)713-4622 Lupe Garcia, Civil Engineer, lupe.garcia@visalia.city <mailto:lupe.garcia@visalia.city>, (559)713-4197 Paul Bernal, Community Development Director, paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>, (559) 713-4025

Department Recommendation:
Staff recommends that City Council authorize the recordation of the final map for Highland Park, Unit Nos. 3 & 4 subdivision located at the northwest corner of West Riggin Avenue and North Giddings Street and, authorize the City Manager to execute the associated Subdivision Agreement.

In addition, staff also recommends that the City Council authorize the formation of Landscape and Lighting Assessment District No. 22-05 and order the improvements and levy the annual assessments for Landscape and Lighting Assessment District No. 22-05 "Highland Park Unit Nos. 3 & 4" (Resolution Nos. 2023-32 and 2023-33).

Summary:
The final map for Highland Park, Unit Nos. 3 & 4 subdivision will be subdividing a 11.72-acre site into a 98-lot single-family subdivision with two outlots; Lot A and Lot B. Lot A is a pocket park located within the subdivision and Lot B is the landscape lot along Riggin Avenue and Giddings Street frontages both to be maintained by the Landscape and Lighting District. The proposed single-family subdivision will take access from a local street connection to West Sedona Avenue and serviced by the interior local public streets with full improvements including curb, gutter, sidewalks, streetlights, sewer and storm mains, and other public infrastructure, utilities, and services (i.e., electricity, gas, and water).

The final map is ready for recording. All bonds, cash payments, subdivision agreement, and final map have been submitted by the developer, Woodside Homes, as follows: 1) An executed subdivision agreement; 2) Faithful performance bond in the amount of $2,895,231.58, and a labor and materials

bond in the amount of $1,447,615.79; 3) cash payment of $643,335.87 distributed to various accounts to cover City fees; and 4) Final map.

The Landscape and Lighting Assessment District No. 22-05 has also been reviewed and approved to form by the Landscape and Lighting District Committee. All new landscaping installed within the outlots, pocket park, and parkways for this development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO). MWELO required that landscaping and irrigation plans be certified by a qualified entity (i.e., a landscape architect) as meeting the State and City's water conservation requirements. In addition, MWELO increases water efficiency standards for new landscapes through use of more efficient irrigation systems, inclusion of drought tolerant plan and tree species, and by limiting the portion of landscape that can be covered in turf.

Background Discussion:
The faithful performance bond covers the cost of constructing the public improvements noted in the subdivision agreement and the labor and materials bond covers the salaries and benefits as well as the materials supplied to install the required public improvements. As required by the subdivision ordinance, the faithful performance bond covers 100% of the cost of the public improvements. The labor and materials bond is valued at 50% of the faithful performance bond. A maintenance bond valued at 10% of the cost of public improvements will be required prior to recording the Notice of Completion. The maintenance bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement. The cash payment covers development impact fees such as storm water acquisition, waterways, sewer front foot fees, and any outstanding plan check and inspection fees. The plan check and inspection fees are estimated at the beginning of the final map process and are not confirmed until the subdivision agreement is finalized. Differences are due in cash at the time of City Council approval of the map.

Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final map is a ministerial action. Section 16.24.080 of the subdivision ordinance limits the City Council's action to the specific determination that the final map substantially conforms to the contents of the tentative map, and the California Subdivision Map Act states that *"if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall approve the map."* Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The City Council may reject all offers of dedication on the final map pursuant to Section 16.24.080 of the subdivision ordinance and require that the City Engineer so indicate on the final map; however, staff's recommendation is that the City Council authorize recordation of the final map and accept all offers of dedication as previously described in this report.

Fiscal Impact:
98 lots will contribute to Landscape and Lighting Assessment District No. 22-05 created for the maintenance of common features related to this subdivision (e.g., Highland Park, Unit Nos. 3 & 4). These common features include but are not limited to; pavement on local streets, block walls, streetlights, and landscaping and irrigation within and along the outlots and pocket park. The annual assessment for each lot is $823.58.

Prior Council Action: None

Other:
- On February 27, 2006, the tentative subdivision map for Highland Park at Shannon Ranch

subdivision (TSM No. 5509) and associated Conditional Use Permit (CUP) No. 2006-03 were approved by the Planning Commission.

- On August 26, 2013, CUP No. 2012-27 was approved by the Planning Commission to amend previously approved CUP No. 2006-03, revising development standards and dwelling types of the previously approved PUD in the R-M-2 zone.
- On May 26, 2020, Finding of Consistency No. 2020-001 was approved by the Planning Commission allowing minor modifications to the public street design and phasing of the tentative map.

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recordation of the final map for Highland Park Unit Nos. 3 & 4 subdivision and authorize the City Manager to execute the associated subdivision agreement.

I move to authorize the formation of Landscape and Lighting Assessment District No. 22-05 and order the improvements and levying the annual assessments for Landscape and Lighting Assessment District No. 22-05 “Highland Park Unit Nos. 3 & 4.” (Resolution Nos. 23-32 and 23-33)

Environmental Assessment Status:
Negative Declaration No. 2006-08, adopted February 27, 2006

CEQA Review:
Negative Declaration No. 2006-08, adopted February 27, 2006

Attachments:
1. Resolution Initiating Proceedings for Assessment District No. 22-05
2. Resolution Ordering the Improvements for Assessment District No. 22-05
3. Aerial Map
4. Location Map
5. Final Map
6. Development Disclosure

RESOLUTION NO. 2023-__

RESOLUTION INITIATING PROCEEDINGS
FOR ASSESSMENT DISTRICT NO. 22-05
Highland Park Unit Nos. 3 & 4
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council proposes to form an assessment district pursuant to the Landscaping & Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

   Maintenance of street trees, landscaping, pocket park, local streets, street lights, block walls, and any other applicable equipment or improvements.

2. The proposed district shall be designated “Assessment District No. 22-05, City of Visalia, Tulare County, California,” and shall include the land shown on the map designated “Assessment Diagram, Assessment District No. 22-05, City of Visalia, Tulare County, California”, which is on file with the City Clerk and is hereby approved and known as “Highland Park Unit Nos. 3 & 4.”

3. The City Engineer of the City of Visalia is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the Engineer to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape & Lighting Act of 1972.

PASSED AND ADOPTED: August 21, 2023 LESLIE B. CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2023-__ passed and adopted by the Council of the City of Visalia at a regular meeting held on August 21, 2023.

Dated: _____, 2023 LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 22-05
Highland Park Unit Nos. 3 & 4
(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 22-05, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on August 21, 2023 by its Resolution No. 2023-__.

This document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

Dated: _____, 2023 LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

RESOLUTION NO. 2023-__

RESOLUTION ORDERING THE IMPROVEMENTS FOR
ASSESSMENT DISTRICT NO. 22-05
Highland Park Unit Nos. 3 & 4
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 22-05, City of Visalia, Tulare County, California, and directed the preparation and filing of the Engineer's Report on the proposed formation.

2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.

3. The owners of all land within the boundaries of the proposed landscape and lighting district have filed their consent to the formation of the proposed district, and to the adoption of the Engineer's Report and the levy of the assessments stated therein.

4. The City Council hereby orders the improvements and the formation of the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.

5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2023/24.

6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:

   a. Clerk's Certification to County Auditor
   b. Resolution Initiating Proceedings
   c. Resolution Ordering Improvements
   d. Engineer's Report:

Exhibit A	-	Assessment Diagram showing all parcels of real property within the Assessment District
Exhibit B	-	Landscape Location Diagram
Exhibit C	-	Tax Roll Assessment
Exhibit D	-	Engineer's Report

PASSED AND ADOPTED: August 21,2023 LESLIE B. CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2023-__ passed and adopted by the Council of the City of Visalia at a regular meeting held on August 21, 2023.

Dated: _____, 2023 LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

Exhibit "A"
Assessment Diagram
Landscape & Lighting Assessment District No. 22-05
Highland Park Unit Nos. 3 & 4

Exhibit "B"
Landscape Location Diagram
Landscape & Lighting Assessment District No. 22-05
Highland Park Unit Nos. 3 & 4

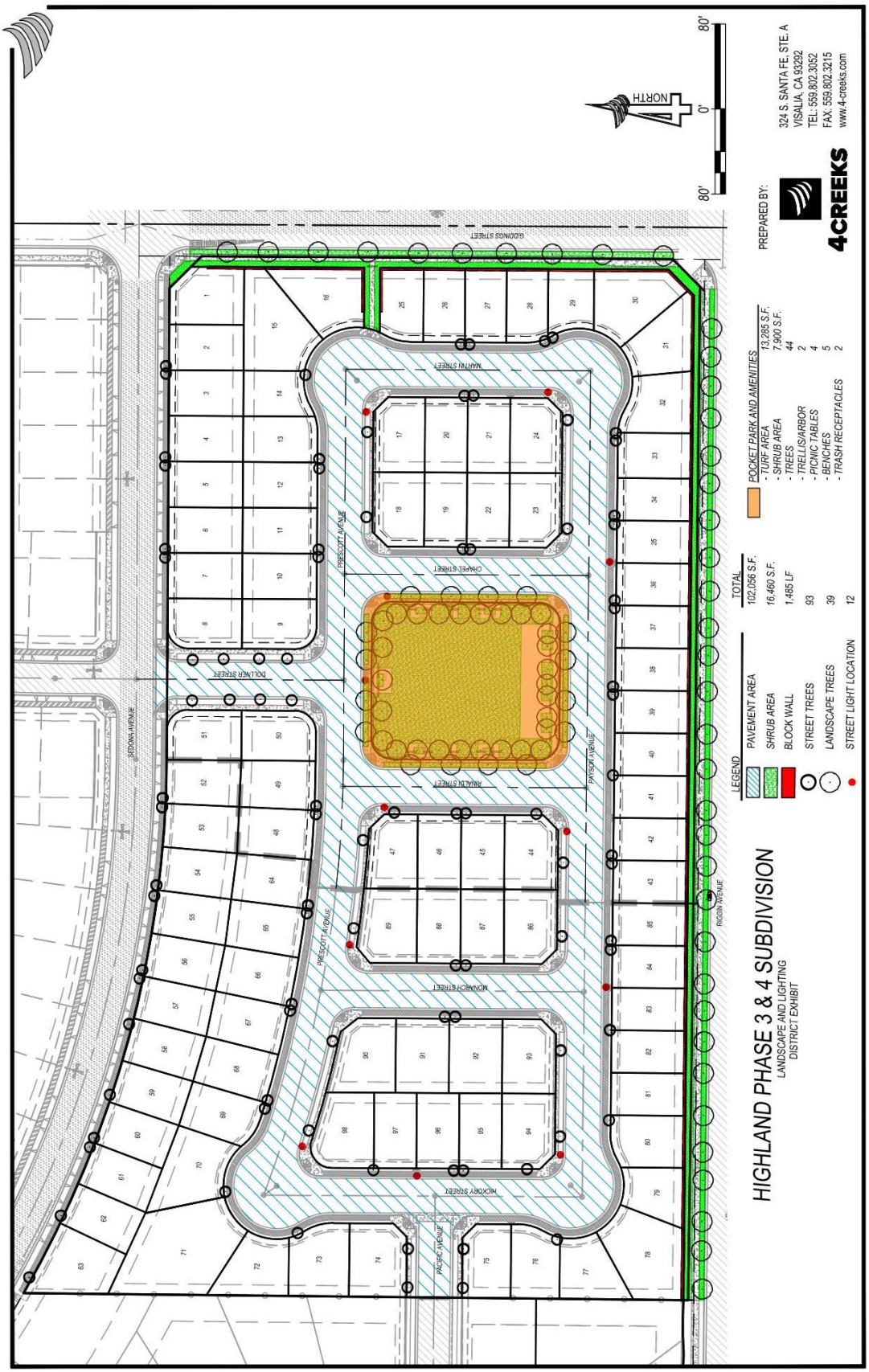


Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 22-05
Highland Park Unit Nos. 3 & 4
Fiscal Year 2023/24

APN #	Assessment	Owner	Lot #	District
To be assigned	$823.58	Woodside Homes	1	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	2	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	3	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	4	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	5	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	6	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	7	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	8	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	9	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	10	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	11	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	12	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	13	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	14	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	15	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	16	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	17	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	18	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	19	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	20	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	21	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	22	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	23	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	24	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	25	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	26	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	27	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	28	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	29	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	30	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	31	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	32	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	33	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	34	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	35	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	36	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	37	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	38	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	39	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	40	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	41	22-05Highland Park 3&4

Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 22-05
Highland Park Unit Nos. 3 & 4
Fiscal Year 2023/24

APN #	Assessment	Owner	Lot #	District
To be assigned	$823.58	Woodside Homes	42	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	43	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	44	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	45	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	46	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	47	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	48	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	49	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	50	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	51	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	52	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	53	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	54	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	55	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	56	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	57	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	58	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	59	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	60	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	61	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	62	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	63	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	64	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	65	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	66	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	67	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	68	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	69	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	70	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	71	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	72	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	73	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	74	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	75	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	76	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	77	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	78	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	79	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	80	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	81	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	82	22-05Highland Park 3&4

Exhibit "C"
Tax Roll Assessment
Landscape & Lighting Assessment District 22-05
Highland Park Unit Nos. 3 & 4
Fiscal Year 2023/24

APN #	Assessment	Owner	Lot #	District
To be assigned	$823.58	Woodside Homes	83	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	84	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	85	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	86	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	87	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	88	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	89	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	90	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	91	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	92	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	93	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	94	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	95	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	96	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	97	22-05Highland Park 3&4
To be assigned	$823.58	Woodside Homes	98	22-05Highland Park 3&4

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 22-05
Highland Park Unit Nos. 3 & 4
Fiscal Year 2023/24

General Description

This Assessment District (22-05, Highland Park Unit Nos. 3 & 4) is located at the northwest corner of Giddings Street and Riggin Avenue. Exhibit "A" is a map of Assessment District 22-05. This District includes a pocket park, outlots and local roads. The district will maintain shrub and turf, areas, street and landscape trees, irrigation systems, block walls, street lights, pavement on local streets, and any other applicable equipment or improvements. The maintenance of irrigation systems and block wall includes, but is not limited to, maintaining the structural and operational integrity of these features and repairing and acts of vandalism (graffiti, theft or damage) that may occur. This District includes the preventative maintenance of all internal local City streets by means including, but not limited to, overlays, cape seals, crack seals, and reclamite (oiling). There are a total of 98 lots within the district.

Determination of Benefit

The purpose of landscaping is to provide an aesthetic impression for the area. The lighting is to provide safety and visual impressions for the area. The block wall provides security, aesthetics, and sound suppression. The maintenance of any landscape areas, street lights, streets, and block walls is vital for the protection of both economic and humanistic values of the development. In order to preserve the values incorporated within developments and to concurrently have an adequate funding source for the maintenance of all internal local streets within the subdivision, the City Council has determined that landscape areas, street lights, block walls, street trees, and all internal local streets should be included in a maintenance district to ensure satisfactory levels of maintenance.

Method of Apportionment

In order to provide an equitable assessment to all owners within the District, the following method of apportionment has been used. All lots in the District benefit equally, including lots not adjacent to landscape areas, block walls, and street lights. The lots not adjacent to landscape areas, block walls, and street lights benefit by the uniform maintenance and overall appearance of the District. All lots in the District have frontage on an internal local street and therefore derive a direct benefit from the maintenance of the local streets.

Estimated Costs

The estimated costs to maintain the District includes the costs to maintain any landscaping, street trees, landscape trees, street lights, block walls, and pavement on local streets. The regular preventive maintenance of pavement on local streets is based on the following schedule: Reclamite on a 5 year cycle, Crack Seal on a 7 year cycle; Cape Seal on a 15 year cycle and Overlays on a 20 year cycle.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 22-05
Highland Park Unit Nos. 3 & 4
Fiscal Year 2023/24

The quantities, estimated costs, and per lot assessment in the "Highland Park Unit Nos. 3 & 4" landscape and lighting district are as follows:

Pocket Park	15 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
Turf Area	Monthly	Sq Ft	13,285	$ 0.055	12	$ 0.66	$ 8,768.10
Shrub Area	Monthly	Sq Ft	7,900	$ 0.029	12	$ 0.348	$ 2,749.20
Water	Monthly	Sq Ft	21,185	$ 0.018	12	$ 0.216	$ 4,575.96
Electricity	Monthly	Meter	-	$ 20.69	12	$ 248.28	$ -
Trees	Annual	Each	44	$ 60.00	1	$ 60.00	$ 2,640.00
Custodial Maintenance	Monthly	Each	-	$ 172.00	12	$ 2,064.00	$ -
Annual Fibar Material Replacement	Annual	Cubic Yd	-	$ 42.00	1	$ 42.00	$ -
Equipment Inspection	Monthly	Hourly	-	$ 98.24	12	$ 1,178.88	$ -
Repair/Replace Equipment	Monthly	Hourly	-	$ 55.00	12	$ 660.00	$ -
Playground Structure	Once	Each	-	$ 95,000.00	-	$ 6,333.33	$ -
Picnic Table	Once	Each	4	$ 5,707.00	-	$ 380.47	$ 1,521.87
Bench	Once	Each	5	$ 1,492.00	-	$ 99.47	$ 497.33
Trash Receptacle	Once	Each	2	$ 1,199.00	-	$ 79.93	$ 159.87
Trellis/Arbor	Once	Each	2	$ 3,500.00	-	$ 233.33	$ 466.67
Solar Lighting Pole	Once	Each	-	$ 8,000.00	-	$ 533.33	$ -

Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
Turf Area	Monthly	Sq Ft	-	$ 0.055	12	$ 0.66	$ -
Shrub Area	Monthly	Sq Ft	16,460	$ 0.029	12	$ 0.348	$ 5,728.08
Water	Monthly	Sq Ft	16,460	$ 0.018	12	$ 0.216	$ 3,555.36
Electricity	Monthly	Meter	4	$ 20.690	12	$ 248.28	$ 993.12
Landscape Trees	Annual	Each	39	$ 60.00	1	$ 60.00	$ 2,340.00
Interior Street Tree	Annual	Each	93	$ 60.00	1	$ 60.00	$ 5,580.00
Street Lights (Electricity & Maint)	Monthly	Each	12	$ 11.30	12	$ 135.60	$ 1,627.20
Block Wall	Annual	Ln Ft	1,485	$ 0.75	1	$ 0.75	$ 1,113.75
Project Management	Annual	Lots	98	$ 40.00	1	$ 40.00	$ 3,920.00

Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Cycle	Annual Cost Per Unit	Annual Total Cost
Reclamite (5 year cycle)	Twice	Sq Yd	11,340	$ 0.96	2	$ 0.96	$ 1,088.64
Crack Seal (7 year cycle)	Twice	Sq Yd	11,340	$ 0.68	2	$ 0.68	$ 771.12
Cape Seal (15 year cycle)	Once	Sq Yd	11,340	$ 11.16	1	$ 11.16	$ 6,327.72
2.0' Overlay (20 year cycle)	Once	Sq Yd	11,340	$ 33.42	1	$ 33.42	$ 18,949.14

Total		$ 73,373.12
10% Reserve Fund (Repairs)	10%	$ 7,337.31
Grand Total		$ 80,710.44
Number of Lots		98
Annual Per Lot Assessment		$ 823.58

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 22-05
Highland Park Unit Nos. 3 & 4
Fiscal Year 2023/24

Annual Cost Increase

This assessment district shall be subject to an automatic annual increase derived by the following formula:

year "n" assessment = ($80,710.44) $(1.05)^{(n-1)}$

where "n" equals the age of the assessment district with year one (1) being the year that the assessment district was formed;

However, in no case shall the assessment be greater than 1) The actual cost of providing the benefit conferred to each parcel plus any prior years' deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year's assessment.

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits identified above.

Example 1) The year four estimated costs are $87,974.37 [a 9% increase over the base year assessment of $80,710.44]. The ceiling on the assessment increase for year four would be $93,432.42 [ceiling = ($80,710.44) $(1.05)^{(4-1)}$]. The assessment would be set at $87,974.37 or the actual cost of providing the maintenance effort.

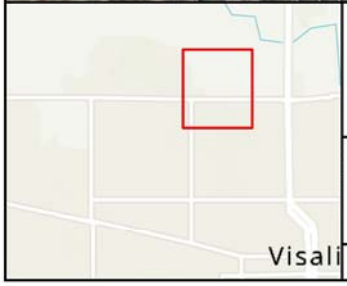
Example 2) The year four assessment is estimated at the actual cost of providing the maintenance effort of $91,202.79 [a 7% increase over the previous year assessment and a 13.0% increase over the base year assessment]. The ceiling on the assessment increase for year four would be $93,432.42 [ceiling = ($80,710.44) $(1.05)^{(4-1)}$]. The assessment would be set at $91,202.79 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3) The year four assessment is $87,974.37 [a 9% increase over the base year assessment $80,710.44] and damage occurred to the masonry wall raising the year five assessment to $107,328.74 [a 22% increase over the previous year assessment]. The year five assessment will be capped at $96,771.81, a 10% increase over the previous year and under the ceiling of $98,104.04 [ceiling = ($80,710.44) $(1.05)^{(5-1)}$]. The difference of $10,556.92 will be recognized as a deficit and carried over into future years' assessment.

City Engineer Certification

I hereby certify that this report was prepared under my supervision and this report is based on information obtained from the improvement plans of the subject development.

Frank Senteno Date
City Engineer



Aerial Map
Highland Park Unit Nos. 3 & 4

Nearmap US, Esri, NASA, NGA, USGS, City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

2023

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

N

0 300 600 Feet

Rd 116
W Riverway Ave
W Riverway Ct
W Shannon Pkwy
N Mooney Blvd
SUBJECT PROPERTY
N Giddings St
W Riggin Ave
Modoc Ditch
Visali
Location Map
Highland Park Unit Nos. 3 & 4
Esri, NASA, NGA, USGS, City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA
2023
Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
N
0
400
800
Feet

TSM 5509

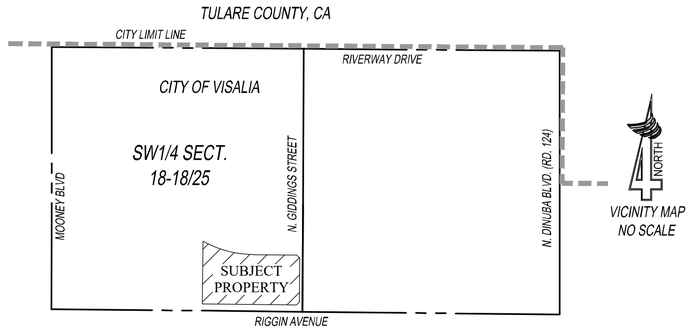
HIGHLAND PARK
UNIT NOS. 3 & 4

LOT 2 OF SHANNON RANCH EAST, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGE 46 OF RECORDED MAPS, TULARE COUNTY RECORDS;

EXCEPTING THOSE PORTIONS OF SAID LAND AS SHOWN ON DEDICATIONS OF:

PARCEL MAP 4554, FILED IN BOOK 46, PAGE 59 OF PARCEL MAPS;
OFFICIAL MAP OF SHANNON RANCH EAST SUBDIVISION MAP, FILED IN BOOK 40, PAGE 46 OF MAPS;
IRREVOCABLE OFFER OF DEDICATION, RECORDED FEBRUARY 10, 2003 AS INSTRUMENT NO. 2003-0011275;

SAID DEDICATIONS WERE ACCEPTED IN THE FOLLOWING RESOLUTIONS:
RESOLUTION 2005-52, RECORDED MAY 2, 2005 AS INSTRUMENT NO. 2005-0045469
RESOLUTION 2007-24, RECORDED MARCH 26, 2007 AS INSTRUMENT NO. 2007-0028982
RESOLUTION 2007-91, RECORDED NOVEMBER 28, 2007 AS INSTRUMENT NO. 2007-0103602
RESOLUTION 2007-90, RECORDED NOVEMBER 28, 2007 AS INSTRUMENT NO. 2007-0103603



LANDSCAPE & LIGHTING DISTRICT ASSESSMENT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 22-05, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE MAP (MAP NUMBER 06107C0935E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOOD, AREAS OF 1-PERCENT ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM THE 1-PERCENT ANNUAL CHANCE FLOOD

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THE CONSENT OF NO OTHER PERSON IS NECESSARY.

WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. *RIGHTS OF WAY FOR PACIFIC AVENUE, HICKORY STREET, PRESCOTT AVENUE, DOLLNER STREET, MONARCH STREET, RINALDI STREET, CHAPEL STREET, MARTIN STREET, AND PAYSON AVENUE IN FEE TO THE CITY OF VISALIA*
2. *LOTS A AND B IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC UTILITIES SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES*
3. *PUBLIC UTILITY EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT)*
4. *PEDESTRIAN ACCESS EASEMENTS TO THE CITY OF VISALIA FOR PEDESTRIAN ACCESS PURPOSES AS SHOWN HEREON AND DESIGNATED AS "PAE" (PEDESTRIAN ACCESS EASEMENT)*
5. *BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF BLOCK WALLS AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT)*

FOR: WOODSIDE 06N, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

BY: MATT SMITH *TITLE: AUTHORIZED SIGNER*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE _____ _____ *PRINT NAME*

MY COMMISSION EXPIRES: _____ _____ *COMMISSION NO.*

PRINCIPAL PLACE OF BUSINESS: _____ *COUNTY*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF TULARE

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE _____ _____ *PRINT NAME*

MY COMMISSION EXPIRES: _____ _____ *COMMISSION NO.*

PRINCIPAL PLACE OF BUSINESS: _____ *COUNTY*

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE HOMES, OCTOBER 2016. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PROFESSIONAL LAND SURVEYOR · RANDY D. WASNICK · EXP: 12/31/___ · PLS 8163 · STATE OF CALIFORNIA

_____ _____
RANDY D. WASNICK P.L.S. 8163 *DATE*

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PROFESSIONAL LAND SURVEYOR · MICHAEL E. LONG · EXP: 9-30-24 · No. 6815 · STATE OF CALIFORNIA

_____ _____
MICHAEL E. LONG, CITY SURVEYOR PLS 6815 *DATE*

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON FEBRUARY 27, 2006.

PAUL BERNAL,
CITY PLANNER

_____ _____
DATE *BY*

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS_____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND LOTS A AND B; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS, PEDESTRIAN ACCESS EASEMENTS, AND THE BLOCK WALL EASEMENTS, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS _____ DAY OF _____, 20__.

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

_____
CHIEF DEPUTY CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS___ DAY OF _____, 20__.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO. _____ *FEE PAID*

FILED THIS _____ DAY OF _____, 20____ , AT ___M.,

IN VOLUME _____ OF MAPS, AT PAGE _____ TULARE COUNTY RECORDS,AT THE REQUEST OF 4 CREEKS, INC.

TARA FREITAS, CPA, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 1 OF 3

TSM 5509

HIGHLAND PARK
UNIT NOS. 3 & 4

SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

CURVE AND LINE TABLES ON SHEET 3

NORTH

60' 0' 60'

EASEMENT/DOCUMENT LIST

- (E1) RESOLUTION AUTHORIZING ACCEPTANCE OF AN IRREVOCABLE OFFER TO THE CITY OF VISALIA PER DOC. REC. 5/2/05 AS DOC. NO. 2005-0045469, O.R.T.C.
- (E2) RESOLUTION AUTHORIZING ACCEPTANCE OF AN IRREVOCABLE OFFER TO THE CITY OF VISALIA PER DOC. REC. 3/26/07, AS DOC. NO. 2007-0028982, O.R.T.C.
- (E3) RESOLUTION AUTHORIZING ACCEPTANCE OF AN IRREVOCABLE OFFER TO THE CITY OF VISALIA PER DOC. REC. 11/28/2007, AS DOC. NO. 2007-0103603, O.R.T.C.
- (E4) RESOLUTION AUTHORIZING ACCEPTANCE OF AN IRREVOCABLE OFFER TO THE CITY OF VISALIA PER DOC. REC. 11/28/2007 AS DOC. NO. 2007-0103602, O.R.T.C.
- (E5) RESOLUTION AUTHORIZING ACCEPTANCE OF RIGHT OF WAY OFFERED TO THE CITY OF VISALIA PER DOC. REC. JULY 7, 2022, AS DOC. NO. 2022-0043398, O.R.T.C.
- (E6) EXISTING 20' EASEMENT FOR ROAD PURPOSES RECORDED FEBRUARY 28, 1930 IN BOOK 363, PAGE 131, O.R.T.C.

LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
- ● SET 3/4" IRON PIPE TAGGED "PLS 8163", AND AT ALL LOT CORNERS AND POINTS OF CURVATURE
- ○ SET BRASS DISC FLUSH IN CONC. TAGGED "PLS 8163"
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 8163" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE
- □ FOUND 3/4IN IRON PIPE TAGGED "PLS 8163", PER MAP OF HIGHLAND PARK ESTATES SUBDIVISION
- ( ) RECORD DATA PER SHANNON RANCH 3, UNITS 10 & 11, RECORDED IN VOL. 44 OF MAPS, AT PAGE 37 T.C.R. (OR CALCULATED THEREFROM)
- [ ] RECORD DATA PER SHANNON RANCH EAST, RECORDED IN VOL. 40 OF MAPS, AT PAGE 46, T.C.R. (OR CALCULATED THEREFROM)
- < > RECORD DATA PER HIGHLAND PARK ESTATES SUBDIVISION RECORDED IN VOL. 44 OF MAPS, AT PAGE 79 , T.C.R. (OR CALCULATED THEREFROM)
- (( )) RECORD DATA PER RIGHT OF WAY ACCEPTANCE PER DOC. REC. 7/7/2022 AS DOC. NO. 2022-0043398, O.R.T.C.
- (R) RADIAL BEARING
- HEAVY SOLID LINE INDICATES SUBDIVISION BOUNDARY
- BWE BLOCK WALL EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- (E#) EASEMENT/DOCUMENT OF RECORD

BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18-18/25 PER MAP OF SHANNON RANCH EAST SUBDIVISION, REC. IN VOL 40 OF MAPS, PG. 46, T.C.R.

TAKEN AS N0° 20' 28"E

PREPARED BY:
4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

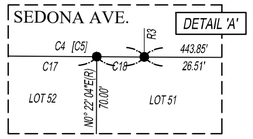
TSM 5509

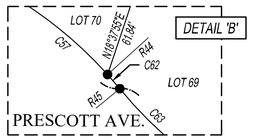
HIGHLAND PARK
UNIT NOS. 3 & 4

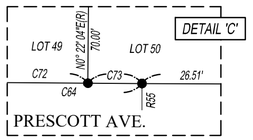
SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

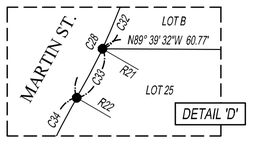
LEGEND AND DOCUMENT/EASEMENT LIST ON SHEET 2

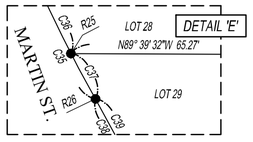
ALL DETAILS
NOT TO SCALE

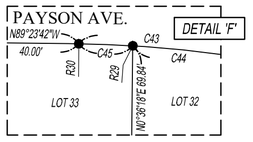


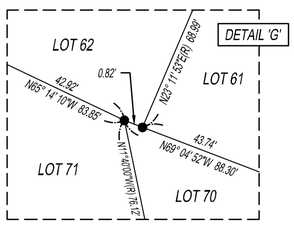


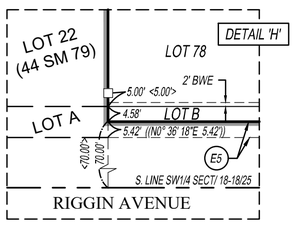












CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	30°12'19"	527.18'	1,000.00'
C2	30°12'19"	527.18'	1,000.00'
C3	30°12'19"	527.18'	1,000.00'
C4	29°16'46"	525.84'	1,029.00'
C5	29°15'10"	525.36'	1,029.00'
C6	4°08'22"	74.34'	1,029.00'
C7	2°16'59"	41.00'	1,029.00'
C8	2°16'59"	41.00'	1,029.00'
C9	2°16'59"	41.00'	1,029.00'
C10	2°16'59"	41.00'	1,029.00'
C11	2°16'59"	41.00'	1,029.00'
C12	2°16'59"	41.00'	1,029.00'
C13	2°16'59"	41.00'	1,029.00'
C14	2°16'59"	41.00'	1,029.00'
C15	2°16'59"	41.00'	1,029.00'
C16	2°16'59"	41.00'	1,029.00'
C17	2°16'59"	41.00'	1,029.00'
C18	0°01'36"	0.48'	1,029.00'
C19	90°00'00"	31.42'	20.00'
C20	90°00'00"	31.42'	20.00'
C21	90°00'00"	31.42'	20.00'
C22	90°00'00"	31.42'	20.00'
C23	90°00'00"	31.42'	20.00'
C24	90°00'00"	31.42'	20.00'
C25	29°59'43"	26.18'	50.00'
C26	18°24'11"	16.06'	50.00'
C27	11°35'33"	10.12'	50.00'
C28	149°59'26"	130.89'	50.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C29	40°07'22"	35.01'	50.00'
C30	40°06'25"	35.00'	50.00'
C31	46°41'52"	40.75'	50.00'
C32	17°56'47"	15.66'	50.00'
C33	5°07'00"	4.47'	50.00'
C34	29°59'43"	26.18'	50.00'
C35	30°01'24"	26.20'	50.00'
C36	23°49'01"	20.78'	50.00'
C37	6°12'23"	5.42'	50.00'
C38	150°18'39"	131.17'	50.00'
C39	45°16'41"	39.51'	50.00'
C40	34°22'39"	30.00'	50.00'
C41	34°28'19"	30.08'	50.00'
C42	36°11'00"	31.58'	50.00'
C43	30°01'24"	26.20'	50.00'
C44	27°02'00"	23.59'	50.00'
C45	2°59'24"	2.61'	50.00'
C46	90°15'50"	31.51'	20.00'
C47	89°44'10"	31.32'	20.00'
C48	29°58'03"	26.15'	50.00'
C49	149°40'15"	130.61'	50.00'
C50	9°10'19"	8.00'	50.00'
C51	41°19'41"	36.07'	50.00'
C52	40°06'25"	35.00'	50.00'
C53	40°30'26"	35.35'	50.00'
C54	18°33'24"	16.19'	50.00'
C55	29°58'03"	26.15'	50.00'
C56	32°10'52"	28.08'	50.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C57	172°32'53"	150.58'	50.00'
C58	18°37'47"	16.26'	50.00'
C59	46°01'03"	40.16'	50.00'
C60	45°31'34"	39.73'	50.00'
C61	59°46'27"	52.16'	50.00'
C62	2°36'02"	2.27'	50.00'
C63	33°32'08"	29.27'	50.00'
C64	16°49'53"	343.41'	1,169.00'
C65	0°49'25"	16.80'	1,169.00'
C66	2°16'59"	46.58'	1,169.00'
C67	2°16'59"	46.58'	1,169.00'
C68	2°16'59"	46.58'	1,169.00'
C69	2°16'59"	46.58'	1,169.00'
C70	2°16'59"	46.58'	1,169.00'
C71	2°16'59"	46.58'	1,169.00'
C72	2°16'59"	46.58'	1,169.00'
C73	0°01'36"	0.55'	1,169.00'
C74	20°02'55"	418.15'	1,195.00'
C75	9°36'40"	200.46'	1,195.00'
C76	9°15'47"	193.20'	1,195.00'
C77	1°10'27"	24.49'	1,195.00'
C78	107°02'25"	37.36'	20.00'
C79	4°57'40"	105.72'	1,221.00'
C80	2°12'42"	47.13'	1,221.00'
C81	2°44'58"	58.59'	1,221.00'
C82	5°15'33"	112.08'	1,221.00'
C83	2°36'43"	55.66'	1,221.00'
C84	2°38'50"	56.41'	1,221.00'

Radial Table	
#	Bearing
R1	N30° 32' 47"E
R2	N29° 37' 14"E
R3	S00° 20' 28"W
R4	S00° 20' 28"W
R5	S89° 39' 32"E
R6	S89° 39' 32"E
R7	N00° 20' 28"E
R8	N00° 20' 28"E
R9	S89° 39' 32"E
R10	N89° 39' 32"W
R11	N00° 20' 28"E
R12	N89° 39' 32"W
R13	S00° 20' 28"W
R14	S00° 20' 28"W
R15	S89° 39' 32"E
R16	N00° 20' 28"E
R17	S18° 03' 43"E
R18	S29° 39' 16"E
R19	N10° 28' 06"E

Radial Table	
#	Bearing
R20	S82° 43' 36"E
R21	N64° 46' 50"W
R22	N59° 39' 49"W
R23	S89° 39' 32"E
R24	S89° 39' 32"E
R25	S66° 31' 27"W
R26	N60° 19' 03"E
R27	N74° 24' 16"W
R28	S30° 37' 42"W
R29	S03° 35' 42"W
R30	N00° 36' 18"E
R31	N89° 39' 32"W
R32	S00° 36' 18"W
R33	N00° 36' 18"E
R34	N89° 39' 32"W
R35	N00° 36' 18"E
R36	S29° 21' 45"E
R37	S20° 11' 25"E
R38	S78° 14' 53"E

Radial Table	
#	Bearing
R39	S59° 41' 30"E
R40	N89° 39' 32"W
R41	N89° 39' 32"W
R42	N58° 09' 36"E
R43	N76° 47' 23"E
R44	N48° 06' 27"E
R45	S50° 42' 29"W
R46	N17° 10' 21"E
R47	N89° 39' 32"W
R48	S17° 22' 52"W
R49	S15° 10' 10"W
R50	N12° 25' 12"E
R51	N08° 36' 58"E
R52	S06° 00' 15"W
R53	N03° 21' 25"E
R54	N01° 30' 55"E
R55	N00° 20' 28"E

PREPARED BY:

4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 3 OF 3

CITY OF VISALIA
Disclosure Development Project

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): 078-120-028

Short Title or Name of proposed project: Highland Park Unit 3 & 4

Summary description of the proposed project: 11.52 Acres, 98 lot planned SFR development

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) Woodside 06N, LP

Mailing Address 9 River Park Place E, Suite 430
Fresno, CA 93720

Phone 559-437-9000

Name (print) _____

Mailing Address _____

Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

6/8/23
Date

Property Owner Signature

Matt Smith, Authorized Signer
Print Name & Title

_____
Date

_____
Property Owner Signature

_____
Print Name & Title

OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to _____
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder _____

Mailing Address _____

Phone _____ Fax _____

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

WDS GP, Inc., General Partner

NOTICE: If the above information regarding ownership and interest in this property changes before the project goes before City Council or Planning Commission, it is the responsibility of such parties to notify the City of Visalia of this change(s).

CITY OF VISALIA
Disclosure Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name **Woodside 06N, LP**

Firm Address **9 River Park Place E, Suite 430, Fresno, CA 93720**

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:

WDS GP, Inc., General Partner

6/8/23
Date

Signature

Matt Smith, Authorized Signer
Print Name & Title

Date

Signature

Print Name & Title

Visalia City Council

Staff Report

File #: 23-0299 **Agenda Date:** 8/21/2023 **Agenda #:** 6.

Agenda Item Wording:
Authorize the City Manager to sign a Grant Forfeiture Letter for the Mill Creek Beautification Project.
Deadline for Action: None

Submitting Department: Administration - CIP

Contact Name and Phone Number:
Diego Corvera, Civil Engineer, Diego.Corvera@visalia.city, 713-4209
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.city, 713-4540
Frank Senteno, City Engineer, Frank.Senteno@visalia.city, 713-4331
Nick Mascia, Assistant City Manager, Nick.Mascia@visalia.city, (559) 713-4323

Department Recommendation:
Staff recommends that the City Council authorize the City Manager to sign the attached California Natural Resources Agency Grant Forfeiture letter to close out the Mill Creek Beautification Project.

Background Discussion:
Through the California Natural Resources Agency (CNRA), the City Visalia was awarded $199,267.00 in grant funds as part of the Greenhouse Gas Reduction Fund for the Mill Creek Beautification at Burke Street project. These funds were intended to landscape the area surrounding the Mill Creek Trail along future Oak Ave between Burke St & Tipton St (refer to attached Site Plan).

During staff development of the design and utility coordination for this Beautification project, the Parks and Recreation Department applied and were successfully awarded grant funding for the design and construction of an inclusive park at this same location. City Staff made the effort to incorporate the landscaping requirements outlined in the beautification Grant within the inclusive park footprint. Unfortunately, due to the limitations of the site and the required amount of landscaping per the beautification grant, this was infeasible.

City staff proceeded to correspond with CNRA staff to determine what options were available to preserve the beautification grant. Staff was advised to go through an amendment process. Through this process, City staff was instructed to submit a concept plan and cost estimate for review; identifying a new or alternative location for the landscaping with an emphasis that the grant requirements still needed to be met, explicitly the tree and shrub count. The tone of the communication from CNRA seemed optimistic of the amendment process. City staff proceeded to evaluate different locations both adjacent to the original site and beyond. The City submitted an amendment package to CNRA outlining the new location, concept layout and cost. This new location and design met the grant requirements, specifically the tree and shrub count as these were conveyed as critical parameters to meet the goals of the grant. Unfortunately, the proposed amendment upon

CNRA's final review, was denied and the grant funds now need to be returned. It was clarified at the point of final review that this kind of amendment (location change) is not commonly approved and would require circumstances outside of the jurisdiction's control to receive approval.

Fiscal Impact:
This beautification grant was acquired to cover plan development and construction costs. City Staff time was covered under Measure R Trailways (Fund 132) as matching funds for the project. See below the project budget and overall breakdown:

Mill Creek Beautification- CIP0370	
Project Budget	
Measure R Trailways Funds (Fund 132)	$50,000
Greening Grant (CRNA)	$199,267.00
Total Project Funding	**$249,267.00**
Project Costs Expended to Date:	
Project Management (City Staff Time)	$ 7,167.07
Design Services (Construction Plan Developmen	$ 10,214.85
Total Project Costs Expended to Date:	**$17,381.92**
Expenditures Reimbursed by MR Trailways Fun	$ 9,086.92
Expenditures Reimbursed by the Greening Gran	$ 8,295.00
Total Expenditures Reimbursed to Date:	**$17,381.92**

Funds reimbursed by the Greening Grant will be returned to the grant agency.

The Parks Impact Fee fund (211) will reimburse the CIP expenditures that were covered by the Measure R Trail ways fund (132). The total amount of Measure R Trail way funds of $50,000.00 allocated towards this project will be available for future bike/pedestrian projects subject to Council approval.

Prior Council Action:
May 15, 2017
Authorized City Manager to execute grant agreement with California Natural Resource Agency and passed resolution 2017-32 approving the application for the grant funds for the California Climate Investments Urban Greening Program.

Alternatives:
None

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to sign a Grant Forfeiture Letter for the Mill Creek Beautification Project and forfeit the California Natural Resources Agency Greening Grant funds.

Environmental Assessment Status:
N/A

CEQA Review:
N/A

Attachments:
1. Grant Forfeiture Acknowledgement Letter
2. Exhibit of Original Greening Grant Project
3. Exhibit of Inclusive Park Concept
4. Original Grant Agreement

City of Visalia
220 N. Santa Fe St., Visalia, CA 93292
Administration
Tel: (559) 713-4512 Fax: (559) 713-4800

California Natural Resources Agency
Attn: Jennifer Thomas
715 P Street, 20th Floor
Sacramento CA, 95814

July 25th, 2023

Dear California, Natural Resources Agency,

As a long-time partner on various Greening Grants over the past 10 years, it is with deep regret to inform you that the City of Visalia will not be utilizing Urban Greening grant funds awarded for the Mill Creek Beautification at Burke Street Project, grant agreement no. U29137-0.

Funds were awarded for the landscaping and beautification of the Mill Creek Trail between Burke and Tipton Streets. We understand that we were awarded this grant to create a green space within the Downtown area of our city; However, we were apprised of an opportunity to develop a new inclusive park in the same location through a park grant acquired by our Parks and Recreation Department. The City was awarded funding to design and build an all-inclusive playground, the first of its kind in Visalia. We made the upmost effort to incorporate the installation of trees and shrubs into the design of the inclusive park. However, due to limited space available, the number of trees and shrubs required per the grant could not be met.

In correspondence(s) held with CNRA staff, we were led to believe that there would be an opportunity to propose an alternative location for the grant funds. We were advised that through an amendment process, we could submit a concept plan and cost estimate for consideration of a new location so long as the grant requirements are met; the tone of the communication seemed optimistic of the amendment process. The City of Visalia proceeded to evaluate different locations both adjacent to the original site and beyond, the City submitted an amendment package to CNRA outlining the new location, concept layout and cost. This new location and design met the grant requirements, specifically the tree and shrub count as these were conveyed as critical parameters to meet the goals of the grant. Unfortunately, the proposed amendment upon CNRA's final review, was denied and the grant funds now need to be returned. It was clarified at the point of final review that this kind of amendment (location change) is not commonly approved and would require circumstances outside of the jurisdiction's control to receive approval.

We recognize that your organization has limited resources, and we want to make sure that the funds will be used where they are most needed. We would like to thank you for your support and the award of these funds for this project. At this time however, the City is continuing the development of the space into a beautiful and beneficial park space area for all members of our community.

Again, we thank you for your understanding and hope to work with you in the near future on other projects that continue to environmentally benefit our community.

Sincerely,

Leslie Caviglia
City Manager
City of Visalia

Attachments:

1. Exhibit of Original Greening Project
2. Exhibit of Inclusive Park
3. Original Funding Contract

PLANT SCHEDULE

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	WUCOLS	CA NATIVE	QTY	DETAIL
	Arctostaphylos x `Pacific Mist`	Pacific Mist Manzanita	1 gal	Evergreen	Very Low	Yes	77	
	Calamagrostis x acutiflora `Karl Foerster`	Feather Reed Grass	1 gal	Evergreen	Medium	No	66	
	Ceanothus maritimus `Valley Violet`	Maritime Ceanothus	1 gal	Evergreen	Low	Yes	39	
	Epilobium canum canum `Catalina`	Hummingbird Trumpet	1 gal	Evergreen	Very Low	Yes	29	
	Eriogonum giganteum	St. Catherine`s Lace	1 gal	Evergreen	Low	Yes	13	

Materials Legend

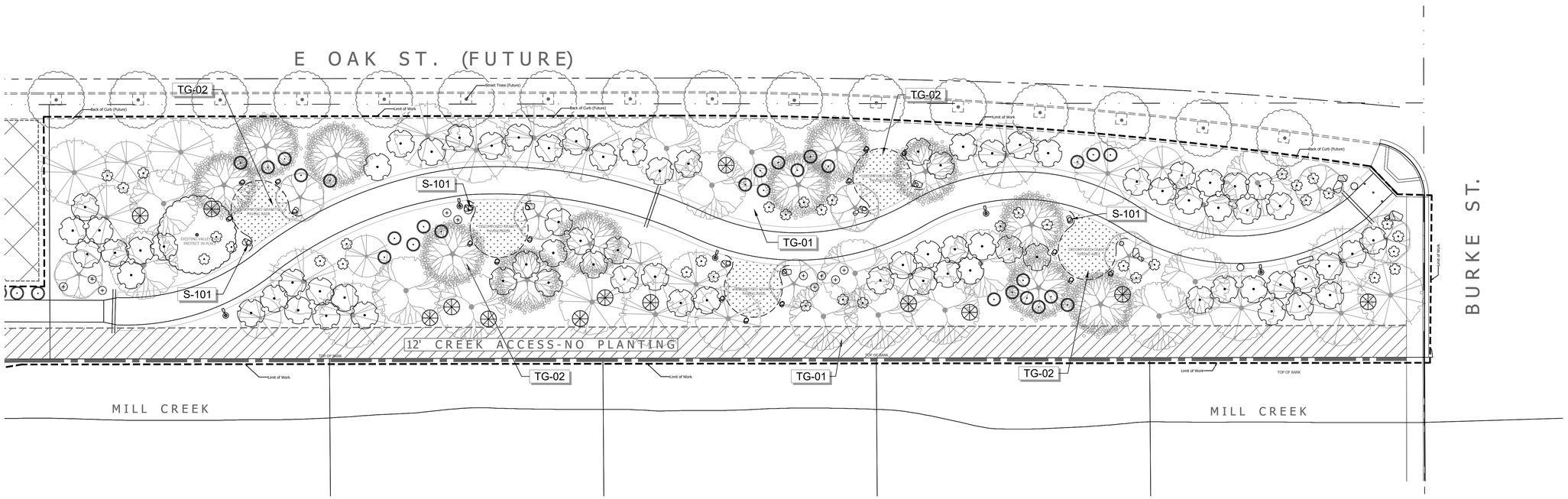
SYMBOL	DESCRIPTION	QTY	DETAIL
PS-101 ALL PLANTING LOCATIONS	Certified Compost: 2" thick layer of compost shall be applied in all planting areas. Compost shall be certified by the U.S. Composting Council`s STA Program. See specifications for further information.	6.17 cy	

Notes:

1- Graphic symbols take precedence over written quantities. Contractor to verify total quantities.

2- Plant quality shall be as prescribed in the details and specifications. Any plant not meeting such requirement shall be removed from the site and replaced at no cost to the Owner or Landscape Architect.

3- All quantities and amounts shown on the plans are best estimates for the benefit of the Contractor. In field conditions may vary compared to what is shown on the plans. Therefore, it is the Contractor 's responsibility to verify all lengths, square footages, and amounts prior to bidding the project.



CITY SIGNATURES	DATE

"I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the planting & irrigation design plans."

Signature

0 20 40 60 80 feet

1" = 20'

NORTH

LICENSED LANDSCAPE ARCHITECT No. 5803 TYSON CAMERON HILL STATE OF CALIFORNIA
Signature
4-30-21
Renewal Date

Date	Drawing Description
2021.02.11	2nd City Submittal
2020.07.07	1st City Submittal

Urban Tree Foundation
1512 W. Mineral King
Ave. Visalia, Ca 93291
559-713-0631
www.urbantree.org

URBAN TREE FOUNDATION

Mill Creek Trail @ Burke St.

Shrub Planting Plan

Date: 2.11.2021
Scale:
Project: 18002

L-10

Sheet 11 of 17

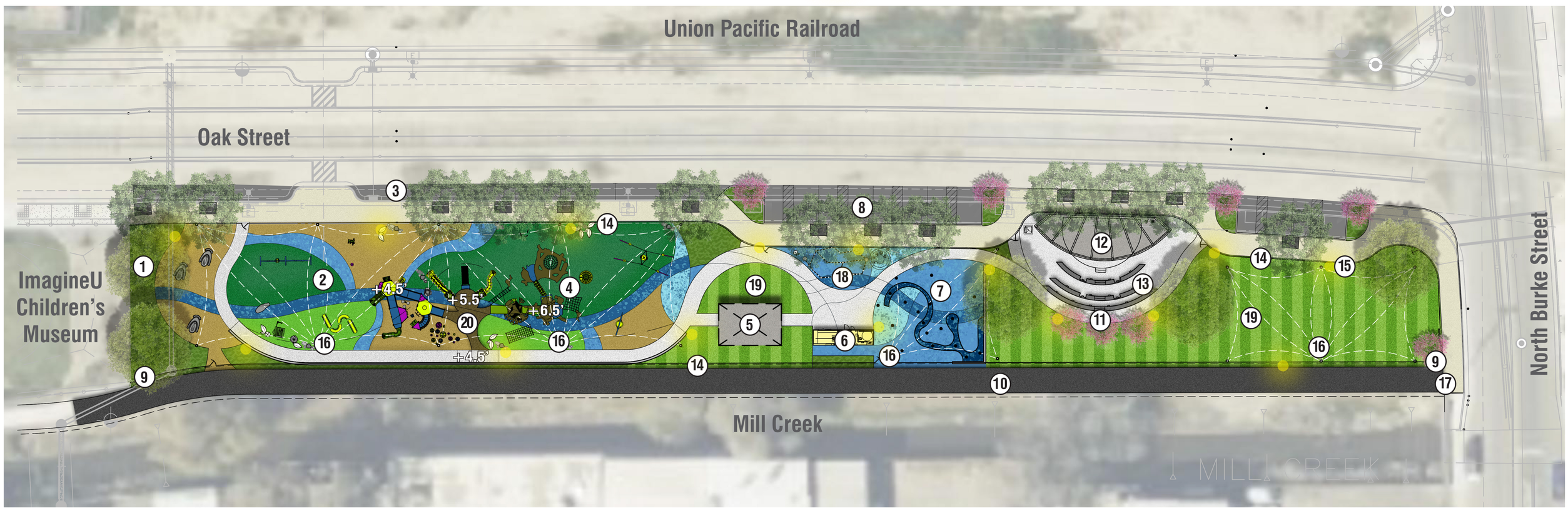
\\TYSONS-MAC-MINI\Urban Tree Foundation\18\18002 mill creek - burkell.land\CD's\CD_01\18002 - p2.dwg11.02.2021byjorgmendonsa

BRIDGING HORIZONS PLAY PARK

A Celebration of Visalia's Heritage and Vision for the Future

LEGEND

1. Plants (Low Water Use / Loose Play)
2. Sequoia Grove Inclusive Playground (2-5)
3. Street Parking (Porous Paving)
4. Sequoia Grove Inclusive Playground (5-12)
5. Uplands Picnic Area
6. Inclusive Restroom (Self Cleaning)
7. River Bottoms Water Play Zone
8. Accessible Parking (Porous Paving)
9. Fitness Stations
10. Walking/Bike Path
11. Music & Story Meadow
12. Overhead Shade Structure
13. Fully Accessible Audience Seating
14. Trap Fencing w/Gates (Around Entire Park)
15. Solar Safety Lighting
16. Fabric Shade Sails
17. Safety Bollards
18. Court Games
19. Artificial Turf
20. 5.5' Raised Play Mound



REVISED PARK CONCEPTUAL DESIGN

03/02/2021

NOTE: THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY. THIS DOCUMENT IS MARKED PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION PURPOSES. ANY IMAGES SHOWN ARE TO CONVEY CONCEPT ONLY. CONSTRUCTION PLANS WILL VARY DEPENDING ON BUDGET, CLIENT DIRECTION, COMMUNITY INPUT AND FINAL MATERIALS SELECTION.

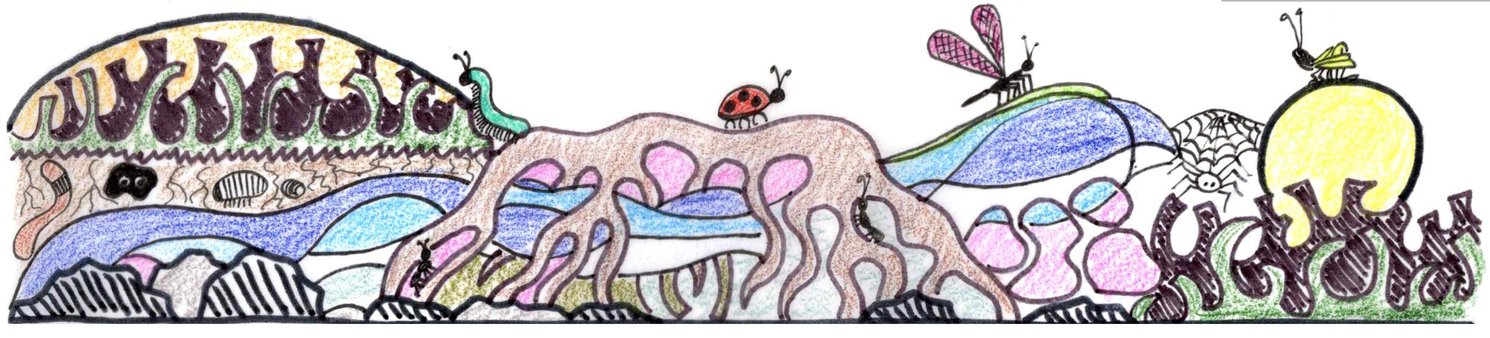
O'DELL ENGINEERING

BRIDGING HORIZONS PLAY PARK

A Celebration of Visalia's Heritage and Vision for the Future

Rootball Cozy Space

Sensory Wall



SEQUOIA GROVE INCLUSIVE PLAYGROUND *(child focused sensory rich exploration)*

03/02/2021

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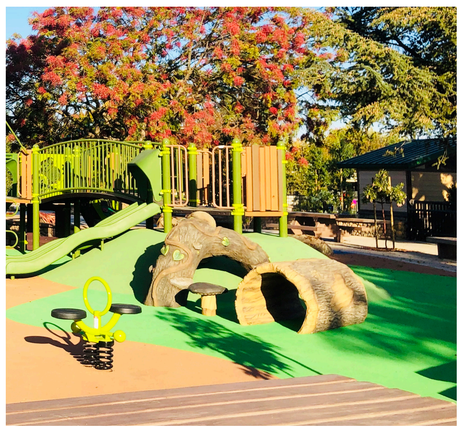
O'DELL ENGINEERING

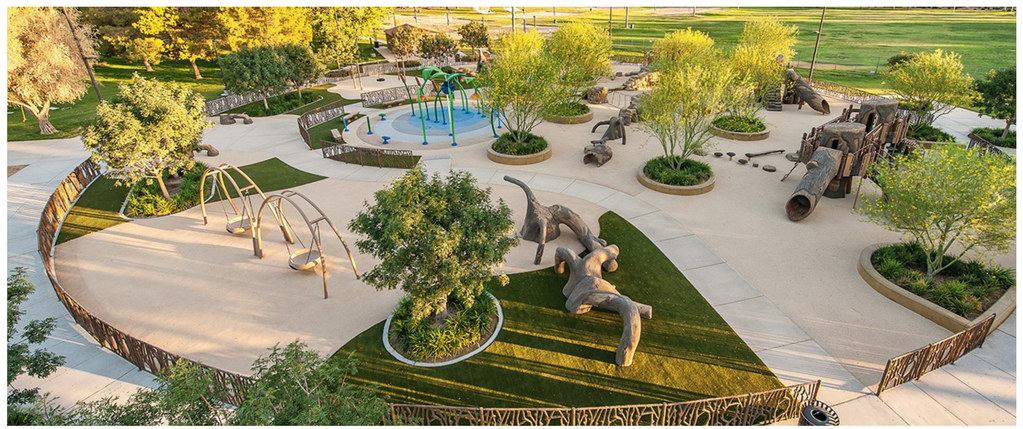
BRIDGING HORIZONS PLAY PARK

A Celebration of Visalia's Heritage and Vision for the Future

Sequoia Tree Hut

Sensory Dome Cone





SEQUOIA GROVE INCLUSIVE PLAYGROUND *(child focused sensory rich exploration)*

03/02/2021

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O'DELL ENGINEERING

BRIDGING HORIZONS PLAY PARK

A Celebration of Visalia's Heritage and Vision for the Future

RIVER BOTTOM WATER PLAY ZONE *(water powered by kids...not electricity)*

03/02/2021

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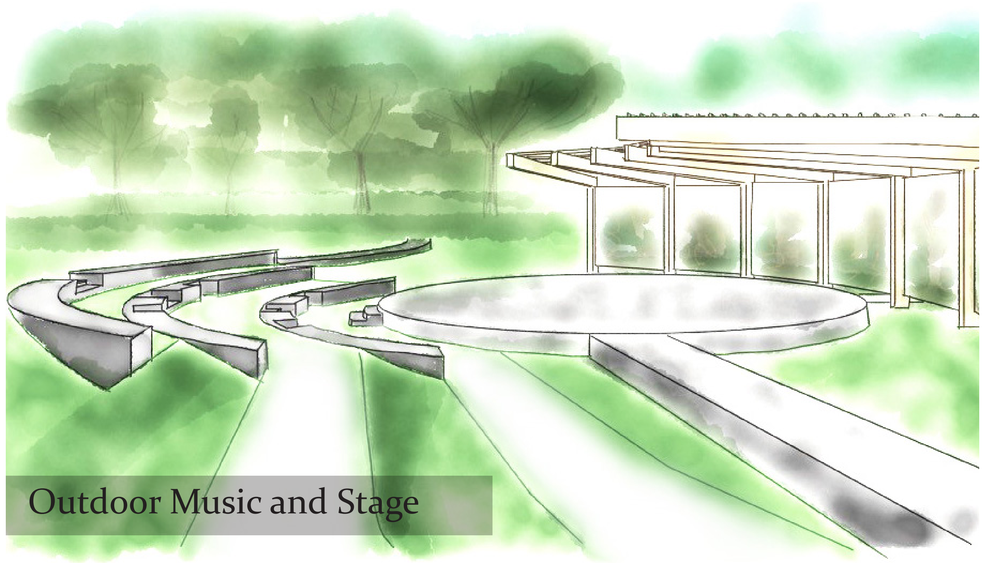
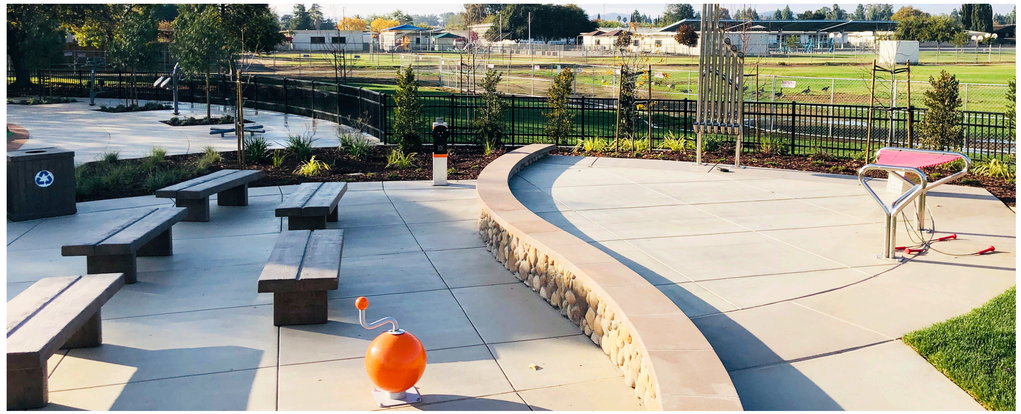
O'DELL ENGINEERING

BRIDGING HORIZONS PLAY PARK

A Celebration of Visalia's Heritage and Vision for the Future



Outdoor Music and Stage



Singing Stone

Dance Chimes

MUSIC AND STORY MEADOW *(community centered and kid directed experiences)*

03/02/2021

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O'DELL ENGINEERING

CALIFORNIA natural resources AGENCY

EDMUND G. BROWN JR., *Governor*
JOHN LAIRD, *Secretary for Natural Resources*

May 1, 2018

Mr. Thaddeus Van Essendelft, Assoc. Engineer
City of Visalia
315 E. Acequia Ave.
Visalia, CA 93291

Re: Greenhouse Gas Reduction Fund- Urban Greening Grant Program
Mill Creek Beautification at Burke Street

Dear Mr. Van Essendelft:

Enclosed is your copy of the fully executed Grant Agreement number U29137-0 in an amount not to exceed $199,267.00 for the Mill Creek Beautification at Burke Street Project. Please distribute copies within your organization as appropriate.

Careful review of this Grant Agreement, the Grant Guidelines and associated forms and documents located on our website (http://resources.ca.gov/grants/project-administration-forms/) is critical to ensure your compliance with the grant program requirements. These documents contain important information regarding your reporting obligations, how to correctly request payments to avoid delays and other pertinent information. The section in your Grant Agreement titled Special Provisions may contain additional restrictions on the availability of your grant funds and should be given special attention.

We look forward to working with you in the coming months. Should you have any questions, please do not hesitate to contact me at (916) 651-7584 or via email at brad.juarros@resources.ca.gov.

Sincerely,

Brad Juarros, Grants Administrator
Bonds and Grants

Enclosures

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME: City of Visalia

PROJECT TITLE: Mill Creek Beautification at Burke Street

AUTHORITY: Senate Bill (SB) 859

PROGRAM: Urban Greening Grant Program

AGREEMENT NUMBER: U29137-0

TERM OF LAND TENURE: 20 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: 3/1/2018 to 5/1/2020

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Senate Bill (SB) 859, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **$199,267.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF VISALIA

By _____
Randy Groom

Title City Manager

Date 3/16/18

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By _____
Julie Alvis

Title Deputy Assistant Secretary

Date 3/28/18

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND		
$199,267.00		**U29137-0**		**3228-** Greenhouse Gas Reduction Fund		
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION				
$		**0540-3228-000-2016-101**		**PROGRAM 10**		
ADJ. DECREASING ENCUMBRANCE		FUNCTION				
$		**Local Assistance**				
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
$		**0540-3228-000-2016-101**		**370/16**	**2016**	**16/17**
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER	
		0540	**751**	**32291**	**U29137**	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

_____
SIGNATURE OF ACCOUNTING OFFICER

4/26/18
DATE

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Grantee Name:	City of Visalia
Project Title:	Mill Creek Beautification at Burke Street
Agreement Number:	U29137-0
Authority:	Senate Bill (SB) 859
Program:	Urban Greening Grant Program

PROJECT DESCRIPTION

The project will plant trees and understory shrubs on a vacant lot that is adjacent to Mill Creek for a distance of approximately 0.2 miles. The project will plant approximately 55 (fifty-five) 15-gallon, and 10 (ten) 5-gallon native, drought tolerant trees and 200 (two-hundred) 1 gallon shrubs. An efficient irrigation system will be installed with a smart irrigation controller and soil moisture sensors.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement. Projects should reduce GHG emissions by enhancing and expanding neighborhood parks; providing greening of public lands and structures; mitigating urban heat islands; establishing green streets and alleyways; or developing nonmotorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and schools.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Urban Greening Grant Program Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.

2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity.

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in

consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

General Provisions

A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and/or Assembly Bill (AB) 1613.

2. The term "Agreement" means this Grant Agreement.

3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.

5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

8. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

9. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

10. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.

11. The term "Payment Request Form" means Form RA212.

12. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

13. The term "Project Budget" means the State approved cost estimate included as an Exhibit to this Agreement.

14. The term "Project Scope" means the description or activity for work to be accomplished by the Urban Greening Project.

15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.

16. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2020.**

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

   If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access by the State upon 24 hours notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set

forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

10. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

   b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

   a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

   b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may

any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 2020.**

5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **20 years,** consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2,

§7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an

attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Urban Greening Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Urban Greening Grant Program
Senate Bill (SB) 859- Greenhouse Gas Reduction Fund

Grantee Name: City of Visalia

Project Title: Mill Creek Beautification at Burke Street

Agreement Number: U29137-0

Project Location: The project is located along the top of bank of Mill Creek, between Tipton Street, and Burke Street

Project Scope:

The project will plant trees and understory shrubs on a vacant lot that is adjacent to Mill Creek for a distance of approximately 0.2 miles. The project will plant approximately 55 (fifty-five) 15-gallon, and 10 (ten) 5-gallon native, drought tolerant trees and 200 (two-hundred) 1 gallon shrubs. An efficient irrigation system will be installed with a smart irrigation controller and soil moisture sensors.

The public will be able to access the site on the existing Class I multi use path that runs through the project site from Tipton to Burke Street. The site is easily accessed by an adjacent children's museum.

Project Schedule:

Activity Description	Timeline
Preliminary work on the project	July 2018 - December 2018
Submit final site design/plans/specifications to State*	January 2019
Mobilization/site preparation	May 2019
Grading and trenching	July 2019
Install irrigation	September 2019
Install mulch	November 2019
Install landscaping	January 2020
Record MOUGA and Submit Project Closeout package with final Payment Request to State	June 2020

*A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate plantings for the area, with consideration given to carbon sequestration and plant origin (native/non-invasive). Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO) or the local agency landscape water ordinance (if as strict or stricter) and use low water, drought tolerant plantings.

Cost Estimate: See Exhibit A-1

City of Visalia- COST ESTIMATE Urban Greening Grant Program Senate Bill (SB) 859- Greenhouse Gas Reduction Fund Mill Creek Beautification at Burke St.			
Project Element	**Total Project Cost**	**Urban Greening Grant**	**City of Visalia**
1. Non-Construction Costs			
Landscape Construction Plans	$5,600	$5,600.00	$0
Project Management	$8,400	$8,400	$0
Permits/CEQA	$1,200	$1,200	$0
Educational Boards	$2,240	$2,240	$0
Subtotal Task 1	***$17,440***	***$17,440***	***$0***
2. Irrigation Labor			
Site Preparation/trenching	$21,000	$21,000	$0
Irrigation Installation	$14,000	$14,000	$0
Backfilling & Settling	$7,000	$7,000	$0
Overseeding/Cleanup/Final Inspection	$7,000	$7,000	$0
Subtotal Task 2	***$49,000***	***$49,000***	***$0***
3. Planting Labor			
Decomposed Granite	$7,000	$7,000	$0
15 Gallon Trees with stakes	$3,500	$3,500	$0
5 Gallon Trees	$3,500	$3,500	$0
Shrubs	$3,500	$3,500	$0
Mulch	$14,000	$14,000	$0
Subtotal Task 3	***$31,500***	***$31,500***	***$0***
4. Irrigation Materials			
Irrigation Materials	$16,258	$16,258	$0
Backflow Prevention Devices	$3,800	$3,800	$0
Controller	$14,000	$14,000	$0
Irrigation Meter	$4,000	$0	$4,000
Electrical Pedestal	$9,000	$0	$9,000
Subtotal Task 4	***$47,058***	***$34,058***	***$13,000***
5. Planting Materials			
Decomposed Granite	$660	$660	$0
15 Gallon Trees with stakes	$1,950	$1,950	$0
5 Gallon Trees	$1,330	$1,330	$0
Shrubs	$1,400	$1,400	$0
Mulch	$16,464	$16,464	$0
Subtotal Task 5	**$21,804**	**$21,804**	**$0**
6. Other			
Equipment Rental	$16,500	$16,500	$0
Porta Potty Rental	$450	$450	$0
C-Train Rental	$1,050	$1,050	$0
Certified Compost	$0	$0	$0
Educational Sign	$3,000	$3,000	$0
Funding Acknowledgement Sign	$600	$600	$0
Aluminum Header Board	$5,750	$5,750	$0
Subtotal Task 6	**$27,350**	**$27,350**	**$0**
Contingency	**$18,115**	**$18,115**	**$0**
Subtotal Task 7	$18,115	$18,115	$0
Grand Totals	**$212,267**	**$199,267**	**$13,000**
***Only direct project management costs are eligible; no overheard/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.**			
***All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.**			

Visalia City Council

Staff Report

File #: 23-0307 **Agenda Date:** 8/21/2023 **Agenda #:** 7.

Agenda Item Wording:
Authorize and award a purchase contract to Sourcewell Master Vehicle contract, 091521-NAF, with National Auto Fleet Group located in Watsonville, CA, in the amount of $2,791,000 to purchase thirty-two (32) 2024 Ford Police Interceptor patrol vehicles and appropriate $1,982,300 from various funds.

Deadline for Action: 8/21/2023

Submitting Department: Police Department

Contact Name and Phone Number: Chief Jason Salazar, ext. 4215, jason.salazar@visalia.city <mailto:jason.salazar@visalia.city> ; Captain Dan Ford, ext. 4151, Daniel.ford@visalia.city <mailto:Daniel.ford@visalia.city> ; Financial Analyst Liz Ybarra, ext.4250, liz.ybarra@visalia.city <mailto:liz.ybarra@visalia.city> ;

Department Recommendation:
Authorize and award a purchase contract to Sourcewell Master Vehicle contract, 091521-NAF, with National Auto Fleet Group located in Watsonville, CA in the amount of $2,791,000 to purchase thirty-two (32) 2024 Ford Police Interceptor patrol vehicles and appropriate $1,982,300 from various funds outlined in the report.

Summary:
The Department annually replaces vehicles as allocated in the budget and in accordance with the City's Vehicle Policy. The Police Department currently has ten (10) patrol vehicles budgeted for replacement in the Vehicle Replacement Fund and two (2) in Measure N. Staff is also recommending to advance the purchase of twenty (20) patrol vehicles from FY24/25, bringing the total purchase to thirty-two (32).

In addition to the thirty-two (32) vehicles, staff has a separate item tonight to advance two (2) Measure N patrol vehicles. This is separate from this report due to Measure N requiring a process to be conducted to amend the budget. If approved, this would replace a total of thirty-four (34) vehicles. These Measure N vehicles would be an amendment to this contract once approved.

As auto manufacturers work towards the development of electric vehicle (EV) models, they are terminating their production of gas-based models, resulting in a higher demand of gas-powered models despite reductions in supply. As a result, the Dodge Charger is no longer an option. Based on the research conducted by staff, the Department is recommending the purchase of thirty (30) fuel-powered Ford Police Interceptors (Ford Explorers upgraded with pursuit rated features) and two (2) hybrid-powered Ford Police Interceptors which will help staff assess the needs and costs related to operating an EV Fleet.

Background Discussion:
In 2010, the Department began using the Dodge Charger as the standard patrol vehicle. The Charger was a replacement for the discontinued Ford Crown Victoria Police Interceptor and has been in use by the Department since that time. The Department was notified in the spring of 2023 that Dodge would discontinue production of the Charger in 2024; however, Dodge indicated at that time they would still be able to fulfill orders made through the 23/24 budget cycle. In July of 2023, due to unprecedented demand, the Department was notified that all available Chargers had been purchased prior to the City's anticipated order date in September-October 2023. This unanticipated circumstance has resulted in numerous police departments having to identify a suitable replacement option for the Dodge Charger, while significantly increasing demand for the remaining gas-powered patrol vehicle options. This increased demand will likely last several years as organizations and the automotive industry adapt to EV legislation.

The Police Department utilizes multiple vehicle types; however, patrol only utilizes pursuit rated vehicles. The department currently has 132 pursuit rated vehicles that get replaced per the City's Vehicle Replacement Policy (10 years and 110,000 miles). Based on the policy requirements, approximately 10 to 15 get replaced annually. In reviewing options to replace the Dodge Charger, staff examined the needs of the Department, the limited options available that meet the necessary minimum requirements for a patrol vehicle, considerations of standardized parts and upfit, all associated costs, and longevity. Based on those considerations, the following fuel-based options were considered.

- Chevrolet
    - Tahoe Police Pursuit Vehicle
    - Silverado Police Pursuit Vehicle
- Dodge
    - Durango Pursuit
- Ford
    - Explorer Police Interceptor
    - F150 Police Responder

After this review, it was determined that the Ford Police Interceptor best met the overall specifications set forth. The Interceptor is one of the most common patrol vehicles on the market today, ensuring that parts are easy to acquire and providing the most economical means to upfit the vehicle with all the needed equipment. The specifications related to maintenance, fuel consumption, and vehicle capabilities are all very similar to the Dodge Charger. Finally, out of the options listed above, the Ford Police Interceptor purchase price is the lowest.

In examining the trends in the automotive industry, it is apparent that manufacturers are more

focused on the future and production of EV-rated vehicles. Despite increased EV development and production, research and assessment of needs related to EV infrastructure, fleet-wide maintenance, vehicle options, and logistics need to catch up. Additionally, there is an increased demand for gas-based vehicles despite a decreasing supply, resulting in a widening gap for organizations (both public and private) in their ability to maintain current fleet operations while preparing for the future of EVs. City Staff are researching the needs, expectations, and costs moving forward. Staff are currently examining the following:

- Infrastructure: To move towards an EV fleet, several components must also be considered. Chiefly among them is the number of charging stations that will be needed, where those stations will be located, the charging station capabilities, what accessories will the stations need to provide sufficient power, what maintenance will the charging stations require, and what will be the projected and ongoing cost to make this transition. In addition, modifications to the current infrastructure will also need to be considered. Current parking lots for City vehicles will need to be modified to include underground electrical power transmission, consideration for a larger amount of personal vehicles for staff at each location (assuming the potential of a revised take-home car policy), and consideration of power generating features.

- Fleet Considerations: There is a limited sample size to review related to the longevity of EV police fleets. The extreme conditions and use that patrol vehicles are required to tolerate, as well as the added electrical demand for all the components of an emergency vehicle, place a heavy burden on these vehicles and require that they endure this burden for extended periods. The City's current replacement cycle for patrol vehicles requires that they remain in service for at least ten years and reach 110,000 miles. It is unknown if any EV vehicles on the market today can reliably reach this mark. It is also unknown how much the cost of maintaining an EV fleet will be considering the specific certifications and requirements needed to maintain and repair these vehicles. Additional considerations for the implementation of an EV fleet would include the capability of the City's Fleet Maintenance program to service and maintain EV vehicles which will require additional training, equipment, etc.

- Vehicle options: The current selection of vehicles is small and untested. South Pasadena is the first known Department to roll out a full EV fleet for deployment (20 vehicles). Other organizations are utilizing pilot programs with a minimal number of EVs. The following cars are being deployed, evaluated, or have been tested on a limited basis by a small number of agencies on a national level:

    - Tesla Model Y
    - Tesla Model 3
    - Chevrolet Blazer
    - Ford Mustang Mach 3
    - Ford F150 Lightning

- Logistics: In addition to the infrastructure and fleet concerns, considerations also need to be made related to take-home car program and related policies, MOUs, charging protocols, maintenance procedures, pre-and post-shift inspections, and where the vehicles will be charged and stored (District Substations or Police Administration Building). The Department currently has a take-home car program that allows for most patrol vehicles to be parked at an officer's home (within certain jurisdictional boundaries) when they are not on duty. Vehicle charging needs associated with EVs would require officers to leave their cars at work for charging and requiring a large increase in the number of parking spaces needed for vehicle charging and storage at the District Substations or Police Administration Building; or find agreement through MOU for at-home charging stations and associated costs.

Due to the significant amount of time it will take to research and implement an EV fleet and the associated infrastructure, the City will need to continue forward with a gas-powered option in the short to intermediate future. This will require continuing to meet the needs of the City while working to purchase from a decreasing supply of gas-powered vehicles. For these reasons, the Department is requesting advance the FY24/25 purchase of twenty (20) vehicles. The twenty vehicles include seventeen (17) that are projected to qualify for replacement by the time this order is fulfilled (10 years and 110,000 miles) and three (3) that have been wrecked and will need replacement.

Staff requests to advance the projected order for FY24/25 based on concerns related to supply. With the limited vehicle options available to all police agencies, demand will be higher than supply, and manufacturers will likely be unable to produce and deliver enough pursuit-rated vehicles to satisfy the needs of police departments nationwide; vehicle deliveries will likely be delayed, and prices may surge. The City experienced a similar scenerio in FY21/22 when COVID affected production, and the vendor could not provide any of the ordered vehicles. As a result, the order roughly doubled in FY2022/23 at a cost increase of over 31%. In speaking with the vendor, staff have been advised that Ford anticipates being able to meet the demand for orders being made this year, but as organizations continue to purchase from this limited supply, the vendor will be less likely to fulfill requested orders.

In addition to concerns about supply, the ongoing increase in costs is also a concern. The base purchase price of the Ford Police Interceptor was $4,500 more than that of a Dodge Charger in FY22/23. With Ford becoming the most common replacement for the Charger, staff expects vehicle costs to continue climbing due to demand. Staff are estimating a 5-7% price increase from FY22/23 to FY23/24. On this basis, staff believe advancing the 24/25 order will provide cost savings to the City.

Finally, staff requests the purchase of two Ford Police Interceptor hybrid-powered models to be deployed in patrol settings. Although several agencies have purchased these models, they have all been used for investigative or administrative purposes and have yet to be tested through the rigors of patrol. The Department needs to begin deploying these to examine the maintenance needs and cost for these vehicles moving forward. Based on the push of automotive manufacturers and legislative requirements, all trends indicate that public and private organizations will transition to a hybrid/EV fleet in the long term. To understand the economic impacts of this change, the City must begin to test

the vehicles now.

Fiscal Impact:
The estimated base cost for each gas patrol vehicle is $53,500 and $56,175 for the hybrid. The cost to upfit the vehicles varies amongst the type of vehicle as shown in Table 1 Estimated Cost Per Vehicle.

Table1

Estimated Cost Per Vehicle				
Vehicle Type	Vehic Price	Vehic UpLi	Sales Tax	Vehicl Total C
2024 Ford Interceptor	$ 53,500	$ 26,750	6,82	$ 87,0
2024 Ford Interceptor (BLK)	$ 51,500	$ 24,000	6,58	$ 84,0
2024 Ford Interceptor -K-9	$ 52,500	$ 30,000	7,09	$ 90,5
2024 Ford Interceptor -Hybrid	$ 56,175	$ 26,750	7,04	$ 89,9

The current budget includes 12 patrol vehicles to be replaced with a budget of $794,500. The budget to replace the Dodge Chargers to the Ford Explorer will need to be amended as shown in Table 2 FY 23/24 Scheduled Patrol Vehicle Replacement. Since Measure N budget amendments need to go through a separate process, staff is requesting to increase the budget for only the vehicles listed in the General Fund Vehicle Replacement Fund which totals $237,000. Measure N budget amendment is on a separate Council item for discussion.

Table 2

FY 23/24 Scheduled Patrol Vehicle Replacement							
Description	QTY	Unit Cos	Total Cost	FY 23/24 Budget	Additional Funding Needed	CIP #	Fund Name
2024 Ford Interceptor	2	$ 87,100	$ 174,200	$ 160,000	$ 14,200	VH0214	Measure N Fund
2024 Ford Interceptor (BLK)	1	$ 84,100	$ 84,100	$ 61,850	$ 22,250	VH0274	Vehicle Replacement
2024 Ford Interceptor -K-9	1	$ 90,600	$ 90,600	$ 56,000	$ 34,600	VH0237	Vehicle Replacement
2024 Ford Interceptor	8	$ 87,100	$ 696,800	$ 516,650	$ 180,150	VH0274	Vehicle Replacement
	12		**1,045,700**	**794,500**	**251,200**		

As requested above, staff is requesting to advance the replacement of 20 patrol vehicle for an additional cost of $1,745,300 as shown in Table 3 Projected FY 24/25 Patrol Vehicle Replacement. The additional funding will be $609,700 from Police Measure T Vehicle Replacement Fund and $1,135,600 from the General Fund Vehicle Replacement Fund.

Table 3

Projected FY 24/25 Patrol Vehicle Replacement (Advance to FY 23/24)							
Description	QTY	Unit Cos	Total Cost	Budget	Funding Required	CIP #	Fund Name
2024 Ford Interceptor	7	$ 87,100	$ 609,700	$ -	$ 609,700	New	Measure T
2024 Ford Interceptor (BLK)	2	$ 84,100	$ 168,200	$ -	$ 168,200	New	Vehicle Replacement F
2024 Ford Interceptor	8	$ 87,100	$ 696,800	$ -	$ 696,800	New	Vehicle Replacement F
2024 Ford Interceptor K-9	1	$ 90,600	$ 90,600	$ -	$ 90,600	New	Vehicle Replacement F
Ford Interceptor -Hybrid	2	$ 90,000	$ 180,000	$ -	$ 180,000	New	Vehicle Replacement F
	20		**$1,745,300**	**$ -**	**$ 1,745,300**		

The total appropriation Requested is $1,982,300 which will be appropriated from the following Funds:

- General Fund Vehicle Replacement $1,372,600
- Measure T Vehicle Replacement Fund $ 609,700

Prior Council Action: N/A

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
Award a purchase contract to Sourcewell Master Vehicle contract, 091521-NAF, with National Auto Fleet Group located in Watsonville, CA in the amount of $2,791,000 to purchase thirty-two (32) 2024 Ford Police Interceptor patrol vehicles and appropriate $1,982,300 from various funds outlined in the report..end

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: N/A

Visalia City Council

Staff Report

File #: 23-0309 **Agenda Date:** 8/21/2023 **Agenda #:** 8.

Agenda Item Wording:
Request authorization to file a Notice of Completion for Diamond Oaks - Unit No. 1 subdivision containing 44 single-family residential lots and 8 triplex multi-family lots located at the intersection of East Caldwell Avenue and South Ben Maddox May.
Deadline for Action: None

Submitting Department: Community Development

Contact Name and Phone Number:
Lupe Garcia, Civil Engineer, lupe.garcia@visalia.city <mailto:lupe.garcia@visalia.city>, (559) 713-4197
Jason Huckleberry, Assistant Community Development Director, jason.huckleberry@visalia.city <mailto:jason.huckleberry@visalia.city>, (559) 713-4495
Paul Bernal, Community Development Director, paul.Bernal@visalia.city <mailto:paul.Bernal@visalia.city>, (559) 713-4025

Department Recommendation:
Staff recommends that City Council authorize the filing of a Notice of Completion for Diamond Oaks - Unit No. 1 subdivision.

Background Discussion:
City Council authorized the recording of the final map for Diamond Oaks- Unit No. 1 subdivision on August 5, 2019. All bonds and cash payments, as identified in the subdivision agreement, were received by the City at that time.

All of the required improvements for this subdivision have been completed and are ready for acceptance by the City Engineer. As required by the subdivision ordinance, a maintenance bond valued at 10% of the cost of the public improvements has been submitted, in the amount of $255,065.41, prior to recording of the Notice of Completion as required by the Subdivision Map Act. This is to guarantee the improvements against defects for one year. The Maintenance Bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement.

Staff recommends that authorization be given to file the Notice of Completion.

Fiscal Impact:
By authorizing this Notice of Completion, the City of Visalia will incorporate the identified public improvements into normal routine maintenance plans and procedures following the one-year maintenance period. This will have a nominal adverse effect on the fund that provides such maintenance.

Prior Council Action:

- On August 05, 2019, the City Council authorized the recordation of the final map for Diamond Oaks - Unit No. 1 subdivision.
- On August 05, 2019, the City Council authorized the formation and assessment of Landscape and Lighting Assessment District No. 19-05.
- On August 01, 2011, Council authorized revisions to the Pre-Annexation Agreement for Annexation No. 2004-11 relieving the property owner from developing this property in accordance to the Southeast Area Plan (SEAP).
- On October 04, 2004, Council authorized the request to initiate annexation procedures for the property south of Caldwell Avenue between Burke Street and Ben Maddox Way, through Annexation No. 2004-11.
- On June 10, 1987, Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions.

Other:

- On September 23, 2013, the Planning Commission approved the Diamand Oaks Tentative Subdivision Map No. 5547.

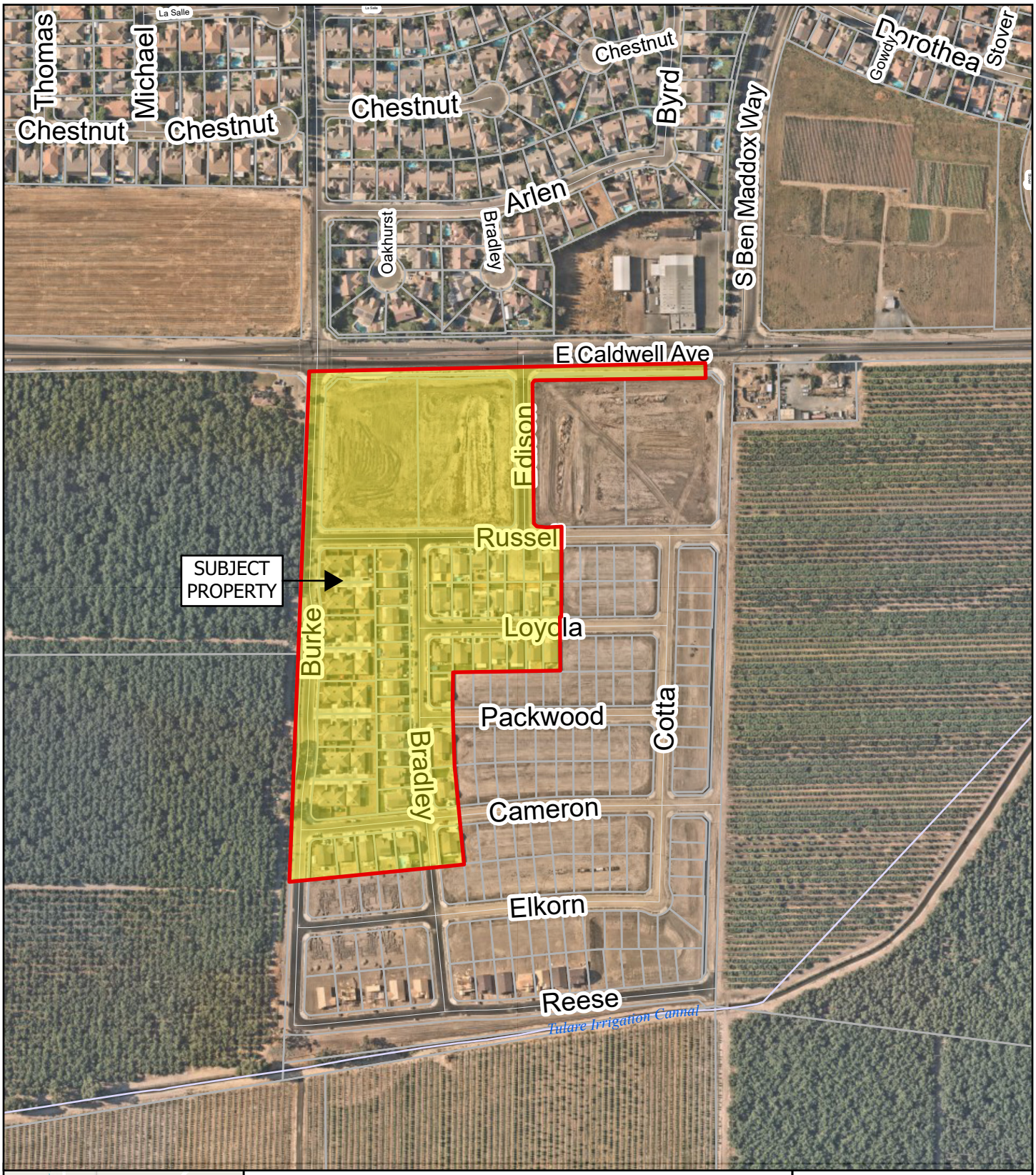
Alternatives: N/A

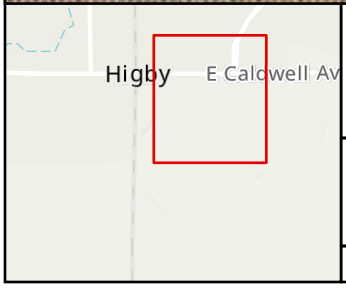
Recommended Motion (and Alternative Motions if expected):
I move to authorize the filing of Notice of Completion for Diamond Oaks - Unit No. 1.
Environmental Assessment Status:
Initial Study and Mitigated Negative Declaration No. 2013-59.

CEQA Review:
Mitigated Negative Declaration (MND) No. 2013-59 was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines adopted September 23rd, 2013.

Attachments:

1. Aerial Map
2. Final Map
3. Development Disclosure





Aerial Map
Diamond Oaks - Unit No. 1

Nearmap US, City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA

2023

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

N

0 250 500 Feet

DIAMOND OAKS - UNIT NO. 1

BEING PORTIONS OF PARCELS 1 AND 2 OF LLA 2017-07 RECORDED AS DOCUMENT NO. 2017-0043532, O.R.T.C.R. SITUATED IN A PORTION OF THE NE 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

OWNER: DIAMOND OAKS HOLDINGS. LLC
1491 S MOONEY BLVD #D
VISALIA, CA 93274
(559) 625-8372

ENGINEER/SURVEYOR: LANE ENGINEERS, INC.
979 NORTH BLACKSTONE STREET
TULARE, CA 93274
(559) 688-5263

JUNE 2019

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. RIGHT OF WAY FOR BRADLEY STREET, BURKE STREET, CALDWELL AVENUE, CAMERON AVENUE, EDISON STREET, LOYOLA AVENUE, PACKWOOD AVENUE, AND RUSSELL AVENUE IN FEE TO THE CITY OF VISALIA.
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITIES EASEMENT).
3. ONE-FOOT RESERVE STRIP
4. LOTS 'A', 'B', AND 'C' IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES.
5. BLOCK WALL FOOTING EASEMENTS IN FAVOR OF THE CITY OF VISALIA, AS SHOWN HEREON.
6. PUBLIC SIDEWALK EASEMENT IN FAVOR OF THE CITY OF VISALIA, AS SHOWN HEREON.

FOR: DIAMOND OAKS HOLDINGS, LLC

BY: _____ 7/8/19
BOB D. AUSHERMAN, Managing Member — DATE

FOR: FIRST AMERICAN TITLE COMPANY, AS TRUSTEE

BY: _____ 7/9/19
SHERRY MUNGER, Escrow Officer — DATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF TULARE

ON July 8 2019

BEFORE ME: Rhiannon M. Soares, NOTARY PUBLIC, PERSONALLY APPEARED:

BOB D. AUSHERMAN WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER 'PENALTY OF PERJURY' UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE OF NOTARY PUBLIC

Rhiannon M. Soares
PRINT COMMISSION NAME

DATE COMMISSION EXPIRES: June 1 2022

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Tulare

NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436 (C) OF THE SUBDIVISION MAP ACT.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF TULARE

ON July 9 2019

BEFORE ME: Rhiannon M. Soares, NOTARY PUBLIC, PERSONALLY APPEARED:

SHERRY MUNGER WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER 'PENALTY OF PERJURY' UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE OF NOTARY PUBLIC

Rhiannon M. Soares
PRINT COMMISSION NAME

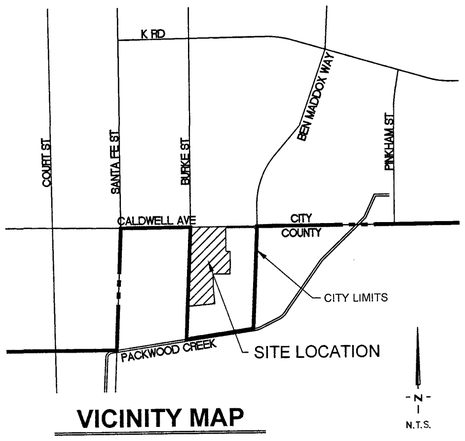
DATE COMMISSION EXPIRES: June 1 2022

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Tulare

NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436 (C) OF THE SUBDIVISION MAP ACT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE TO THE CALIFORNIA SURVEYING AND DRAFTING, INC. VIRTUAL SURVEY NETWORK, EPOCH DATE 2007.



VICINITY MAP

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0945E) FOR COMMUNITY NO. 065066, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X (SHADED), WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOODING, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEES.

THIS PARCEL WAS LOCATED IN THE CITY OF VISALIA AT THE TIME OF THE RATE MAP, AND SHOULD HAVE BEEN IDENTIFIED TO BE IN THE CITY OF VISALIA, COMMUNITY NO. 060409.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 19-05, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

NOTICE OF ABANDONMENT

PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING IRREVOCABLE OFFER OF DEDICATION INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THE MAP.

1. IRREVOCABLE OFFER OF DEDICATION IN FEE INTEREST RECORDED AS DOC. NO. 2017-0048528, O.R.T.C.R.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KEVIN FISTOLERA ON MAY 29, 2014, AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED ON OR BEFORE JULY 1, 2021 AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Benjamin R. Mullins
No. 9227

_____ 7-2-19
BENJAMIN R. MULLINS, PLS 9227 — DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISIFIED THAT THIS MAP IS TECHNICALLY CORRECT.

PLS 8634

_____ 8/6/19
JEFFREY S. LAND, City Surveyor, PLS 8634 — DATE

CITY PLANNER'S STATMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO TENTATIVE SUBDIVISION MAP NO. 5547 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON SEPTEMBER 23, 2013.

_____ 8/5/19
PAUL BERNAL, CITY PLANNER — DATE

BOARD OF SUPERVISOR'S STATEMENT

I, ~~MICHAEL B. SPATA~~ Jason T. Britt, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED: 8/21/2019

Jason T. Britt
~~MICHAEL B. SPATA~~, COUNTY ADMINISTRATIVE OFFICER/
CLERK OF THE BOARD OF SUPERVISORS

BY: _____, DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO: 2019-0047507
FEE PAID: 85.00

FILED THIS 29 DAY OF AUGUST, 2019 AT 9:41 A. M. IN VOLUME 44 OF MAPS, AT PAGE 32 TULARE COUNTY RECORDS, AT THE REQUEST OF LANE ENGINEERS, INC.

ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE 5th DAY OF August, 2019 AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC,

ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, LOTS 'A', 'B', 'C' AND BLOCK WALL FOOTING EASEMENTS; AND PUBLIC SIDEWALK EASEMENT;

AND ACCEPTING THE PUBLIC UTILITIES EASEMENTS;

AND CONSENTING TO THE ABANDONMENT OF THE IRREVOCABLE OFFER OF DEDICATION IN FEE INTEREST PER INSTRUMENT RECORDED AS DOCUMENT NO. 2017-0048528, O.R.T.C.R.

ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THE MAP.

RANDY GROOM
CITY MANAGER/CITY CLERK

_____
CHIEF DEPUTY CITY CLERK

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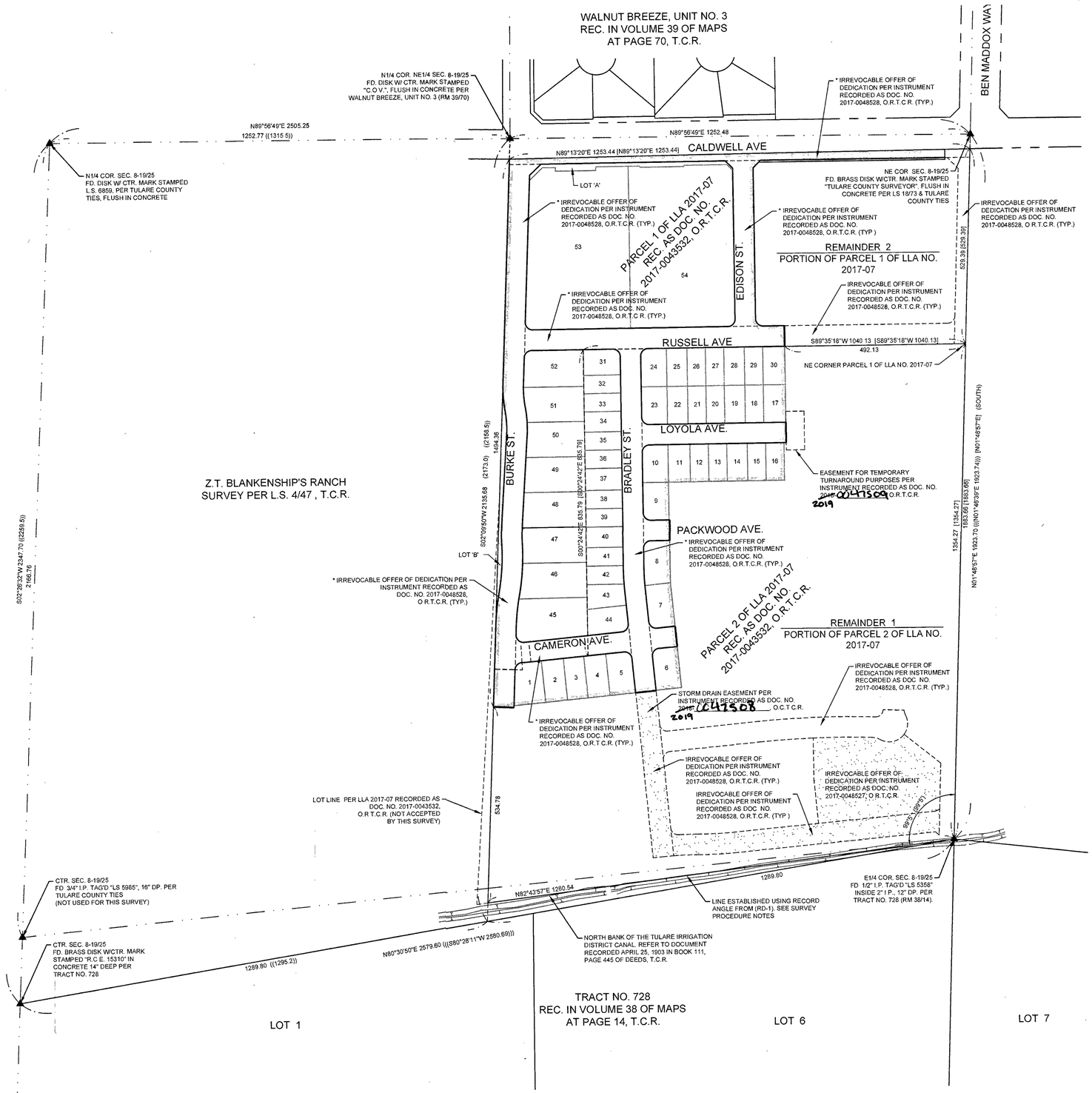
6/11/19



N

200 100 0 200

SCALE: 1" = 200'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE TO THE CALIFORNIA SURVEYING AND DRAFTING, INC. VIRTUAL SURVEY NETWORK, EPOCH DATE 2007.

GRID TO GROUND CONVERSION

DISTANCES SHOWN ON THIS MAP ARE "GRID DISTANCES," AND SHOULD BE CONVERTED TO "GROUND" DISTANCES IN ORDER TO BE COMPATIBLE WITH MEASUREMENTS MADE ON THE GROUND USING CONVENTIONAL SURVEYING TECHNIQUES. TO OBTAIN "GROUND" DISTANCES, DIVIDE THE "GRID" DISTANCE BY THE "COMBINATION FACTOR" OF 0.99994195.

LEGEND

▲	MONUMENT FOUND AND ACCEPTED AS DESCRIBED.
●	SET BRASS DISK IN CONCRETE PER CITY STANDARD STAMPED "PLS 9227".
□	SET 3/4" I.P. TAGGED "PLS 9227", 6" DEEP
WC	SET 3.00 FT. WITNESS CORNER (1/2" REBAR 6" DEEP TAGGED "WIT COR PLS 9227")
( )	RECORD DATA PER J.K. YOAKUM SUBDIVISION MAP RECORDED IN VOL. 2 OF MAPS AT PAGE 115, T.C.R. (OR CALCULATED THEREFROM).
(( ))	RECORD DATA PER SURVEY MAP RECORDED IN BOOK 4 OF LICENSED SURVEYS AT PAGE 47, T.C.R. (OR CALCULATED THEREFROM).
((( )))	RECORD DATA PER TRACT NO. 728 RECORDED IN BOOK 38 OF MAPS AT PAGE 14, T.C.R. (OR CALCULATED THEREFROM).
[ ]	RECORD DATA PER LLA NO. 2017-07 RECORDED AS DOC. NO. 2017-0043532, O.R.T.C.R. (OR CALCULATED THEREFROM).
P.U.E.	PUBLIC UTILITIES EASEMENT.
•	PORTION OF IRREVOCABLE OFFER OF DEDICATION TO BE ABANDONED.
	SET 1/2" REBAR 6" DEEP TAGGED "PLS 9227" AT ALL LOT CORNERS AND POINTS OF CURVATURE.
	ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
———	BOLD LINE INDICATES SUBDIVISION LIMITS

SURVEY PROCEDURE NOTES

1. THE SOUTH LINE OF THE REMAINDER PARCEL OF LOT 1 OF 'J.K. YOAKUM SUBDIVISION' WAS ESTABLISHED BY USING A RECORD ANGLE FROM THE E1/4 CORNER OF SEC. 8-19-25 AND THE EAST LINE OF THE NE1/4 OF SAID SECTION AS SHOWN ON THIS MAP. THIS PROCEDURE RESULTED IN THE LINE FOLLOWING THE NORTH BANK OF THE T.I.D. CANAL AS CALLED OUT ON SAID RECORD MAP
2. THE PREVIOUS SURVEYS FOR BOTH OF THESE PROPERTIES WERE RECORDED IN 1903 AND 1918. THOSE SURVEYS APPEAR TO BE 'FENCE' SURVEYS. TIES TO THE SECTION LINES ARE MINIMAL AND CANNOT BE RECREATED. THE APPROACH TAKEN TO RE-ESTABLISH THE SOUTH LINE WAS TO WEIGHT THE LOCATION OF EXISTING IMPROVEMENTS (T.I.D. CANAL BANK) MORE HEAVILY THAN TRYING TO RE-ESTABLISH SECTION LINES. FURTHER COMPLICATIONS ARE EXACERBATED BY THE FACT THAT THERE ARE TWO CENTER OF SECTION MONUMENTS IN SECTION 8. THIS PROCEDURE FIT THE EXISTING USE LINE BETTER THAN TRYING TO FOLLOW ANY OTHER METHOD.
3. LLA NO. 2017-07 RECORDED AS DOCUMENT NO. 2017-0043532, O.R.T.C.R. DESCRIBED THE WEST LINE OF PARCEL 2 USING A PORTION OF AN OLD FENCE LINE. THIS SURVEY DOES NOT RECOGNIZE THAT FENCE/USE LINE AS THE BOUNDARY. THE SECTIONAL LINE WAS USED FOR THIS SURVEY.

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8/21/19

TSM 5547
CUP NO. 2013-17

WALNUT BREEZE, UNIT NO. 3
REC. IN VOL. 39 OF MAPS, AT PAGE 70, T.C.R.

LOT B

CALDWELL AVE

BEN MADDOX WAY

SEE DETAIL A BELOW

LOT 'A'
7,076 S.F.

LOT 'C'
2,524 S.F.

2.00 FT. WIDE BLOCK WALL FOOTING EASEMENT PER THIS MAP (AS SHOWN)

EASEMENT FOR INGRESS AND EGRESS (TYP.)

P.U.E. AND SIDEWALK EASEMENT (TYP.)

PUBLIC

6.00 FT. WIDE PUE (TYP.)

EASEMENT FOR TEMPORARY TURNAROUND PURPOSES PER INSTRUMENT RECORDED AS DOC. NO. 2019-0041509 O.R.T.C.R.

BURKE ST.

EDISON ST.

BRADLEY ST.

RUSSELL AVE

LOYOLA AVE.

MATCHLINE - SEE SHEET 4

CURVE TABLE				
CURVE #	LENGTH	DELTA	RADIUS	TANGENT
C1	31.42	90°00'00"	20.00	20.00
C2	32.31	92°34'32"	20.00	20.92
C3	30.52	87°25'28"	20.00	19.12
C4	59.24	12°28'45"	272.00	29.74
C5	65.34	12°28'45"	300.00	32.80
C6	71.44	12°28'45"	328.00	35.86
C7	43.59	7°36'51"	328.00	21.83
C8	35.84	6°15'40"	328.00	17.94
C9	79.43	13°52'31"	328.00	39.91
C10	72.65	13°52'31"	300.00	36.50
C11	65.87	13°52'31"	272.00	33.10
C12	43.63	4°22'13"	572.00	21.83
C13	64.82	6°11'23"	600.00	32.44
C14	67.84	6°11'23"	628.00	33.95
C15	52.67	4°48'19"	628.00	26.35
C16	90.12	8°13'20"	628.00	45.14
C17	6.96	0°41'47"	572.00	3.48
C18	142.79	13°01'39"	628.00	71.70
C19	136.42	13°01'39"	600.00	68.51
C20	130.06	13°01'39"	572.00	65.31
C21	75.25	7°32'15"	572.00	37.68
C22	86.23	8°14'02"	600.00	43.19
C23	90.25	8°14'02"	628.00	45.20
C24	33.54	96°05'45"	20.00	22.25
C25	29.66	84°58'30"	20.00	18.32
C26	12.92	1°34'05"	472.00	6.46
C27	66.88	7°39'50"	500.00	33.49
C28	24.32	2°38'20"	528.00	12.16
C29	41.92	5°05'18"	472.00	20.97
C30	44.40	5°05'18"	500.00	22.22
C31	36.79	3°59'34"	528.00	18.40
C32	10.10	1°05'44"	528.00	5.05
C33	46.89	5°05'18"	528.00	23.46
C34	18.15	1°49'10"	572.00	9.08
C35	82.20	8°14'02"	572.00	41.17
C36	53.20	11°12'19"	272.00	26.68
C37	6.05	1°16'26"	272.00	3.02
C38	61.79	6°11'23"	572.00	30.93

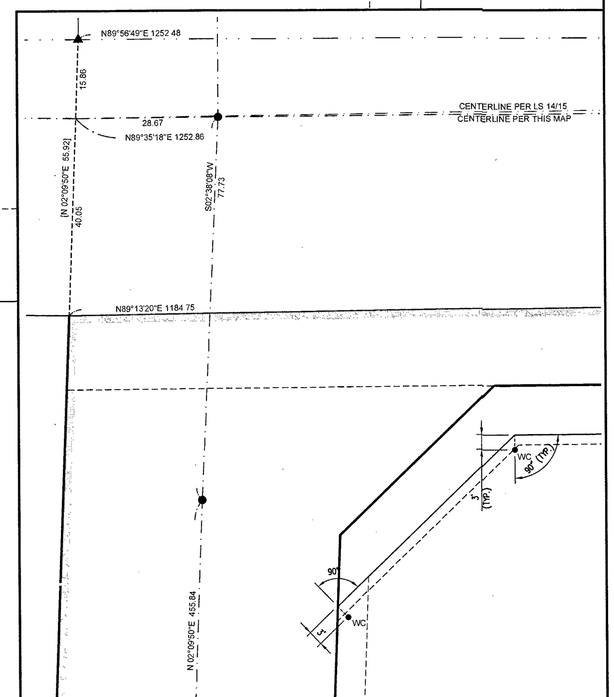
Radial Table	
Radial #	BEARING
R1	N0°24'42"W (R)
R2	N89°35'18"E (R)
R3	N5°30'00"W (R)
R4	N84°30'00"E (R)
R5	N87°50'10"W (R)
R6	N79°41'05"E (R)
R7	N87°17'56"E (R)
R8	N86°26'24"W (R)
R9	N87°22'13"E (R)
R10	S87°49'28"E (R)
R11	N80°17'55"W (R)
R12	N79°36'08"W (R)
R13	S3°55'55"E (R)
R14	N2°51'40"W (R)
R15	N85°35'44"E (R)
R16	N88°15'34"W (R)
R17	N89°06'36"W (R)

SCALE: 1" = 60'

REMAINDER 1
28.43 AC.

REMAINDER 2
6.61 AC.

50	15,165 S.F.	51	15,484 S.F.	52	16,155 S.F.	53	120,317 S.F.	54	124,405 S.F.			
35	5,000 S.F.	34	5,600 S.F.	33	5,000 S.F.	32	5,000 S.F.	31	6,914 S.F.			
17	6,240 S.F.	18	5,200 S.F.	19	5,824 S.F.	20	5,200 S.F.	21	5,200 S.F.	22	5,824 S.F.	23	7,194 S.F.
30	6,240 S.F.	29	5,200 S.F.	28	5,824 S.F.	27	5,200 S.F.	26	5,200 S.F.	25	5,824 S.F.	24	7,194 S.F.



A DETAIL A
SCALE: 1" = 20'

SHEET 3 OF 4
JOB NO. 14154

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11/12/19

CURVE TABLE				
CURVE #	LENGTH	DELTA	RADIUS	TANGENT
C1	31.42	90°00'00"	20.00	20.00
C2	32.31	92°34'32"	20.00	20.92
C3	30.52	87°25'28"	20.00	19.12
C4	59.24	12°28'45"	272.00	29.74
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C23	90.25	8°14'02"	628.00	45.20
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C25	29.66	84°58'30"	20.00	18.32
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C33	46.89	5°05'18"	528.00	23.46
C34	18.15	1°49'10"	572.00	9.08
C35	82.20	8°14'02"	572.00	41.17
C36	53.20	11°12'19"	272.00	26.68
C37	6.05	1°16'26"	272.00	3.02
C38	61.79	6°11'23"	572.00	30.93

Radial Table	
Radial #	BEARING
R1	N0°24'42"W (R)
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R3	N5°30'00"W (R)
R4	N84°30'00"E (R)
R5	N87°50'10"W (R)
R6	N79°41'05"E (R)
R7	N87°17'56"E (R)
R8	N86°26'24"W (R)
R9	N87°22'13"E (R)
R10	S87°49'28"E (R)
R11	N80°17'55"W (R)
R12	N79°36'08"W (R)
R13	S3°55'55"E (R)
R14	N2°51'40"W (R)
R15	N85°35'44"E (R)
R16	N88°15'34"W (R)
R17	N89°06'36"W (R)

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SHEET 4 OF 4

JOB NO. 14154

611/28

1 Requested by SPL

4

2019-0047507

Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder

09:41AM 29-Aug-2019

REC FEE 14.00 M
AFF SBZ HOUSE 75.00

MO
Page 1 of 4

Recording Requested By:
First American Title Company

Map

After Recording Return To:

FATCO
211 E Caldwell Ave.
Visalia, CA 93277

Escrow #: 5716278

SUBDIVISION GUARANTEE

SUBDIVISION GUARANTEE

Fee: $170.00
No.: 5405-5716278
Subdivision: Diamond Oaks - Unit No. 1

First American Title Insurance Company
a corporation

GUARANTEES

The County of Tulare and any City within which said subdivision is located in a sum not exceeding $1,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Diamond Oaks Holdings, LLC, Owner and the following:

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. An easement for CANAL PURPOSES, RIGHT OF WAY FOR WATER DITCH 14 FEET WIDE ON THE BOTTOM and incidental purposes, recorded April 25, 1903 in Book 111 of Deeds, Page 445.
   In Favor of: TULARE IRRIGATION CO.
   Affects: THE SOUTHERLY PORTION OF SAID LAND AS SAID DITCH *EXISTED ON MARCH 26, 1903*

   The location of the easement cannot be determined from record information.

4. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded January 02, 1970 as BOOK 2873, PAGE 881 of Official Records.

   The effect of a document entitled "NOTICE OF FULL NONRENEWAL", recorded January 22, 2004 as INSTRUMENT NO. 2004-0006009 of Official Records.

The map hereinbefore referred to is a subdivision of:

BEING PORTIONS OF PARCELS 1 AND 2 LLA 2017-07 RECORDED AS DOCUMENT NO. 2017-0043532 OF OFFICIAL RECORDS:

PARCEL 1: (PORTION OF APN: 126-100-012-000; 126-100-055-000, NEW APN NOT YET ASSESSED)

THAT PORTION OF LOTS 1 & 2 OF THE J. K. YOAKUM SUBDIVISION PER MAP RECORDED IN VOLUME 2 OF MAPS AT PAGE 115, T.C.R. SITUATED IN A PORTION OF THE NE1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF THE NE1/4 OF SAID SECTION;

THENCE S02°09'50'W 55.92 FEET TO THE SOUTH RIGHT OF WAY OF CALDWELL AVENUE AND THE TRUE POINT OF BEGINNING;
THENCE N89°13'20"E 1,253.44 FEET ALONG SAID RIGHT OF WAY TO THE EAST LINE OF SAID SECTION ALSO BEING THE EAST LINE OF SAID LOT 2;
THENCE S01°48'57"W 529.39 FEET ALONG SAID EAST LINE;
THENCE S89°35'18"W 1040.13 FEET;
THENCE S00°24'42"E 835.79 FEET;
THENCE S84°30'00"W 156.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 528.00 FEET;
THENCE WESTERLY 24.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°38'20" TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET;
THENCE SOUTHWESTERLY 29.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°58'30";
THENCE N87°50'10"W 68.96 FEET TO THE WEST LINE OF SAID LOT 1;
THENCE N03°41'10"W 487.83 FEET ALONG SAID LINE TO AN ANGLE POINT;
THENCE N02°09'50"E 902.57 FEET ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (PORTION OF APN: 126-100-012-000; 126-100-056-000, NEW APN NOT YET ASSESSED)

THAT PORTION OF LOTS 1 & 2 OF THE J. K. YOAKUM SUBDIVISION PER MAP RECORDED IN VOLUME 2 OF MAPS AT PAGE 115, T.C.R. SITUATED IN A PORTION OF THE NE1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE N1/4 CORNER OF THE NE1/4 OF SAID SECTION,

THENCE S02°09'50'W 55.92 FEET TO THE SOUTH RIGHT OF WAY OF CALDWELL AVENUE;
THENCE CONTINUING S02°09'50"W 902.57 FEET ALONG THE WEST LINE OF SAID LOTS TO AN ANGLE POINT;
THENCE CONTINUING S03°41'10"W 487.83 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING;
THENCE S87°50'10"E 68.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE THROUGH WHICH POINT BEARS N87°50'10"W;
THENCE NORTHEASTERLY 29.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°58'30" TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 528.00 FEET;
THENCE EASTERLY 24.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°38'20",
THENCE N84°30'00"E 156.46 FEET;
THENCE N00°24'42"W 835.79 FEET;
THENCE N89°35'18"E 1,040.13 FEET TO THE EAST LINE OF SAID LOT 2;
THENCE S01°48'57"W 1,354.27 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF;
THENCE S82°43'57"W 1,311.02 FEET ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST

CORNER THEREOF;
THENCE N03°41'10"E 644.14 FEET TO THE TRUE POINT OF BEGINNING.

Dated: August 19, 2019

First American Title Insurance Company

Dennis J Gilmore
President

Jeffrey S. Robinson
Secretary

CITY OF VISALIA
Disclosure Development Project

NOTICE OF COMPLETION

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): Diamond Oaks Unit No. 1 Burke St. /Caldwell Ave.

Short Title or Name of proposed project: Diamond Oaks Unit No. 1

Summary description of the proposed project: Residential Subdivision

DEVELOPER(S):

If more than two developers, please provide information and signature(s) on a separate sheet.

Name (print) DR Horton CA3, Inc

Mailing Address 419 W. Murray Ave.
Visalia CA 93291

Phone 559-636-9850

Name (print) _____

Mailing Address _____

Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the developers(s) of the property per the executed Subdivision Agreement with the City of Visalia. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

8.1.2023
Date

Developer Signature D.R. Horton CA3, Inc.

David Hatch, Vice President and President of the Central Valley Division
Print Name & Title

Date

Developer Signature

Print Name & Title

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Partner/Owner/Trustee: _____

Visalia City Council

Staff Report

File #: 23-0311 **Agenda Date:** 8/21/2023 **Agenda #:** 9.

Agenda Item Wording:
Authorize City Manager to execute a new annual contract for the supply and delivery of oil and grease products to SC Fuels/Southern Counties Oil, not to exceed $185,000 annually. This is a one-year contract with 4 one-year optional renewals.

Deadline for Action: 9/5/2023

Submitting Department: Public Works

Contact Name and Phone Number: Mike Morgantini, Fleet Supervisor, mike.morgantini@visalia.city <mailto:mike.morgantini@visalia.city>, 713-4182; Nick Bartsch, Public Works Director, nick.bartsch@visalia.city <mailto:nick.bartsch@visalia.city>, 713-4052

Department Recommendation:
Staff recommends that Council authorize the City Manager to execute a new contract with SC Fuels of Fresno, CA for the supply and delivery of petroleum products in accordance with the specifications of Request for Bid (RFB) 22-23-57. This contract will be for one year, with 4 one-year optional renewals.

Background Discussion:
The City has an annual contract to supply and deliver oil and grease products to the fleet maintenance shop. Per the City's Purchasing Policy, all contracts must go out to bid after five years of service. The bid for oil and grease products was advertised on June 22nd and June 29th in the newspaper and placed on Bidnet. Purchasing received 3 bids as shown in the summary below:

Company	Location	Bid
SC Fuels	**Fresno**	**$ 172,202.13**
Kings Petroleum	Visalia	$ 188,757.73
Safety Kleen Systems	Fresno	$ 176,892.33

Prior spending for this service was:

FY 2020-21 $89,594
FY 2021-22 $89,510
FY 2022-23 $125,193

Quantities of frequently used products were estimated for bidding purposes. However, with the growth of the City, and subsequently its fleet of vehicles and equipment, it is anticipated that volumes will vary, and likely increase over the life of the contract. Additionally, in order to protect the interest of the City and to give bidders a reasonable basis for bidding, the terms of the contract allow for an annual adjustment (up to 5% maximum) commodity price increase according to the Consumer Price

Index (CPI). As a multi-year contract, for these reasons, it is recommended that the contract be awarded in excess of the actual bid amount to account for such increases that may occur over the life of the contract. Payments made will be based on actual quantities provided.

Fiscal Impact:
Supply and delivery of oil and grease products are budgeted in Fleet parts operations. Expenditures will be paid initially out of the Fleet fund (501). These costs are then charged to the user department through monthly allocations.

Prior Council Action: None

Other: None

Alternatives: Rebid through the City's Purchasing Department.

Recommended Motion (and Alternative Motions if expected):
Staff recommends that Council authorize the City Manager to execute a new contract with SC Fuels of Fresno, CA for the supply and delivery of petroleum products in accordance with the specifications of Request for Bid (RFB) 22-23-57.
Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Bid Summary, Levine Act Statement

CITY OF VISALIA, CA
PURCHASING DIVISION
707 W. Acequia Avenue
Visalia, CA 93292
(559) 713-4334

REQUEST FOR BID (RFB) 22-23-57

Annual Contract for Supply & Delivery of Oil and Grease Products

BID SUMMARY

Date: 07/20/23 Time: 2:00 PM

BIDDER'S NAME	LOCATION	TOTAL BID
Kings Petroleum, Inc.	Visalia, CA	$188,757.73
Safety Kleen Systems (SC Fuels)	Norwell, MA	$176,892.33
Southern Counties Oil Co.	Camarillo, CA	$172,202.13

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

   YES:_____ NO:X_____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Answering YES to the question above does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Signature of Authorized Individual

7/31/23
Date

Robert W. Bollar
Printed or Typed Name of Authorized Individual

SC Commercial, LLC dba SC Fuels
Print or Type Name of Company

EXHIBIT "B-5"

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants
To Accompany Bid

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: SC Commercial, LLC dba SC Fuels

Firm Address: 1800 W. Katella Ave., Suite 400
Orange, CA 92867

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:

Southern Counties Oil Co., a California Limited Partnership

Edward A. Wondergem, Chief Financial Officer, Treasurer, and Vice President
Robert W. Bollar, Corporate Secretary and Vice President

Submitted by: Name Robert W. Bollar

Date 7/12/23

Visalia City Council

Staff Report

File #: 23-0315 **Agenda Date:** 8/21/2023 **Agenda #:** 10.

Agenda Item Wording:
Authorize the City Manager to Award RFB 22-23-05 annual contract for Landscape Maintenance of Landscape and Lighting Districts within Quadrant D to Elite Maintenance and Tree Service, Inc., of Clovis, CA, $158,535.17 annually per specifications of RFB 22-23-05.

Deadline for Action: 8/21/2023

Submitting Department: Community Services

Contact Name and Phone Number: Zach Huff, Acting Urban Forestry Supervisor 713-4295; zach.huff@visalia.city <mailto:zach.huff@visalia.city> Alvin Dias, Parks and Facilities Manager 713-4564; alvin.dias@visalia.city <mailto:alvin.dias@visalia.city> Kelli Kincaid, Community Services Director 713-4042; kelli.kincaid@visalia.city <mailto:kelli.kincaid@visalia.city>

Department Recommendation:
That the City Council authorizes the award of an annual contract for landscape maintenance to Elite Maintenance and Tree Service, Inc., of Clovis, CA, in the amount of $144,122.88 to include a ten percent contingency of $14,412.29, per specifications of RFB 22-23-05.

Background Discussion:
The previous Quadrant D landscape contract expired on April 30, 2022, and has been on a month-to-month basis with a temporary contractor, awaiting the award of a new formal landscape maintenance contract. Quadrant D is one of several Landscape and Lighting Quadrants that are on temporary month-to-month contracts to be awarded through a formal Request for Bidders (RFB) process.

On May 24, 2023, and May 30, 2023, the City solicited bids by advertising in the Visalia Times Delta with the RFB posted on Bid-Net. The City also mailed RFB notices, inviting contractors to participate in this bid process.

On Monday June 5, and Tuesday June 6, 2023, mandatory pre-bid meetings were held in the City Council Chambers. Contractors that did not attend at least one of these meetings were ineligible to submit bids for this contract.

During the pre-bid meeting, staff reviewed the bid specifications, reviewed the mandatory requirements imposed by the State of California Department of Industrial Relations and answered questions.

Staff received several questions from contractors where staff carefully reviewed and answered them in separate addendums.

On June 21, 2023, the City received bids from two (2) contractors in the Bid Summary below. Brightview Landscape Services, Inc., of Fresno, CA was the qualified low bidder for RFB 22-23-05 Landscape

Maintenance of Quadrant D contract.

- Elite Maintenance and Tree Service, Clovis, CA $144,122.88 annually
- Perfect Care Landscape & Maintenance, Tulare, CA $282,274.20 annually

With this contract some extra work may be needed from time to time, such as shrub and tree replacement, irrigation improvements, and fertilization in districts with sufficient funding. A ten (10) percent contingency of $14,412.29 would be added to the contract to cover those extra tasks. The scope of work was also updated giving the contractor more specific shrubs heights and leaf litter cleaning intervals to improve the appearance of the landscapes. Another change within the scope of work for landscape maintenance contracts going for three (3) tiers of level of service. This will enable City staff to reduce cost for districts where expenditures are higher than revenues, by reducing the intervals of service. (Please attachment Levels of Service) Elite Maintenance and Tree Services, Inc., is currently performing Roadside and Median landscape maintenance contract for the City and is fully aware of the expectations by residents and staff to maintain the districts within Quadrant D at a “Level A” service.

This is considered a Public Works maintenance contract and therefore, is subject to State of California prevailing wages, registration with the Department of Industrial Relations and submission on certified payroll to the Labor Commissioner as well as other requirements outlined in the City’s Labor Compliance Manual which was a part of the specifications.

Annual price increase adjustments at time of renewal of contract are based on the Consumer Price Index specified in the contract documents. Cost for future additions to the project area (if necessary) will be calculated by multiplying the Contractor’s Unit Price by the square footage of area being added to contract.

The initial agreement is for a 12-month period, with an option to renew annually for 4 one-year periods upon providing satisfactory performance and as mutually agreed.

Fiscal Impact:

The fiscal impact for RFB 22-23-05 Annual Contract for Landscape Maintenance of Quadrant D will be allocated from Fund 273 Landscape and Lighting 2731-55230 account, of which sufficient funds have been budgeted.

Prior Council Action: None

Other: None

Alternatives: Reject low bidder and go out for another Request for Bidders.

Recommended Motion (and Alternative Motions if expected):

Move to Authorize the award of an Annual Contract for Landscape Maintenance of Quadrant D, to Elite Maintenance and Tree Service, Inc., of Clovis, CA. for $158,535.17 annually per specifications of RFB 22-23-

05.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Annual Contract for Landscape Maintenance of Quadrant D RFB 22-23-05, Exhibits, Elite Maintenance and Tree Service, Inc. signed bid form, Levels of Service.

CITY OF VISALIA, CALIFORNIA
REQUEST FOR BIDS (RFB) 22-23-05

ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE OF QUADRANT D

Mandatory Pre-Bid Meetings have been scheduled for this project. Bidders are required to attend at least one of the mandatory meetings to be considered eligible to submit a bid. Meetings will be held in the City Council Chambers at Visalia City Hall, 707 W. Acequia Avenue, Visalia as follows:

Pre-Bid Meeting #1: Monday, June 5, 2023, at 9:00am, and
Pre-Bid Meeting #2: Tuesday, June 6, 2023, at 2:00pm

Bid Submittal Deadline: Wednesday, June 21, 2023, at 11:00am

Bids received after the time and date stated above shall be returned unopened to the bidder.

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Bidder for at least ninety (90) days.

Contract resulting from this bid process is considered a Public Works Maintenance Contract, subject to registration with the Department of Industrial Relations (DIR), Payment of State Prevailing Wages, Monitoring by the Labor Commissioner and other requirements listed in the City's Labor Compliance Manual (attached). All Bidders and Subcontractors (if any) must be registered with the DIR to be eligible to bid on, be listed as a subcontractor, or perform work under this contract.

Direct inquiries regarding clarification of this bid document to the Purchasing Division (559) 713-4334. To prevent misinterpretation, especially questions regarding contract requirements or regarding the scope of services, the Purchasing Division prefers that all questions be submitted in writing via email to purchasing@visalia.city or via fax (559) 713-4801. All questions must be received by 4:00pm on Monday, June 12, 2023

Legal Ads 5/24/23 & 5/30/23

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Exhibit D-7 Water Schedule Worksheet

I. DEFINITIONS

For the purposes of RFB NO. 22-23-05, the following terms shall have the meanings indicated:

1. “City” means the City of Visalia
2. “City Council” means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", “Consultant”, “Contractor” and “Subrecipient” are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. “Bid” and “Proposal” are used interchangeably to mean an individual’s or entity’s offer in response to this Request for Bid.
5. “RFB” means Request for Bid No. 22-23-05.

II. INTRODUCTION

The City of Visalia is requesting bids for landscape maintenance of an area identified as Quadrant D**.** Maintenance of areas must include if applicable, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise described herein. **Landscape Maintenance for the City of Visalia must be "priority work" for the successful contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.**

This contract is for the maintenance of approximately 679,773 sq. ft. (15.6 acres) Refer to Attachment D-1 and D-2 of this RFB for square footage and location details.

The initial contract term shall be for a twelve (12) month period and shall, at the City’s option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. **Award will be made to the lowest bidder whose proposal is deemed both responsive and responsible and meets the requirements and criteria set forth in this RFB.**

Mandatory Pre-Bid Meetings have been scheduled for this project. Bidders are required to attend at least one of the mandatory meetings to be considered eligible to bid on this project. Meetings will be held in the City Council Chambers at Visalia City Hall, 707 W. Acequia Avenue, Visalia as follows:

Pre-Bid Meeting #1: Monday, June 5, 2023, at 9:00am, and
Pre-Bid Meeting #2: Tuesday, June 6, 2023, at 2:00pm

Time will be set aside at these meetings for Contractors to ask questions about the project work and contract requirements. It shall be the responsibility of the Contractor to have acquired full knowledge of the job sites, scope of work and any problems or difficulties that may affect the work proposed.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.city or via fax: 559-713-4801.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.

Local Vendor Preference: In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business

address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

Public Works Maintenance contract: Notice is hereby given that this is a Public Works Maintenance Contract. In compliance with SB854 and Labor Code Section 1725.5, all contractors and subcontractors bidding and performing work on Public Works Projects must: 1) Be currently registered with the California Department of Industrial Relations (DIR), 2) Furnish electronic payroll records for new projects to the Labor Commissioner. Awarded Contractor will be required to furnish the City of Visalia with their DIR registration number. See Scope of Work, Section D and City of Visalia Labor compliance Manual (attached) for additional details.

Prevailing Wages: Awarded Contractor must comply with State Regulations that apply to this contract, including payment of prevailing wages. Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations. The prevailing wages associated with this work are attached as **Exhibit D-5.**

The City of Visalia affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, creed, age, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

Executive Order N-6-22 – Russia Sanctions
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

The City of Visalia reserves the right to reject any or all bids.

III. INSTRUCTIONS TO BIDDERS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:

   To: City of Visalia Purchasing Division
   707 W. Acequia Avenue
   Visalia, California 93291

   From: Bidders Name & Mailing Address

   Marked: Landscape Maintenance Quadrant D
   RFB NO. 22-23-05

4. **Submit a security deposit of no less than 10% of the Bid amount to the City with the sealed Bid to guarantee the Bid.** City will not consider Bids which are not accompanied by the required security. Security may be made by certified check, cashier's check, or Bidder's bond. Forfeiture of Bid security shall be governed by California Contract Code Section 20172-20174.

5. Submit each of the required Certifications, Affidavits, Assurances, Statements and Questionnaires as well as optional waiver(s) to the City with the sealed Bid. The city will not consider Bids which are not accompanied by the required completed forms.

6. Inquiries regarding this Request for Bids may be directed to the Visalia Purchasing Division, at (559) 713-4334. However, to prevent misinterpretations, the Purchasing Department requests that all questions be submitted in writing via email puchasing@visalia.city or via fax (559) 713-4801. *Questions regarding this RFB are due no later than 4:00pm on Monday, June 12, 2023.*

IV. CONTRACT ACCEPTANCE AFTER AWARD

Contract Acceptance: After award of the contract, the Contractor will inspect and review current landscape and irrigation conditions of the project areas. The Contractor must provide a statement summarizing the status of the current landscape conditions and irrigation system along with a cost estimate to make the necessary corrections and present them to the Project Manager for review. The Project Manager will schedule a meeting with the Contractor to review the current landscape and irrigation conditions of the project work areas and agree to a resolution and approval of the project areas. The Project Manager will provide a statement summarizing the resolution of the current landscape conditions and irrigation system and must be executed by the Contractor as stated below.

Acceptance of contract will be done in phases:

Phase 1: 10 acres or less the contractor will have (30) thirty days to inspect all areas and provide summery of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (4) four months of contract providing all material receipts and labor costs as agreed.

Phase 2: 10 to 20 acres the contractor will have (60) sixty days to inspect all areas and provide summery of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (5) five months of contract providing all material receipts and labor costs as agreed.

Phase 3: 30 or more acres the contractor will have (90) ninety days to inspect all areas and provide summery of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (6) six months of contract providing all material receipts and labor costs as agreed.

At least sixty (60) days prior to the renewal of the contract a revised statement summarizing the landscape conditions and irrigation system of the project work area must be prepared by the City's project manager and executed by the Contractor.

The City will conduct regular inspections of the landscaping work by the Contractor and issue observed "Out of Compliance" reports to the Contractor. The Contractor will be required to review and remedy the observed "Out of Compliance" issues of those observed areas of the inspection reports by the City. This does not relinquish the contractor of any responsibility to inspect and ensure that all areas maintained by the contractor are compliant as outlined in the contract.

Sixty (60) Days prior to annual contract renewal or termination of contract, all landscape repairs and replanting requested by the City's Project Manager must be complete. Any work left in an unacceptable condition will be cause for delay of final payment to Contractor until such time as the City has repairs and replanting completed. Final payment will be reduced by the cost of these repairs and replanting.

V. SCOPE OF WORK/SERVICES

A. STANDARD REQUIREMENTS AND LEVEL OF SERVICE

Maintenance of areas must include if applicable, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise described herein. **Landscape Maintenance for the City of Visalia must be "priority work" for the successful contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.**

LEVELS OF SERVICE

The City of Visalia prefers the highest level of service for all areas of the Quadrant, however the City reserves the right to determine which level of service (frequency of service) will be assigned to each area in every Quadrant. Available funding in each Quadrant will determine the level of service assigned to each particular area of the Quadrant. The City of Visalia may find it necessary to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant. Thus, the Bidder shall provide pricing for all Levels of Service where indicated on bid form.

Service Level	Frequency of Service	Number of Services Annually
A	Once per week intervals	52
B	Two-week intervals	26
C	Once per month intervals	12

1. **Standards.** Contractor must perform services in a manner commensurate with the highest quality professional standards of the landscape maintenance profession, using qualified and experienced personnel and high-quality equipment and materials.

The specifications and standards must be met by Contractor at all times regardless of Contractor's employees' absence or established staffing pattern and levels.

2. **Working Day**. The contractor's activities must be confined to the hours between 6:00 a.m. PST and 6:00 p.m. PST, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior written consent of the City, except in emergencies involving immediate hazard to persons or property.

    - No normal and routine maintenance operations that cause excessive noise shall be performed before 7:00 a.m.
    .
    - All or some locations may require blowing of parking lots and other hardscape areas prior to normal business hours of 8 a.m. PST to avoid materials being blown onto private vehicles and customers, i.e., Civic Center, and other customer-based facilities.

    Contractor shall comply with the City of Visalia's Municipal Code, Title 8 Health and Safety, Chapter 8.36 Noise. The City of Visalia Municipal Code can be found at www.visalia.city.

3. **Company Identification.**

    - All employees must wear uniforms or other identifying clothing, to make clear to all observers that they are employed by the contractor.

    - All vehicles (trucks, etc.) used in the course of fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the contractor.

4. **Professional Conduct.** Contractor and contractor's employees must conduct themselves professionally at all times in public and when dealing with City staff and/or Visalia citizens. This will include but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and contractor's employees will also afford residents and citizens the utmost courtesy and respect at all times.

5. **Property Owner Concerns**. Contractor must make every attempt to satisfactorily address concerns and issues presented by residents of the district. As soon as the contractor is aware of a resident concern either directly or indirectly, the contractor shall immediately inform the Project Manager of the concern (including the resident's name and phone number if possible), and what action was taken or will be taken by the contractor to address the concern.

    Failure of the Contractor to abide by these terms and meet addressed concerns of the Quadrant's residents will result in a $100 liquidated damages assessment or contract termination. The amount of damages for these types of issues is difficult to estimate, therefore a $100 liquidated damages assessment (per incident) shall represent costs incurred by the City in responding to complaints concerning the Contractor.

6. **Mowing** All Turf areas covered by this contract shall be mowed at the intervals established by the Level of Service assigned to the area (Level A, Level B or Level C Service).

7. **Watering**. Irrigation systems must be maintained, repaired, and adjusted to prevent wetting of adjacent streets and water waste during the irrigation cycle.

    Contractor shall follow the City's and State's water regulations. There will be a liquidated damage assessment of $100 per incident or termination of contract if multiple or gross violations occur in recognition of the importance of water conservation. The amount of damage for these types of issues is difficult to estimate and therefore, $100 shall represent costs incurred by the City in responding to complaints concerning the Contractor.

8. **Signage.** All regulatory park, street, and traffic signs, trail head signs, city information signs, botanical garden signs, donation monuments or stones, individual plant placards, etc., must be kept clean and clear of plant materials, dirt and dust, graffiti, and animal and bird excrements.

9. **Chemicals**. The City reserves the right to reject any chemicals Contractor and/or their subcontractors propose to use, prior to or during actual use. **Safety Data Sheets (S.D.S.) shall be provided to City prior to award of contract and in case of changes after award of contract at least thirty (30) days prior to usage by Contractor for any chemicals while performing this contract.**

   Materials shall be non-staining, non-corrosive, and shall not leave a flammable residue. Contractor shall not use pesticides in Category 1 (no chemicals with LD50 levels lower than 500 mg/km). These would include, but not be limited to, several organophosphate and carbamate possessing high mammalian toxicity due to their intense anticholinesterase activity.

   Pesticides in Category II may be used with the authorization of the Project Manager.

   Contractor shall, as part of the required monthly report to the City, prepare a Chemical Use and Proposed Work Report to indicate in writing the amount, type, and location of all chemicals used. **If no chemicals are used, then the report must still be submitted indicating to the City that no chemicals were used.**

10. **Fertilizer**. Short release fertilizer: Only commercial fertilizer containing ten percent (10%) or more nitrogen (N), available phosphoric acid (P205) or eight percent (8%) soluble potash (K2O), singly or collectively may be used. Generally, 16-6-8 would be nitrogen coming from an ammonic or nitrogen source. A slow-release fertilizer shall have at least half of the nitrogen coming from a coated slow-release nitrogen source.

    Fertilization will be on an as needed basis. Project Manager will request a quote for cost of additional services from time to time when services are needed.

11. **Clean-up.** All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the contractor, as well as bottles, cans, trash and paper and other yard waste. All trash and debris are to be removed and disposed of at intervals established by the Level of Service assigned to the area and at the contractor's expense.

12. **Emergency Response**. Contractor must be able to respond immediately to emergencies. Emergencies are generally construed as those events that in the opinion of City staff constitute an **immediate danger or hazard to property or persons,** or that significantly violate water conservation requirements. If the emergency condition is identified and the contractor is notified (either through discovery or by contact from City personnel) during normal work hours, the contractor must respond to the emergency within **two hours** unless otherwise specified. If discovery or notification occurs after normal working hours, the contractor must respond by 10am on the following working day.

    Contractor must provide some acceptable method by which contact can be made in case of emergency, i.e., paging system, cell phone, etc. and shall also provide a method by which non-emergency messages can be received during the workday, i.e., phone messages, email, etc.

13. **Reporting and Inspections**

Status Reports

a. **A written report is to be prepared by the Contractor and given to the Project Manager monthly**. The report shall include a description of unusual circumstances, locations of any

homeless encampments that are found in areas being maintained by the Contractor, lighting that is inoperable, major irrigation breaks, safety hazards, etc. For emergencies and safety hazards, the Project Manager is to be called immediately. Failure to provide a report may result in a a $100 penalty per incident or termination of contract if multiple incidents are noted. The reports are important especially if they are safety hazards. Amount of damages for these types of issues are difficult to estimate. Therefore, $100 per incident shall represent costs incurred by the City in responding to complaints concerning the Contractor.

b. **The Contractor must schedule a meeting with the Project Manager no less than once per month** to review the work site to ensure compliance with the contract specifications and standards. At this meeting, Contractor or Contractor's supervisor shall sign the meeting attendance and inspection reports prepared by the City, provide all chemical use and proposed use reports, irrigation inspection and schedule changes, and usage and/or proposed fertilizer usage reports and discuss major accomplishments for the previous month, notable problems, schedule changes and goals and deadlines for the coming month. The Project Manager shall discuss areas out of compliance and options to bring areas back into compliance with contractor. Project Managers shall discuss any penalties to the contractor and/or intensions to withhold payment of invoices. Project Manager shall document these meetings. Failure to attend these meetings may be cause for a $100 penalty per incident or termination of contract if Contractor has failed to meet with City staff after multiple attempts to discuss gross breaches of duty.

c. **The Project Manager shall report any maintenance deficiencies to Contractor. Contractor must correct any deficiencies at Contractor's cost within five (5) working days of written notification.** Unusual horticultural problems such as pests, disease, and damages that are beyond the scope of Contractor's responsibility shall be brought to the attention of Project Manager.

d. **A Chemical Use and Proposed Work Report must be completed for each chemical application and proposed application. These reports shall be submitted each month during contractor's monthly meeting with City's Project Manager**. Failure to submit reports may delay the City's payment to Contractor and be cause for a liquidated damage assessment of $100 per incident. The amount of damage and costs to the City for these types of issues is difficult to estimate and therefore, $100 shall represent costs incurred by the City in responding to incidents where the City was unsure of what chemicals were applied by the Contractor. The Contractor is responsible for submitting chemical usage reports to the County Agricultural Department. Copies are to be sent to the Project Manager as part of the Contractor's monthly report.

e. Monthly Irrigation Inspection reports (described below), irrigation schedule changes, and contractor signed landscape inspections from the City must be submitted with monthly invoice before payment will be made**.** Failure to submit all reports may delay the City's payment to Contractor.

B. LANDSCAPE MAINTENANCE – SPECIFICATIONS

1. **Irrigation**. Irrigation must be done with the use of automatic or manual sprinkler systems where available and operable, unless outlined in the initial acceptance inspections for repairs. These areas will be addressed with Contractor during initial inspection and noted for regular monthly inspections. Failure of an existing system to provide full and adequate coverage after Contractor signs Notice of Acceptance shall not relieve the contractor of the responsibility to provide proper coverage of all areas. **Providing any supplementary hoses, sprinklers, nozzles, etc. necessary to accomplish proper coverage shall be the contractor's responsibility.** Exclusions will be identified in description of areas and will be addressed with Contractor during initial inspection.

Original brand and size of heads and nozzles will be used in replacement of vandalized or faulty heads in turf and planter areas.

Contractor is responsible for all repairs to the irrigation system starting at the City side of the water meter, with the exception of the **testing of the back flow** and **repair/replacement of the irrigation controller**. Original, or equivalent, brand and size of heads and nozzles will be used in replacement of vandalized or faulty heads in turf and planter areas.

a. **Maintenance**. At all times, Contractor must maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments or repairs necessary to maintain healthy turf, plant growth, prevent dry spots in turf, plants, and shrubs, and prevent excessive run-off into streets or other areas not intended to be irrigated. Care must be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

   The contractor shall keep controllers and valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise, or lower the following sprinkler system components:

   - Sprinkler heads
   - Sprinkler risers
   - Quick coupler valve boxes
   - Hose bib boxes
   - Remote control valves
   - Remote control valve boxes and covers
   - Maintain and replace batteries in battery operated controllers on a continual basis
   - All irrigation wiring should be maintained to City standards including proper splices using DBR/Y-6 splice kits
   - Proper solenoid replacement should be completed with dry and tight connections
   - Minor graffiti removal from irrigation controllers
   - Controllers to be kept free of all plant materials, spiders and webs, and any other material that could cause the controller to be non-accessible or damaging to the controller

   If contractor fails to keep sprinkler nozzles properly adjusted/aligned to prevent water waste, repair or replace malfunctioning, broken or missing sprinkler heads and/or sprinkler head risers and water waste results, the City of Visalia reserves the right to bill contractor for excess amount of water in addition to assessing a liquidated damage assessment of $100 per incident. Because It is difficult to estimate the potential losses in water and the costs for City response time to complaints from residents, $100 has been established as a reasonable assessment.

   The Contractor shall prepare a written Irrigation Inspection Report (a report template has been included with this RFB, as a sample for Contractor). The report shall describe any irrigation schedule changes, malfunctions, and necessary repairs. The Irrigation Inspection Report must be submitted with monthly invoice before payment will be made.

b. **Inspection**. **The contractor must inspect all irrigation systems for any malfunction on an interval established by Level of Service assigned for the area.** This must be accomplished by utilizing a remote-control receiver to place the controller in test mode and visually inspecting sprinkler operation. This includes, but is not limited to breaks in irrigation lines, irrigation valves, heads, leaks and washouts, saturated areas or dry spots. Contractor must notify Project Manager within twenty-four (24) hours of any malfunctions. Failure to provide notice to the Project Manager may be cause for liquidated damage assessments of $100 per incident or termination of contract. Because It is difficult to

estimate the potential losses in water and the costs for City response time to investigate complaints from residents, $100 has been established as a reasonable assessment.

Contractor is to track all irrigation locations where plants are missing and maintain irrigation heads until plants are replaced.

Excessive water run off or overflow onto hard surface areas must be kept to an absolute minimum so as not to cause waste of water, pedestrian and/or vehicular liabilities. Problems reported to Project Manager or designated representative will be repaired within twenty-four (24) hours. Failure to complete repair or notify Project Manager of any delay to repairs may be cause for liquidated damage assessment of $100 per incident or termination of contract if multiple breaches occur.

Water leaks or stations must be turned off within two hours (2 hrs.) on the day reported to save water. Repairs must be made within twenty-four (24) hours or sooner if City classifies the necessary repairs as requiring an Emergency Response as stated in this Agreement. Twenty-four (24) hour fixit notices will be sent to contractor via email. Failure to comply may result in liquidated damage assessments to the Contractor of $100 per incident, unless the Project Manager is contacted, and an agreed time frame modification is made between the contractor and the Project Manager in writing**.**

Approximately sixty (60) days prior to the conclusion of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility must be made by the contractor prior to the end of the contract period.

If the repairs made are not to the Project Manager's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Project Manager.

c. **Repairs**. Irrigation systems which are damaged by vandalism or in any way as a result of work performed under this contract must be repaired or replaced in kind and in an approved manner by the contractor. Repairs must be made immediately after damage occurs, unless otherwise directed. Vandalism will be documented by the contractor with the use of digital photos or video tape and supplied to the Project Manager as proof of vandalism. The preferred method of transmission of photos would be digital photos transmitted via email. Failure to provide such documentation may be cause for no reimbursement of corrective expenses to Contractor.

The contractor shall keep an itemized list of material(s) used to repair vandalism damage and submit to Project Manager for reimbursement of materials only.

- **Normal Repairs** = Contractor is responsible for all normal repairs (i.e. Main line (including from water service meter to the back flow), valves, control wires, sprinklers, nozzles, lateral lines, etc.) The City is not responsible for any repairs needed past the irrigation controller. The backflow devices annual maintenance/testing will be the responsibility of the City of Visalia. All normal repairs are the sole responsibility of the contractor except for repairs needed due to vandalism. Repairs not made within twenty-four (24) hours of notification or not completed to the satisfaction of the Project Manager may be assessed a liquidated damage assessment of $100 per incident.

- **Major Repairs** = City is responsible for funding major repairs, which include repairs to Irrigation Controllers, Booster Pumps, or Backflow Devices. All major repairs are the responsibility of the contractor to repair and make operable but must be authorized by Project Manager in writing prior to repairs being made. Hourly rate

plus materials for major repairs to be authorized by Project Manager prior to any work being done. Contractor is responsible to report in writing any issues with these devises to the Project Manager for authorization to repair or replace.

Failure to complete repairs in the allotted time on a repeated basis will cause the Contractor to have the full costs of repairs deducted from monthly billing and may be grounds for termination of contract. Contractor will be responsible for any fines applicable under state law, public utility billing, or local ordinance, due to continuous running water.

d. **Turf Watering** All turf areas must be watered based on 85-95% of daily evapotranspiration rate and need to maintain a uniform, green, healthy growth pattern and promote deep root growth. **(If City water restrictions are imposed to conserve water, they will supersede the previous statement)**. Water shall be applied in short repeat cycles of 3 - 5 minutes each to prevent water run-off into street. **Care shall be taken to not over water or waterlog any soil.** Contractor shall turn off irrigation system during the wet season and adjust the controller seasonally. **Each time the schedule is changed due to seasons or any other reason, a revised schedule shall be provided to the Project Manager**.

Water applications on turf and ground cover areas shall generally be applied between 12:00 a.m. and 6:00 a.m. where possible, to lower the risk of fungus in turf. Drip stations may be operated during daytime hours.

e. **Water Schedule**. Turf and landscape watering shall be scheduled in accordance with prevailing water conservation requirements, and unless otherwise specified shall be scheduled Tuesday through Sunday. No watering shall be allowed on Monday without prior approval of Project Manager. Irrigation program shall be set up so that no water is applied to turf 48 hours prior to mowing. Overhead systems shall not be operated between 8:00 a.m. and 6 p.m.

Contractor will be responsible for any fines associated with not following the City's Water Conservation Rules and Regulations.

A proposed quarterly schedule of watering shall be provided to the Project Manager one (1) month after award of contract. Each time the schedule is changed a new updated schedule must be provided to the PM.

f. **Ground Cover**. Sufficient amounts of water shall be applied to ground cover areas to maintain a healthy growth pattern and promote deep rooting. Care shall be taken to not over water or waterlog soil.

g. **Banks and Slopes**. Sloped landscape areas shall be irrigated in short cycles as required to prevent water runoff, and to maintain horticulturally acceptable growth and color. Irrigation practice is to promote deep root growth with a minimum of run-off.

h. **Shrub and Trees**. All shrubs and trees shall be watered as needed to maintain healthy growth and promote deep rooting. Care shall be taken to not over water.

Irrigation rates shall be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged and surface run-off is to be kept at a minimum.

i. **Newly Planted Trees, Shrubs, and Groundcover.** All newly planted areas are to receive special attention until plants are established. Adequate water shall be applied to promote normal, healthy growth. Watering basins around newly planted shrubs and trees to be used during establishment period. **It is the contractor's responsibility to contact the City's Natural Resource and Conservation Department to get a twenty-one (21) day**

establishment permit for any additional irrigation that will be needed for newly planted plant materials.

j. **Remote Control Receiver:** Upon contract commencement, the contractor is required to have a radio-frequency ready remote-control receiver that is compatible with all major irrigation systems. **It is the responsibility of the contractor to obtain and purchase these devices unless it is a Toro Sentinel controller. The City of Visalia will supply the contractor with the Toro Sentinel remote control to use for the duration of the contract.** The Toro Sentinel controller(s) shall be returned to the City at the conclusion of the contract.

Continuous activation of valves by manual solenoid or bleeding valve stem can be damaging to the fragile irrigation mechanisms. The remote control allows the contractor to inspect the irrigation system effectively by utilizing the technology currently in place.

2. Weed Control.

a. Weed control clarification. For the purpose of this specification**, a weed shall be considered to be any undesirable plant or plant growing out of place.**

- Maintenance shall include the removal and chemical abatement of weeds growing on all paved and unpaved surfaces of all maintenance areas of contract. All landscaping within the specified maintenance areas including lawns, planter areas, median islands, and tree wells shall be kept weed free at all times.

- **Complete removal of all weed growth is to be accomplished by the Level of Service assigned to the area**. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the contractor.

- Weeds reaching height or width of four inches (4") shall be physically removed from landscaped areas.

- Seedlings growing out of desired landscape plants shall be removed and chemically treated to terminate the growth of the undesirable seedling.

b. **Use of Chemical Herbicides**. The contractor shall abide by all rules and regulations of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and the contractor's employees during chemical weed control operations. The Project Manager may restrict the use of chemical weed control in certain areas. **Pesticide Applicators License is required to apply herbicide. Contractor must supply a copy of this license to the Project Manager**. Failure to provide documentation of active license may result in a liquidated damage assessment or termination of contract.

Contractor shall take necessary precautions to prevent herbicide drift onto non-target plants.

3. **Diseases and Pest Control**. The contractor must regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation. The contractor shall notify the Project Manager within three (3) days of finding such a condition, outlining identification and control measures to be taken. Upon approval of the Project Manager, the contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and contractor's employees.

a. **Use of Chemical Pesticides**. All rules of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract shall be observed. **Pesticide Applicators**

License-Category B and C, along with a valid Maintenance Gardener Pest Control Business License are required to apply pesticide. Contractor shall take necessary precautions to avoid pesticide drift onto non-target organisms.

b. **Rodent Mounding**. Mound of soil in turf and planter areas caused by rodent activity shall be raked down at the intervals established by the Level of Service assigned to the area, to prevent soil build up in turf and around plants. All curbs, gutters, and other hardscapes adjacent to the maintenance areas will be free of any soil mounds or erosion caused by rodents.

c. **Rodent/Pest Control**. Contractor must inspect all turf and planter areas for rodent (gopher, squirrel, and other pest) activity, and initiate control measures at the intervals established by the Level of Service assigned to the area. Contractor must fill all rodent holes in areas that are used by walkers and pedestrians for safety (i.e. trails, turf, DG paths, etc.). Contractor shall take necessary precautions and safeguards to protect health of public and employees.

4. **Plants**. All shrubs and ground cover plants growing in the work area must be pruned once every other month to maintain plants in a healthy growing condition, and to allow for full coverage of the irrigation system. Pruning is to be done in a manner that promotes the plant's natural growth characteristics. If hedging is needed to clear the sidewalk, the plant must be trimmed on all sides to balance growth. Hedging, shearing, or other severe pruning will not be allowed except with prior approval. **All debris from trimming of plant material will be removed from beds, hauled off, and disposed of immediately and appropriately. Fallen leaf material shall be removed from planter areas and off the plants on a monthly basis to allow for proper growth of the plants.**

a. **Growth Control**. Plant growth shall be kept within reasonable bounds to prevent its encroachment into walk, passageways, and streets. Clear view of traffic signs and intersections is to be maintained at all times.

All shrubs and plant growth in planter areas along walls are to be maintained to a height no greater than four feet (4') and kept from blocking any subdivision, safety signage, and overhead or landscape lighting.

All trees, large and small shrubs, and groundcovers in planters or Right of Way areas along streets and at intersections, must be maintained and trimmed for traffic sightline clearances.

Mature tree canopies must be maintained above eighty-four (84) inches above soil grade for site line visibility. Newly planted, young or non-mature trees, multi-trunk trees, or large shrubs (i.e. Western Redbuds) must also be raised or thinned to maintain site line visibility.

Pruning is to be done in a manner that promotes the plant's natural growth characteristics.

Small shrubs and groundcovers must be kept below thirty (30) inches at road level to allow for visual site of oncoming traffic.

b. **Removal.** All dead, dying, or damaged plants (including trees) and any branches must be removed immediately. This debris, including plant growth removed by contractor, shall be removed away from job sites and appropriately disposed of at the intervals established by the Level of Service assigned to the area. **Hauling and disposing of said debris must be included in bid price.** Dead stems of daylily, agapanthus, and similar plants shall be removed on a monthly frequency. Dead leaves around base of plants shall also be removed on a monthly basis.

c. **Trees**. The contractor is responsible for removal of suckers, limb growth that inhibits site line visibility of any traffic, and all pruning that can be reached with a twelve-foot (12') pole saw by a person standing on the ground as part of this contract.

All trees are to be maintained in their natural shape, and pruning is to be done in a manner that promotes the trees natural growth characteristics using sharp and proper pruning tools along with the correct pruning techniques to promote and achieve the trees natural growth characteristics and to meet International Society of Arboriculture (I.S.A.) Standards; all cuts shall be made cleanly with no stubs or projections remaining.

No weed whackers or hedging type tools shall be allowed to trim and maintain trees. The use of improper tools and techniques resulting in the negligent and irresponsible care of trees or plants, thus causing damage to trees or plants and resulting in the need for the Project Manager to hire outside services to correct the damage will result in those costs associated with the corrections being deducted from the Contractors monthly invoice along with a $100 liquidated damage assessment per incident or up to termination of the contract.

Canopy clearance above sidewalks, bikeways, and other pathways of 10'0" is to be maintained for pedestrian safety.

All regulatory street and traffic signs must be clear of tree and plant growth at all times for sight clearances.

Clippings must be picked up, hauled away, and disposed of by the Contractor immediately and appropriately.

Leaves in planter areas shall be removed on a monthly basis. In addition, during seasonal drop leaves will need to be removed off of walkways as needed for safety. **Fallen leaf material shall be removed off the plants regularly to allow for proper plant growth.**

Newly planted trees that do not have trunk caliber sufficient to support tree shall be staked, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species.

Until young trees are strong enough to stand alone, they shall be flex-tied between two (2) approved two-inch (2") diameter x eight foot (8') treated tree stakes. Tree stakes shall be of treated lodge pole pine. Metal stakes may be required in some areas. Tree ties made of extruded vinyl base, 1” wide, and a minimum of .01” thick shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

Contractor must maintain a three-foot (3’) diameter circle free of grass/weeds around all trees located in turf areas.

Trees damaged by maintenance equipment shall be replaced by contractor with like size and species. Contractor is responsible for all costs related to replacement.

Maintenance shall include the removal of dead trees, limbs, and dead leaf material at the intervals established by the Level of Service for that area. Dead trees will need to be replaced per the contract for plant replacement in Item 6 (below) of this scope of work and per the discretion and determination of the Project Manager.

Young or new trees along trails, paths, riparian landscapes, Landscape and Lighting Districts, parkway strips, and pocket parks shall be maintained, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species by the contractor for the first three (3) years of the trees life within the landscape. Stakes must be removed when tree has sufficient strength to support itself. These costs are to be factored into the planter costs. Project manager will instruct contractor when tree stakes are to be removed. Contractor is responsible for the proper disposal of all pressure treated

wooden tree stakes. All metal stakes in good condition must be taken to City of Visalia, Corporation Yard for storage.

The contractor shall notify the Project Manager within twenty-four (24) hours of any tree that shows sign of root heaving, leaning, having hanger limbs, or in some manner constitutes a safety hazard. Failure to notify Project Manager may result in a liquidated damage assessment of $100 per incident to recover the losses to the City for responding to resident complaints of the Contractor noncompliance or termination of contract if multiple breaches or gross violations occur that place residents in danger.

d. **Shrubs.** All shrubs must be trimmed to prevent encroachment onto walks, passageways, streets, curbing, and trails to allow for safe passage of users. Shrubs must be trimmed to allow a clear sightline of oncoming traffic at all Right of Ways and intersections. Shrubs must be cleared away from all regulatory street and traffic signs. Shrubs in planters must be kept below thirty (30) inches at intersections and turn lanes for sightline of oncoming traffic.

5. Fertilization. Fertilization will be performed on an as needed basis as requested by the Project Manager. Project Manager will request separate pricing for fertilization when it is required. A slow-release fertilizer will be applied when fertilizer is requested by Project Manager.

When fertilizer is applied as needed, to maintain healthy and vigorous plants: The City anticipates that primarily nitrogen will be deficient in soils; however, Contractor shall identify and correct other mineral deficiencies that affect plant growth.

Analysis of fertilizer shall be approved by the Project Manager prior to application.

All turf fertilizer shall be watered in thoroughly within two (2) hours of application.

Fertilizer shall be applied uniformly using an appropriate spreader. Prior to beginning a fertilization program, Project Manager shall submit to the Contractor, a schedule showing sites to be fertilized. The Contractor shall submit to the Project Manager a schedule showing the dates and approximate times of fertilizer applications. Timing or number of sites fertilized per day or week shall not be set up to preclude normal on-site maintenance work.

Once the Project Manager has requested that fertilization is necessary the Contractor shall notify Project Manager at least ten (10) days before any fertilizer applications. **Receipts for the Contractor's purchase of the approved fertilizer will be required and must be submitted to the Project Manager with monthly invoice.**

Note: Subject to approval of the Project Manager, fertilization may be altered by use of slow-release fertilizers such as Woodace containing IBDU formula.

6. Replacement of Plant Material

a. The contractor must notify the Project Manager within three (3) days of discovery of loss of turf, shrub, ground cover, or tree material due to any cause.

b. The contractor must supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged during work by the contractor or lost through the contractor's faulty maintenance or negligence.

Trees, shrubs, or turf that are damaged or lost through disease, insect infestation, or rodents, that could have been prevented with reasonable ordinary care by the Contractor shall be the responsibility of the Contractor.

Contractor is not responsible for plant loss due to vandalism, theft, vehicle accident, fires, storm, or water restriction in response to drought conditions. Whether or not the loss was due to contractor faulty maintenance or negligence shall be determined by the Project Manager. The size and species of replacement plant material shall also be determined by the Project Manager but shall be reasonably equal to the plant material that is being replaced.

In regard to trees, where there is a difference between the tree lost and the replacement tree, the difference will be deducted from the contract payment. **The value will be determined using the latest American Shade Tree Conference guidelines.**

c. Any plant damaged or lost through fires, storms, or water restrictions in response to drought conditions, theft, vehicular damage, or vandalism that are not the responsibility of the contractor (as determined by the Project Manager), shall be replaced in kind and size at the Project Manager's direction. The contractor will perform the work and the City will pay for the contractor's labor at an hourly rate established in this contract and pay for replacement materials at COST plus 10%.

From time to time it may be necessary or desirable to replace some plants to enhance the overall appearance of a site. Any such replacements will be at the Project Manager's decision. The contractor will perform the work and The City will pay for the contractor's labor at contract rates and cost of replacement materials. All landscape repairs and replanting requested by the City's Project Manager must be completed according to a date agreed upon in writing between the City Project Manager and Contractor.

The contractor shall supply itemized labor hours and material cost invoice(s) with monthly invoices in order to be reimbursed for plant replacement.

7. Turf Maintenance

a. **Mowing**. The turf must be mowed and edged at the intervals established by the Level of Service assigned to the area during its growing season in order to maintain a neat appearance and healthy growth. If weather conditions do not permit regular mowing, longer intervals may be observed by Project Manager with notice from contractor.

- Contractor shall **never mow turf when it is in a wet**, saturated condition that would cause rutting, tearing or sliding on the turf surface or when it could be unsafe for contractor's employees to operate equipment.
- All lawn areas in this contract **must** be mowed with power-propelled reel or rotary-type mowers.
- All mowers **must** be cleaned prior to each mowing to avoid possible weed invasion.
- Mowers **must** be adjusted and maintained to provide a smooth, uniform cut with no ridges or depressions.
- Turf **must** be cut with the size of equipment, which will give a neat appearance without rutting, sliding over, or scalping the turf. This will be strictly adhered to, including cases of steep turf slopes.
- Blades **must** be kept sharp at all times to prevent turf damage.
- Mowing patterns **must** be changed for each mowing service or as often as necessary to avoid rutting.
- Turf **must** be kept at a uniform height that is recommended for that particular type of turf grass.
- Grass clippings **must** be removed promptly and disposed of at the Contractor's expense unless they will dry and drop beneath the growing level of the turf within twenty-four (24) hours.
- Recycling cutting decks that provide an acceptable cut may be used if written approval of Project Manager is obtained prior.

Contractor's employees shall take care to avoid obstructions such as electrical boxes, signage, buildings, vehicles, etc. Contractor shall be responsible for repair of damage caused by its mowing or other activities.

Contractor shall take great care around trees. Any trees which have more than fifty percent (50%) of the bark removed in a given three-inch (3") area of trunk by weed whips or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.

b. **Mowing Height** All turf, except Bermuda, must be maintained at a height range between three and one-half inches (3 ½ ") maximum and two and three fourths inches (2 ¾") minimum.

Fescue height shall not exceed three and one half inches (3 ½").

Common Bermuda must not exceed two inches (2") in height.

Mowing shall be performed so that no more than one third (1/3) of the grass blade is removed per frequency in returning the grass to acceptable height for the species being mowed within areas assigned at a level A Service.

All turf areas shall be mowed at the intervals established by the Level of Service assigned to the area on a preset day and route. Any changes to this schedule shall be approved in advance by the Project Manager.

During periods of heavy growth, more than one mowing per week may be required to maintain acceptable appearance within areas assigned at a Level A Service.

All turf areas shall be maintained at a level that will ensure a healthy, green color and uniform growth.

c. **Broad Leaf and Noxious Weeds**. These weeds shall be controlled on a continuous basis by chemical or manual method. Chemicals used for control shall be registered for use on Fescue and Bermuda turfs. A Broadleaf and Crabgrass pre-emergent herbicide shall be applied between mid-January and March and again between September and Mid-November of every year. Herbicides such as Dimension, Pendulum, or Barricade are recommended during this application period. For post broadleaf weed control Triplet, Trimec, or Triamine will be applied to control Broadleaf and Crabgrass weeds that are currently growing and weather conditions permit the application. **Contractor will notify the Project Manager of the application dates and provide a schedule of areas treated as completed.**

d. **Edging**. All turf adjacent to improved surfaces shall be edged a minimum of once every mowing. Unimproved surfaces between turf and planter areas and/or property lines shall be edged a minimum of once per month to maintain turf delineation.

String trimmers, a.k.a. weed eaters, shall not be used around trees.

e. **Clean-up**. All surfaces shall be free of grass clippings and debris including turf, gutters, and street upon completion of mowing and edging operation. It is the responsibility of the Contractor to remove these items immediately and dispose of them appropriately.

f. **Turf grass seeding**. Turf grass seeding will be done on an as-needed basis when requested by Project Manager. This is considered additional work and will be paid

separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started. **When seed is used, areas shall be top-dressed with humus.**

g. **Renovation**. Renovation will be done on an as-needed basis when requested by Project Manager. Project Manager will furnish square footage and locations for renovation This is considered additional work and will be paid separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started.

Turf renovation to remove accumulated thatch from all sites under this contract must be accomplished by power raking or dethatching rakes on turf (care shall be taken so turf is not damaged).

A schedule of equipment to be used by the contractor shall be submitted to the Project Manager for approval 10 days prior to beginning work.

Refuse generated by renovating shall be removed not later than the day following the operation.

h. **Aerification**. Aerification will be done on an as-needed basis when requested by Project Manager. This is considered additional work and will be paid separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started. Contractor shall not perform work without Project Manager's approval of quote.

Project manager will furnish square footage and locations for aerification.

8. Ground Cover Maintenance & Wall Covering of Ficus Pumila, and All Other Vines

a. All areas planted in ground covers shall be adequately irrigated to maintain vigorous growth.

b. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into sidewalks, lawns, shrub beds, or other areas deemed as undesirable by the Project Manager.

c. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site.

d. Groundcovers in median and other Right of Way areas must be trimmed below thirty (30) inches at road/asphalt level for sight clearances for traffic safety.

e. Wall covering of Ficus Pumila and other vines, will be trimmed back close to the wall and removed from trees and shrubs, and removed from planter areas as needed. **Wall coverings shall not be allowed to grow over the top of the wall.**

9. Hardscape Areas. All patios, curbs, gutters, pathways, sidewalks, and other hardscape areas (i.e. Center median island points, roundabouts, etc.) adjacent to and part of the City owned property or Right of Way must be kept free of weeds, debris, leaves, grass clippings, etc. at all times to provide a safe and clean passage for users and to prevent slips and falls.

All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the contractor, as well as glass, bottles, cans, trash, paper, and other yard waste. All trash and debris are to be removed and disposed of at the intervals established by the Level of Service and at the contractor's expense.

Note: If and when using a blower or other power equipment the City's municipal code 8.36.050 Exterior noise standards--Mobile noise sources prohibition against use. It is unlawful to operate any of the below-listed devices, appliances, equipment, or vehicles on public or private property abutting noise sensitive land uses between the weekday hours of seven p.m. and six a.m., and between the weekend hours of seven p.m. and nine a.m.

a. Power-assisted leaf blowers, lawn mowers, edgers, or other power equipment used for the maintenance of property;

b. Vehicle equipment, which equipment is not expressly regulated by state or federal statute, such as car radios or sound amplification equipment which is audible more than twenty-five (25) feet from the exterior of vehicle;

c. Construction equipment including jackhammers, portable generators, pneumatic equipment, trenchers, or other such equipment, except for emergency repair purposes as provided in Section 8.36.070.

Refer to Exhibits D-1 and D-2 for square footages and locations.

C. IMPORTANT NOTICE

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the bid documents shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Invitation to Bid, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting the competitive bid, to contact the Purchasing Division, 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addenda were issued and to make such addenda a part of the competitive bid.

D. STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS,

Public Works Contractor Registration Program and Project Labor Agreements

This contract is considered a public works maintenance contract and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations. Awarded Contractor is required to furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors submitted after will be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b) (1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f)

of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.

❑ As set forth is CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

❑ As set forth in CLC section 1771.4(a) (2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

- Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811, and 1815, signed under penalty of perjury.

- Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

- Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.

❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

- As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811, and 1815, signed under penalty of perjury.

- As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

- As set forth in CLC section 1775(b) (3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- As set forth in CLC section 1775(b) (4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

- The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

- Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

❑ As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

http://www.dir.ca.gov/OPRL/PWD/index.htm and
http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp

E. CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall fulfill requirements of Department of Industrial Relations and California Labor Codes by complying with the *City of Visalia Labor Compliance Manual* which is incorporated into This RFB and subsequent contract by reference and available at **visaliapurchasing.org**. Executed contract will include a hard copy of this document.

VI. GENERAL CONDITIONS

A. CONTRACTING AGENCY

The contract resulting from this Invitation to Bid will be administered by the City of Visalia Parks Maintenance Department. However, the City Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions, or scope of the contract.

B. TERM OF CONTRACT

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Contract shall begin on the first of the month immediately following the written Notice to Proceed or as scheduled between City Project Manager and Contractor.

The City will be presumed to request renewal unless the City delivers a thirty (30) day written notice of non-renewal to the Contractor prior to the renewal date.

If Contractor decides not to consent to renewal by the City, then they must provide the City Project Manager with a written notice of non-renewal at least sixty (60) days prior to the renewal date.

Additionally, this Agreement may be terminated for convenience by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, Contractor shall transfer to City any funds and/or accounts receivable on hand attributable to the use of CITY funds.

C. PRICING

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

D. APPROXIMATE ESTIMATE

The quantities given on the bid proposal form and in the contract documents are approximate only, being given as a basis for comparison of bids, and the City of Visalia does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portions of the work, as the City may deem necessary or advisable, at the prices bid.

E. EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

Bidders shall satisfy themselves by personal examination of the work site(s), specifications, other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. The submission of a bid shall be conclusive evidence that the bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal and the City.

If the bidder receives an award as a result of this bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the bidder for additional compensation.

Any errors, omissions, or discrepancies found in the contract documents shall be called to the attention of the City and clarified prior to the submission of bids.

Should the contractor feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the bid.

F. DISCREPANCIES AND MISUNDERSTANDINGS

No bidder shall, at any time after the submission of a proposal, make a claim or assertion that there was any misunderstanding or lack of information regarding the nature or the amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the project manual or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals or proceeding with the described work. The contractor shall be liable for any resultant damage where he recognized such error, inconsistency, or omission and knowingly failed to report it to the City. The contractor will bear no liability for any errors that he discovers and reports to the City.

The bid documents (including all attachments and addenda), Bidder's response to RFB, contract, and purchase order shall constitute the full contract for this project. Should the contractor feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to the submission of a proposal. Verbal information obtained otherwise will not be considered in awarding of bids.

G. BID FORMS

The City has furnished to each bidder a standard bid form, which, when filled out and executed, may be submitted as his bid. Bids not presented on forms so furnished will be disregarded.

All bids shall give the prices proposed in the spaces provided and shall be signed by the bidder who shall fill out all blanks in the bid form as therein required. No telegraphic bids will be considered.

All bids shall be submitted in a sealed cover and plainly marked as a bid and identifying the project to which the bid relates and the date of the bid opening therefore. Bids that are not properly marked may be disregarded. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file with the City of Visalia prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

H. WITHDRAWAL OF BIDS

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, only by written request for the withdrawal of the bid filed with the Purchasing Manager. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. No bid may be withdrawn after the time fixed in the public notice for the opening of bids.

I. DISQUALIFICATION OF BIDDERS

Only one bid may be submitted as a "prime contractor" for the same work by any firm, individual, partnership, corporation, or combination thereof. A contractor submitting a bid as a prime contractor may not also submit sub-bids to other competing prime contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. A contractor who is not submitting a bid as a prime contractor may submit any number of sub-bids to competing prime contractors.

J. OPENING OF BIDS

Bids will be publicly opened at the time, date and place indicated in the Notice Inviting Sealed Bids. Bidders or their authorized agents are invited to be present. Bidders name, location and bid amount will be read aloud. A bid summary will be prepared at that time. No other information will be provided until

after bids have been fully examined and accepted. No bids will be received, nor considered, after the time fixed for receiving them. Late bids will be returned unopened to the sender.

K. INCURRING COSTS

The City of Visalia is not liable for any cost incurred by proposers in responding to this Invitation to Bid.

VII. PROTESTS/APPEALS

Because it is essential that bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved bidder knows, should have reasonably known, or could reasonably be expected to know, of the facts giving rise thereto; and

2. Should identify only the areas regarding big contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.

3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to bidder in writing within five (5) working days of receipt of the appeal unless the bidder is notified more time is required.

4. Further levels of appeal may be made in accord with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

VIII. AWARD AND EXECUTION OF CONTRACT

A. EVALUATION AND AWARD OF CONTRACT

The City of Visalia reserves the right to reject any or all bids; to waive any irregularities or informalities in any bid or the bidding process.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or investigation of such proposer fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein. The City expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses or other money due to the City of Visalia.

The award, if made, will be made within ninety (90) days from bid closing date. Bidder agrees and so stipulates in submitting this bid, as though stated therein, and in any subsequent award of contract that:

1. Contractor is an independent contractor, not an employee, administrator, or officer of the City.

2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

3. Should contractor be awarded contract, contractor shall not assign contract, or any part thereof, or any monies due or to become due thereunder, without prior consent of the City.

4. Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

5. Contractor shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

   Contractor warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the contractor, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the City in procuring on open market, any items which the contractor agreed to supply, shall be borne and paid for by the contractor. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Contract shall be in the form of a City of Visalia Purchase Order and attachments of the bid documents, all addenda that were issued, the Contractor's bid in response to the RFB document, along with Contractor's Performance Bond and Certificate of Insurance.

6. Contractor is to sign a notice of acceptance (NOA) within 30 days of notice to award contract. Contractor will have those 30 days to review the contracted areas prior to signing the (NOA) notice of acceptance. Failure to sign (NOA) will result in forfeiture of contract.

B. BASIS OF BID AWARD

Award of bid(s) shall be made to the lowest bidder, whose bid is deemed both responsive and responsible and meets the specifications and qualifications listed in bid document.

C. REFERENCES

Where indicated on Bid Forms, Bidder shall include a list of three (3) accounts, complete with locations, that have been maintained for at least three (3) years, and that are similar in size and characteristics to those listed in these contract documents.

D. COOPERATIVE AGREEMENTS

All California agencies may purchase off of this agreement at the same prices, terms, conditions and specifications. Each agreement between a public agency and the successful contractor shall be found to be a separate and distinct legal and binding obligation of the successful contractor. The City of Visalia shall incur no responsibility in connection with purchase or agreement between another agency and the contractor. It shall be the successful contractor's responsibility to inform potential public agencies of this cooperative requirements contract.

E. CONTRACT BONDS

Required Contract Bonds: The Awarded Bidder will be required to provide to the City of Visalia with a "**Performance Bond"** in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award".

The Performance bond shall remain in force for the duration of the contract. It shall be updated annually and as needed during the contract year due to additions/deletions to the contract. According to City standard the surety company must be a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

F. FAILURE TO EXECUTE CONTRACT

Failure of the lowest responsible bidder, the second lowest responsible or third lowest responsible bidder to file acceptable bonds and meet with the project manager as provided herein within ten (10) days, not including weekends and legal holidays, after such bidder has received notice that the contract has been awarded to him may be just cause for the annulment of award.

IX. CONTROL OF WORK

A. CITY-CONTRACTOR RELATIONS

Project Manager's Responsibility and Authority. All work shall be done under the general supervision of the project manager or his designee(s). The contractor shall bear all responsibility for, and have all control over, in accordance with the bid specifications, the means, methods, techniques, sequences and procedures of the work and safety precautions or programs, and the project manager shall not have control over, nor bear responsibility for same. Nor will the project manager have control over nor bear responsibility for the acts or omissions of the contractor, sub-contractors, their agents, or employees, or for failure of any of these to carry out the work in accordance with the contract documents. The project manager has the right to reject work that does not conform to the contract documents. The project manager shall decide any and all questions which may arise as to the quality and acceptability of work performed, rate of progress of work, and all questions as to the acceptable fulfillment of the Contract on the part of the contractor.

Project Manager's Decisions. All claims of the contractor shall be presented to the project manager for decision that shall be made in writing within a reasonable time. All decisions of the project manager shall be final except in case which time and/or financial considerations are involved, which may be subject to rulings from the City Attorney.

Suspension of Work. The project manager shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or other such conditions as are considered unfavorable for the prosecution of work, or failure on the part of the contractor to carry out the provisions of the contract. The contractor shall not suspend operation without the project manager's permission.

Subcontracts. As specified by the contract documents the contractor shall submit in writing to the City the names of the subcontractors proposed for the work. The contractor is responsible to the City for the acts and omissions of his subcontractors, and of their direct and indirect employees, to the same extent, as he is responsible for the acts and omissions of his employees. The contract documents shall not be construed as creating any contractual relationship between any subcontractor and the City. The contractor shall bind every subcontractor by the terms of the contract documents.

Oral Agreements. No oral order, objections, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the contract documents and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, or modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

B. CARE OF EXISTING STRUCTURES

The contractor shall be liable for all damage done to any structure arising through his operations. He shall take care of and maintain all retaining walls, sewers, water service, drains, and culverts encountered in the performance of the work. The contractor shall repair all damage done to any of the said structures through his acts or neglect and shall keep them in repair during the life of the contract. He shall in all cases leave them in as good condition as they were prior to the commencement of the work.

Care shall be taken not to move, without the consent of the City Engineer, any sewers, drains, culverts water service, pipes, poles or other structures.

C. EXISTING UTILITIES

Contractor's attention is directed to the possible existence of utility services and other underground improvements. All reasonable precautions shall be taken to preserves and protect any such improvements. The contractor shall notify the project manager and Underground Service Alert companies of proposed locations and times for any and all excavations.

1. Prevention. Contractor shall be responsible for locating and preventing damage to known utilities. The contractor shall notify the owners of all utilities and substructures not less than forty-eight (48) hours prior to working in the vicinity of any such facility. In addition, the contractor shall request that the owners' pothole or otherwise expose all non-City owned high-risk underground facilities. If damage occurs to a known utility, the contractor shall repair utility at no additional expense to the City of Visalia.

2. Damage. If damage occurs to an unknown utility, the contractor shall repair the utility. An equitable adjustment will be made in accordance with work performed. Contractor is to furnish written quotation prior to commencement of work.

3. Connections. The contractor shall not make connection to, or draw water from, any hydrant or pipeline without first obtaining permission of the public or private authorities having jurisdiction over the use of said fire hydrant or pipeline, and from the private or public agency owning the affected water system. For each such connection made, the contractor shall first attach to the fire hydrant, or pipeline, a valve and a meter, if required by said authority, of a size and type acceptable to said authorities and agency. The contractor will be granted privilege to draw water from an authorized point of connection as needed for proper execution of said contract.

D. LABOR

The contractor must provide sufficient supervisory and working personnel to accomplish all work included in this contract satisfactorily and on schedule. All personnel are to be physically able to perform their work. Only workmen thoroughly familiar with their line of work will be employed on the job. Any overseer, superintendent, laborer, or other person employed on the work by the contractor, who shall perform his work in a manner contrary to these specifications, or refuses to carry out the orders of the owner, shall be discharged immediately, and such persons shall not again be employed on the work.

Qualifications of Employees

1. Ensure that employees are physically qualified to perform their assigned duties in a safe manner.

2. The contractor and all employees shall conduct themselves in a proper and efficient manner so as to cause the least annoyance to the public. The project manager may require the contractor to remove any careless, incompetent, or objectionable employees whose continued presence is judged to be not in the City's best interest.

3. Do not allow employees to work whose ability or alertness is impaired because of drugs, fatigue, illness, intoxication, or other conditions that may predispose them to injury.

4. Operators of vehicles and equipment shall be able to understand signs, signals, and operating instructions, and be capable of operating such equipment. Contractor shall provide operating instructions for all equipment. Newly hired employees shall be individually tested by an experienced operator or supervisor to determine if they are capable of safely and efficiently operating equipment. All operators of vehicles and equipment shall be properly licensed and shall operate vehicles used in the performance of the contract in a safe and prudent manner.

E. USE OF CITY PERSONNEL AND EQUIPMENT

City of Visalia shall not furnish personnel to assist the contractor in performance of the contract. The contractor understands that any offers of assistance by City Personnel are unauthorized and the contractor shall not accept such offers.

City of Visalia shall not furnish any equipment to assist the contractor in performance of the contract except for Toro Sentinel irrigation controller remotes and keys needed for landscape maintenance. If the remote and keys need to returned before the final day of the contract or the last months payment will be withheld and or amount for replacements deducted.

Contractor understands that any offers by City of Visalia Personnel to use City equipment for loading, processing, and disposal of the property are unauthorized and the contractor shall not accept such offers.

Contractor shall be billed for City personnel labor, equipment, and materials whenever City forces are called upon to repair damage caused by the contractor in the performance of work associated with this contract.

F. MATERIALS

Contractor shall furnish and use, at his own expense, all materials, labor, tools, equipment and transportation necessary to provide contractual Landscape Maintenance for the areas identified in this RFB.

All vehicles utilized to carry out contracted work for the City shall be in compliance with the State of California emission inspection program.

X. MEASUREMENT AND PAYMENT

A. BILLING AND PAYMENTS

Contractor is fully responsible for assuring that all services arising from the agreement are billed the correct and applicable contract rate. The contractor is required to establish and maintain a process to monitor its billing practices and will refund all over-charges that may occur. The City will routinely audit bills generated.

In connection with any cash discount offered, time will be computed from the date of complete delivery of the service as specified, or from the date correct invoices are received, if that date is later than the date of delivery. For the purposes of earning the discount, payment is deemed to be made on the date of the mailing of the City check.

B. MEASUREMENT AND PAYMENT

The contractor will be paid monthly in arrears for work satisfactorily performed under this contract. After completed work has been inspected and approved, payment will be made in no more than thirty (30) working days.

Contractor's monthly invoice must include:

- A signed Landscape Inspection sheet,
- signed monthly meeting sheet,
- signed irrigation schedule,
- a signed chemical usage report sheet, and
- a proposed chemical application sheet

C. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

The City may withhold a sufficient amount of any payment otherwise due to the contractor to cover:

- Payments that may be past due and payable for just claims for labor or materials furnished in and about the performance of the work under this contract and as a result of contractor's failure to properly make payments to its subcontractors or suppliers.

- Claims filed or reasonable evidence indicating the probable filing of claims. The City shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been withheld pursuant to this subsection, to the party or parties who are entitled to payment therefrom. The City will render to the contractor a proper accounting of all such funds disbursed on behalf of the contractor.

- Work required in the specifications which is not performed or is incomplete or for defective work not remedied.

- When Contractor is out of compliance with the requirements of the maintenance agreement, an appropriate downward adjustment in contractor's payment shall be made. Downward adjustments will be made for incomplete and /or unsatisfactory work or non-performance based on a percentage of the estimated cost to the City for each area maintained by the Contractor. See tables below which list the cost adjustment percentage. The Area Cost Estimate used by the City will be the square footage descriptions contained in Exhibit D-2 (or as that document is amended if additional areas are added during the term of the Agreement) and then adjusted based on the Unit Price provided by the successful bidder.

Areas with Planters and Turf:

Area Cost Estimate	Trash/Debris	Turf	Planters	Trees	Irrigation	Utilities Clear
	5%	25%	20%	25%	15%	5%

Areas with only Planters:

Area Cost Estimate	Trash/Debris	Planters	Trees	Irrigation	Utilities Clear
	5%	50%	25%	15%	5%

- If an inspection by City indicates an area is out of compliance, the City shall:
    - Notify the Contractor in writing of the area that the inspection showed was incomplete or unsatisfactory,
    - Describe the reason why the inspection listed the area as incomplete or unsatisfactory,
    - List the amount that the City will withhold if the area is not brought into compliance, and
    - List a date that re-inspection by the City shall occur.

- If the area is not brought into compliance by the re-inspection date or the matter otherwise resolved, the City shall withhold the stated amount for the incomplete and/or unsatisfactory work from the next payment processed by the City.

- If the corrections are not made by the Contractor, the City may, in the sole discretion of the City, have the out of compliance area brought into compliance by City forces or by a third party and charge the expense to the Contractor in lieu of a payment adjustment.

- The City reserves the right to assess a $100 liquidated damage assessment per incident over and above the cost to correct the unsatisfactory condition for failure to perform any part of the work covered in this contract. Because it is difficult to estimate the potential costs to the City in responding to resident complaints over such conditions, $100 is set as a reasonable estimate of potential costs to the City in responding to a failure by the Contractor.

D. EXTRA WORK

The contractor shall do no extra work except upon written order from the City. For such extra work the contractor shall receive payment as agreed upon in writing. The contractor shall furnish the project manager with report sheets in duplicate for each day's extra work no later than the working day following the performance of said work. After comparison with the project manager's records, any necessary adjustments shall be made. The reports shall be signed by both parties before they become a basis of payment for the work performed. Payment for extra work shall be made at the unit price or lump sum previously agreed upon by the contractor and the project manager.

XI. LEGAL RESPONSIBILITIES & SPECIAL PROVISIONS

A. ASSIGNMENT

No assignment by the vendor of the contract or any part hereof, or of funds to be received thereunder, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet, or transferred.

B. TERMINATION OF CONTRACT

1. This contract may be terminated without cause by the City, in whole or in part, by giving the contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

2. If the contractor shall fail to provide services or perform unsatisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice. Termination for cause may result in a contractor being considered a non-responsible bidder in future bids for services under the City of Visalia Purchasing Policy and Procedures.

3. Any assignment, subletting, or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall cause be for the City to immediately terminate the agreement for default.

4. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

5. In the event of termination, Contractor shall be entitled only to payment for work performed to date, less any costs paid by the City to bring areas contractor was terminated from back up to standards deemed acceptable by the Project Manager.

C. RIGHTS AND REMEDIES OF CITY FOR DEFAULT

In the case of default by contractor, and at the option of the City, the City may procure landscape maintenance service from another source, or sources, and may recover the loss occasioned thereby from any unpaid balance due the contractor. The prices paid by the City shall be considered the prevailing market price at the time service is delivered.

D. PERMITS AND LICENSES

Possession of a City of Visalia Business Tax Certificate is not required to submit a bid in response to this invitation. However, contractor, and all subcontractors, shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326. No payment on the contract will be made until such license

is obtained. **Contractor must possess all required State, Federal, and local licenses as it pertains to the scope of work of this RFB. Awarded Bidder must hold:**

- A C-27 Landscape Contractor's License,
- A Pesticide Applicator's License (QAL category "B"), and
- A valid Maintenance Gardener Pest Control Business License.
- A valid Department of Industrial Relations (DIR) Registration Number (as mentioned previously)
- A valid City of Visalia Business Tax Certificate (as mentioned in Section E)

- Awarded Bidder must also obtain a valid City issued encroachment permit to work in City Right of Way

E. EQUAL EMPLOYMENT OPPORTUNITY

Attention of the bidder is particularly called to the requirement for ensuring that employees, and applicants for employment, are not discriminated against because of their race, color, national origin, ancestry, religion, physical or mental disability, marital status, political affiliation, or gender. Such affirmative action shall include, but not be limited to, the 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. It is understood and agreed that the contractor shall comply with all requirements, when applicable, of the California Fair Employment Practices Commission and provisions, when applicable, of all Federal, State of California, County of Tulare and City of Visalia laws and ordinances, in performance of fulfilling this agreement.

F. ETHICS IN PUBLIC CONTRACTING

Each offeror, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the offeror certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other offeror in connection with the offer; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The offeror further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

G. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to the award of any contract, the potential contractor may be required to certify in writing to the Purchasing Manager that no relationship exists between the contractor and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

H. PREVAILING WAGES & LABOR LAWS

Consultant must comply with State and Federal Regulations that apply to this contract, including Prevailing Wage requirements as applicable. Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations.

Labor Laws. The contractor, and all subcontractors, suppliers, and contractors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Contractor shall also adhere to the requirements of State Labor Code Sections 1810 and 1815 pertaining to working hours and overtime rates of pay. The contractor or any subcontractor performing work or subcontracting to do any of the work contemplated by this contract shall comply with existing Labor Codes regarding employ of aliens except under extraordinary emergencies (Section 1851.5, 1850 to 1854).

I. INSURANCE AND INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the City of Visalia, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with contractors (or contractors subcontractors, if any) performance or failure to perform, under the terms of this contract; except to the extent those which arise out of the negligence of the City of Visalia.

Without limiting the City of Visalia's right to indemnification, it is agreed that contractor shall secure prior to commencing any activities under this contract, and maintain during the term of the contract, insurance coverage as follows:

1. Workers' Compensation insurance as required by California statutes.

2. 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 coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Comprehensive Automobile Liability coverage with a combined single limit of not less that One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this contract shall contain the following clause:

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Purchasing Department, City of Visalia, 707 W. Acequia, Visalia, CA 93291."

In addition, the commercial general liability and comprehensive automobile liability policies required by this contract shall contain the following clauses:

> "It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

> "The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under this contract with the City of Visalia."

J. PUBLIC CONVENIENCE AND SAFETY

The contractor shall at all times so conduct his work as to insure the protection of persons and property in a manner satisfactory to the City. The contractor agrees that he shall maintain the work site and adjacent areas thereto, including all rights-of-way, in a reasonable, secure, and safe manner during the course of work.

Traffic and Access. The contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic, vehicular and pedestrian, and inconvenience to the general public and the residents in the vicinity. The contractor shall notify the occupants of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access. No overnight closure of any driveway will be allowed except as permitted by the owner. When working in City Right of Way, the Contractor shall comply with

the California Department of Transportation, Manual of Uniform Traffic Control Devices that specifies safety procedures that protect the Contractor's employees and the driving public.

Street Closures and Detours. Street closures will not be allowed except as specifically permitted by the City and the proper governmental authority. The contractor shall prepare any traffic control or detour plans that may be required as directed by the City of Visalia.

K. SAFETY ORDERS

The contractor shall comply with the provisions of any ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.

Contractor shall agree that all material delivered and services rendered under this bid complies, as applicable, with the Occupational Safety and Health Act of 1970 (or latest revisions), including all applicable amendments thereof, the State of California Industrial Safety Act, and regulations issued thereunder and the Williams-Steiger Federal Occupational Safety and Health Act, and certifies that all items furnished under this bid will conform and comply with the indemnification and hold harmless clause for all damages assessed against Buyer as a result of contractor's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this Order to so comply. This guarantee is in addition to, and not intended as a limitation on, any other warranty, expressed or implied.

In case of conflicts between Federal, State, and local safety and health requirements, the most stringent shall apply. Failure to comply with the requirements of this section and related sections may result in suspension of work.

L. HAZARDOUS WASTE

Contractor shall notify the project manager immediately if any hazardous materials are found on site.

M. DUST ABATEMENT

The contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying buildings in the vicinity. The contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the contractor is relieved of further responsibility by the project manager. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the various prices named in the bid sheet for completion of the work.

N. NOISE LEVELS

Contractor shall comply with the City of Visalia's Municipal Code, Title 8 Health and Safety, Chapter 8.36 Noise. The City of Visalia Municipal Code can be found at http://www.visaliapurchasing.org.

O. PERSONNEL PROTECTIVE EQUIPMENT

Meet requirements of NIOSH (National Institute for Occupational Safety and Health), and SHA (Mining Safety and Health Act of 1977), where applicable, as well as ANSI (American National Standards Institute.)

P. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Q. COMPLIANCE WITH LAWS

Contractor shall, in the performance of work under this contract, fully comply with all applicable Federal, State or Local laws, rules regulations or ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

R. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

S. FIREARMS

Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

T. EXECUTIVE ORDER N-6-22 – Russia Sanctions Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Name of Bidding Agency:_____

EXHIBIT 'A' BID FORM
CITY OF VISALIA, CA
RFB-22-23-09, LANDSCAPE MAINTENANCE OF QUADRANT D

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-05 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, appurtenances, and incidentals required to perform Landscape Maintenance Service as set forth in accordance with the specifications, terms and conditions of RFB-22-23-05 including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERs, Scope of Work and all contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that prices bid include all labor, materials, equipment, transportation, fuel, tools, appurtenant expenses, taxes, permits, licenses, royalties, fees and all costs associated with performing the work described in the bidding documents including all exhibits and attachments.

BIDDER hereby agrees to execute a contract and provide insurance and a performance bond within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading weekly certified payrolls to the Labor Commissioner.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

The quantities given on the Bid form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly, or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

The City will determine the lowest bidder by the Lowest Total Bid Amount for Level A Service.

Award will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria required. The City reserves the right to award the contract at a service level deemed appropriate for the areas in the Quadrant. The resulting contract award may be one of the following:

- All areas of the Quadrant at Level A;
- All areas of the Quadrant at Level B;
- All areas of the Quadrant at Level C; or
- A combination of Service Levels deemed appropriate for each area of the Quadrant

Once awarded, the City reserves the right to increase or decrease the Level of Service in any area(s) of the Quadrant, through a contract amendment, according to the Contractor's bid pricing. The City also reserves the right to add or delete areas from this contract if needed. Any added or deleted areas will cause a price adjustment to contract. Price adjustments will be based on the Contractor's unit price for the Level of Service being provided to

the specific area. Any new areas that may be added shall be maintained to the same standards required by the specifications of the Service Level for that specific area.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form

All bids will be checked for accuracy. In the case of discrepancy in amounts bid, the unit cost shall prevail as basis for award.

LANDSCAPE MAINTENANCE OF QUADRANT D, PER SPECIFICATIONS OF RFB-22-23-05

Level A Service Service once per week (52 times annually)	**Quantity (Sq. Footage)**	**X**	**Unit Cost (Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	343,511 sq. ft.	X	$_____/sq. ft.	=	$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	337,540 sq. ft.	X	$_____/sq. ft.	=	$_____
			Total Monthly for Level A Service		$_____

Level B Service Service at two-week intervals (26 times annually)	**Quantity (Sq. Footage)**	**X**	**Unit Cost (Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	343,511 sq. ft.	X	$_____/sq. ft.	=	$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	337,540 sq. ft.	X	$_____/sq. ft.	=	$_____
			Total Monthly for Level B Service		$_____

Level C Service Service once per month (12 times annually)	**Quantity (Sq. Footage)**	**X**	**Unit Cost (Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	343,511 sq. ft.	X	$_____/sq. ft.	=	$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	337,540 sq. ft.	X	$_____/sq. ft.	=	$_____
			Total Monthly for Level C Service		$_____

Alternate Bid Item: Contractor's Hourly Rate	
Applicable only to major repairs or Extra Work as authorized by Project Manager.	$_____per hour

_____

Bidding Company's Name Business Address City State Zip

Name of Bidding Agency:_____

_____

Authorized Signature Date Printed Name of Person Authorized to sign

_____

Telephone No. Fax No. Email Address

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO: _____

(A City Business License is not required to submit a bid; however, vendor is required to obtain a City Business License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326

FEDERAL TAX I.D. NO: _____

BIDDING CONTRACTOR'S D.I.R. REGISTRATION #_____

BIDDER HAS SUBMITTED THE FOLLOWING WITH BID:

10% Bid Guarantee Bond	Yes_____	No_____
Pesticide Applicator's License (QAL) Category "B"	Yes____	No_____
Valid Maintenance Gardener Pest Control Business License	Yes_____	No_____

If Bidder is subcontracting this work to any entity holding a Pesticide Applicator's License (QAL category B) and a valid Maintenance Gardener Pest Control Business License. Bidder must properly identify all Subcontractors on the Subcontractor Listing Form submitted at time of bid. All Subcontractors must be DIR Registered and maintain registration in order to perform work under this contract.

Failure to submit the above REQUIRED items may result in disqualification of bid.

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom bidder intends to procure insurance, i.e., describe your insurance coverage, including the name of your carrier.

Company Name	Address	Tel. No.	Contact

Name of Bidding Agency:_____

REFERENCES

Bidder is to list **three (3)** accounts as references, complete with locations, that Bidder has maintained for **at least three (3) years** and **are similar in size and characteristics to those listed in this RFB.**

1. _____
Company Name Contact Person Phone Length of Contract

_____
Description and Location of area(s) maintained.

2. _____
Company Name Contact Person Phone Length of Contract

_____
Description and Location of area(s) maintained.

3. _____
Company Name Contact Person Phone Length of Contract

_____
Description and Location of area(s) maintained.

SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113 inclusive of the Public Contract Code of the State of California, the undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the consent of the City and the approval of the project manager. If additional space is needed, please attach on a separate sheet of paper.

1. _____
Name Address Email

_____
CSLB # Expires Trade DIR Registration #

2. _____
Name Address Email

_____
CSLB # Expires Trade DIR Registration #

3. _____
Name Address Email

_____
CSLB # Expires Trade DIR Registration #

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name:_____ Business Address:_____

Signature: _____Date:_____

Name of Signing Official (Print or Type):_____

Title of Signing Official: _____ Company Seal (if any):

CERTIFICATE OF NONSEGREGATED FACILITIES (BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official (Print or Type) :_____

Title of Signing Official: _____Company Seal (if any):

BID GUARANTEE

Known all men by these presents:

That we, _____ as principal and _____ as surety, are held and firmly bound unto the City of Visalia (obligee) in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of $_____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at _____ on _____ for improvement of

Invitation to Bid No. **22-23-09**

Project: **Landscape Maintenance of Quadrant I in Visalia, CA**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 2023

Company (Principal): _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official: _____Title:_____

Company Seal (if any):

Company (Surety): _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official: _____Title:_____

Company Seal (if any):

Note: Signatures of those executing for the surety must be properly acknowledged.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____ Date:_____

Company Seal (if any):

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On this _____ day of _____before me, _____, a Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

CITY OF VISALIA, CA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm Address: _____

List the names of all principals, partners, and/or trustees.

For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Submitted by: Name _____

Date _____

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ( )
TITLE OF PERSON SIGNING	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000 over the life of the contract (up to 5 years).

Signature:_____ Printed Name:_____

Title:_____ Agency Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

EXHIBIT "C", Sample Contract – do not submit with Bid
ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE
OF QUADRANT D
(City of Visalia Bid No. 22-23-05)

This Agreement, entered into and effective this _____ day of _____, 2023 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires to enter into an annual contract for Landscape Maintenance which was let to bid on _____ as evidenced by Bid No. 22-23-05 (the "Project"); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified, and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the CITY's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods.

CITY will be presumed to request renewal unless the CITY delivers a thirty (30) day written notice of non-renewal to the CONTRACTOR prior to the renewal date.

If the CONTRACTOR decides not to consent to renewal by the CITY, then CONTRACTOR must provide the CITY with written notice of non-renewal at least sixty (60) days prior to the renewal date.

Additionally, this Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR **fifteen (15) days'** written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds. Contractor shall be entitled only to payment for work performed to date, less any costs paid by the City to bring areas contractor was terminated from back up to standards deemed acceptable by the Project Manager.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT	DESCRIPTION
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFB-22-23-05, Landscape Maintenance of Quadrant D, including all attachments and addenda
Attachment 4	CONTRACTOR's bid in response to Bid No. 22-23-05

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates (if any) ("Scope of Services"):

All work described in Scope of Services in Bid No. 22-23-05.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced (monthly)	As requested by Contractor (monthly)

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The

adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

Total Compensation:	$ Not to exceed Contractor's stated bid prices
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____ By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By: _____
City Manager

Dated: _____ By: _____
City Attorney

Dated: _____ By: _____
City of Visalia Risk Manager

Dated: _____ By: _____
City of Visalia Project Manager

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	CONTRACTOR
	_____
707 W. Acequia Ave.	_____
Visalia, CA 93291	_____
Attention: City Clerk	Attention: _____

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

J. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

K. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

M. **City Ordinance:** Contractor shall follow all rules and regulations regarding the City of Visalia Ordinances. Any fines resulting from not following the City's ordinance, including but not limited to the City's Water Conservation Ordinance, will be the sole responsibility of the Contractor.

N. **Executive Order N-6-22 – Russia Sanctions** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit "C"
Attachment 2
INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury;
      (2) personal injury;
      (3) broad form property damage;
      (4) contractual liability;
      (5) cross-liability;
      (6) products and completed operations liability

4. **Other Insurance Provisions.**
   If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**
   All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

   a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

City of Visalia, CA
707 West Acequia Ave., Visalia, CA 93291

Purchasing Division
Tel: (559) 713-4334 Fax: (559) 713-4801

REQUEST FOR BIDS
RFB-22-23-05
ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE OF QUADRANT D

ADDENDUM NO. 2

Issued: Monday, July 3, 2023
Bids Due: 11:00 A.M. on Friday, July 7, 2023

This Addendum is being issued to make changes to the bid specifications, provide additional information and provide a REVISED bid form. This addendum becomes part of the RFB 22-23-05 bid document and must be signed and submitted with proposal.

ITEM 1: LANDSCAPE AND LIGHTING MAINTENANCE ACREAGE POLICY
The City of Visalia enacted a Landscape and Lighting Maintenance Acreage Policy which applies to all Landscape and Lighting Maintenance Districts (Quadrants). This policy became effective June 19, 2023.

Landscape and Lighting Maintenance Acreage Policy
The objective of this policy is to achieve a high level of service for each City managed Landscape and Lighting District by following the parameters set forth.

1. Contractors will be allowed to bid on and maintain up to 60-acres of Landscape and Lighting Districts for the City of Visalia.

2. Contractors that have reached the Landscape and Lighting District 60-acre maintenance limit will be allowed to maintain acreage over 60-acres only when that overage is added to an existing landscape maintenance contract due to new construction or the reorganization of a new maintenance district.

   This exception will only apply for the duration of the current maintenance contract.

3. Landscape Maintenance contractors are limited to a maximum of 60-acres of territory in the City of Visalia. If a Contractor is not yet at the 60-acre threshold and wishes to bid on additional acreage the Contractor may bid on those. If, however, said Contractor is the lowest bidder for various Quadrants and award of those Quadrants would push his acreage over the threshold of 60-acres, the Contractor will be allowed to select which Quadrant he wishes to be awarded, and that would keep the contractor at, or below the 60-acre limit. The remaining Quadrants will be awarded to the 2nd lowest bidder (provided that Bidder is also under the 60-acre threshold and meets all other specifications)

4. Bids received from contractors to maintain additional Landscape and Lighting Districts that currently have Landscape and Lighting District maintenance contracts with the City of Visalia will not be accepted if the acreage places the contractor over the 60-acre limit.

ITEM 2: 10-DAY WAGE CHECK
There have been no changes in the State Prevailing Wages that were originally posted with this bid document.

ITEM 3: SUBMIT WITH BID

- As a reminder, Bidder's are required to submit the following items with bid:

  10% bid guarantee bond
  Copy of Pesticide Applicator's License (QAL) Category B
  Copy of Valid Maintenance Gardener Pest Control Business License

- If Bidder is subcontracting this work to any entity holding a Pesticide Applicator's License (QAL category B) and a valid Maintenance Gardener Pest Control Business License, the Bidder must properly identify the subcontractor on the Subcontractor Listing Form with the bid. All Subcontractors must be DIR Registered and maintain registration to perform work under this contract.

- Bids must be submitted in a sealed envelope, clearly marked as follows:

From: Bidder's name and mailing address

To: Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93292

In lower left-hand corner or envelope write or type:
Sealed Bid for RFB-22-23-05, Quadrant D Landscape Maint.
Bid Deadline: **Friday, July 7, 2023 at 11:00am**

ITEM 4: CHANGES TO SPECIFICATIONS

Pg. 7, V. Scope of Work/Services, Paragraph 2 <u>currently reads</u>:

<u>LEVELS OF SERVICE</u>
The City of Visalia prefers the highest level of service for all areas of the Quadrant, however the City reserves the right to determine which level of service (frequency of service) will be assigned to each area in every Quadrant. Available funding in each Quadrant will determine the level of service assigned to each particular area of the Quadrant. The City of Visalia may find it necessary to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant. Thus, the Bidder shall provide pricing for all Levels of Service where indicated on bid form.

Service Level	Frequency of Service	Number of Services Annually
A	Once per week intervals	52
B	Two-week intervals	26
C	Once per month intervals	12

And shall be changed to read:

LEVELS OF SERVICE

The City of Visalia prefers the highest level of service for all areas of the Quadrant. Most areas in all Quadrants have funding that can support the highest level of service. However, there are rare instances when the available funding in a particular area of a Quadrant will require the City to reduce the costs for that area by reducing the level of service (frequency of service) for that area. Therefore, the City of Visalia reserves the right to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant when City deems necessary.

The City will provide the Contractor with 30 days advance written notice listing the area and square footages for which service shall be reduced and the effective day of service reduction. City will also automatically reduce the contract payment amount for those specific areas according to the table below which shows the reduction for Level B and Level C.

Service Level	Frequency of Service	Number of Services Annually	Percentage by which Contractor's price will be reduced
A	Once per week intervals	52	-
B	Two-week intervals	26	25%
C	Once per month intervals	12	33%

ITEM 5: REVISED BID FORM

Pages 38 and 39 of the original bid document (bid form) have been revised. Bidder is to remove the original pages and replace with pages 4 and 5 of this addendum. Bidder must also submit pages 40-57 of the original bid document as well as the items listed in Item 3, above.

Name of Bidding Agency:_____

REVISED EXHIBIT 'A' BID FORM
CITY OF VISALIA, CA
RFB-22-23-05, LANDSCAPE MAINTENANCE OF **QUADRANT D**

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-05 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, appurtenances, and incidentals required to perform Landscape Maintenance Service as set forth in accordance with the specifications, terms and conditions of this Request for Bid, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERs, Scope of Work and all contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that prices bid include all labor, materials, equipment, transportation, fuel, tools, appurtenant expenses, taxes, permits, licenses, royalties, fees and all costs associated with performing the work described in the bidding documents including all exhibits and attachments.

BIDDER hereby agrees to execute a contract and provide insurance and a performance bond within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading weekly certified payrolls to the Labor Commissioner.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that the quantities given on the Bid form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly, or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

The City will determine the lowest bidder by the Lowest Total Bid Amount for Level A Service.
Award will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria required. Resulting contract may be awarded at:

- Level A service for all areas, or
- Level A service for some areas with specific areas at Level B or C Service if deemed appropriate by the City.

BIDDER understands that once contract is awarded, the City reserves the right to further increase or decrease the Level of Service in any area(s) of the Quadrant, which will result in a corresponding increase

or decrease to the contract amount as specified in the RFB. The City will provide the Contractor with 30 days advance written notice when Level of Service is being changed.

The City reserves the right to add or delete areas (square footage) from this contract if needed. Any added or deleted areas will cause a price adjustment to contract. Price adjustments will be based on the Contractor's unit price for the Level of Service being provided to the specific area.

Any new areas that may be added shall be maintained to the same standards required by the specifications of the Service Level for that specific area.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

All bids will be checked for accuracy. In the case of discrepancy in amounts bid, the unit cost shall prevail as basis for award.

LANDSCAPE MAINTENANCE OF QUADRANT D, PER SPECIFICATIONS OF RFB-22-23-05

Level A Service Service once per week (52 times annually)	**Quantity** **(Sq. Footage)**	**X**	**Unit Cost** **(Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	343,511 sq. ft.	X	$_____/sq. ft.	=	$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	337,540 sq. ft.	X	$_____/sq. ft.	=	$_____
Total Monthly for Level A Service					$_____

Alternate Bid Item: Contractor's Hourly Rate	
Applicable only to major repairs or Extra Work as authorized by Project Manager.	$_____per hour

_____

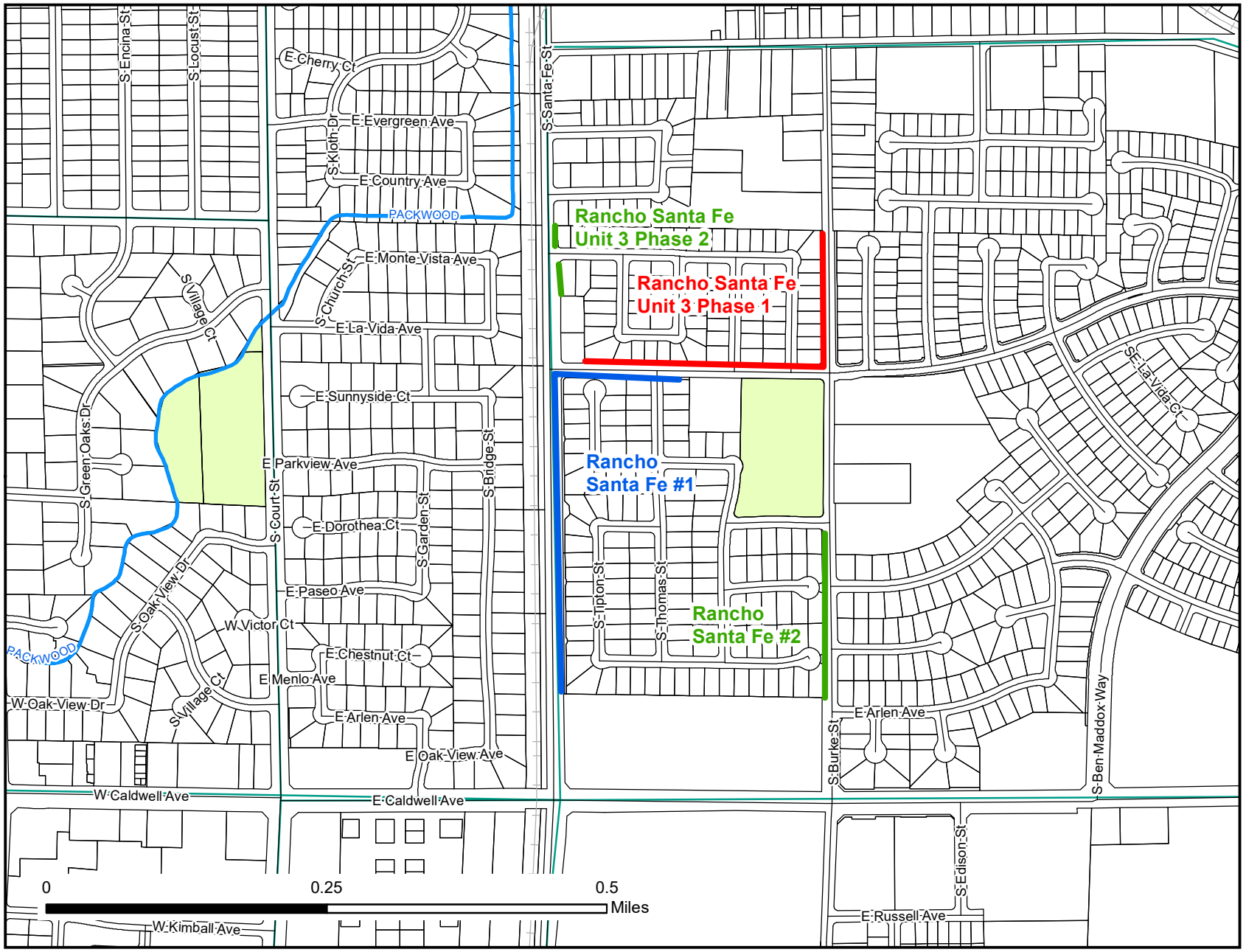
Bidding Company's Name Business Address City State Zip

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334
BIDDER to sign and submit with PROPOSAL

Firm: _____ Date: _____

By: _____
Bidder's Signature

City of Visalia L&L District D



City of Visalia
District D

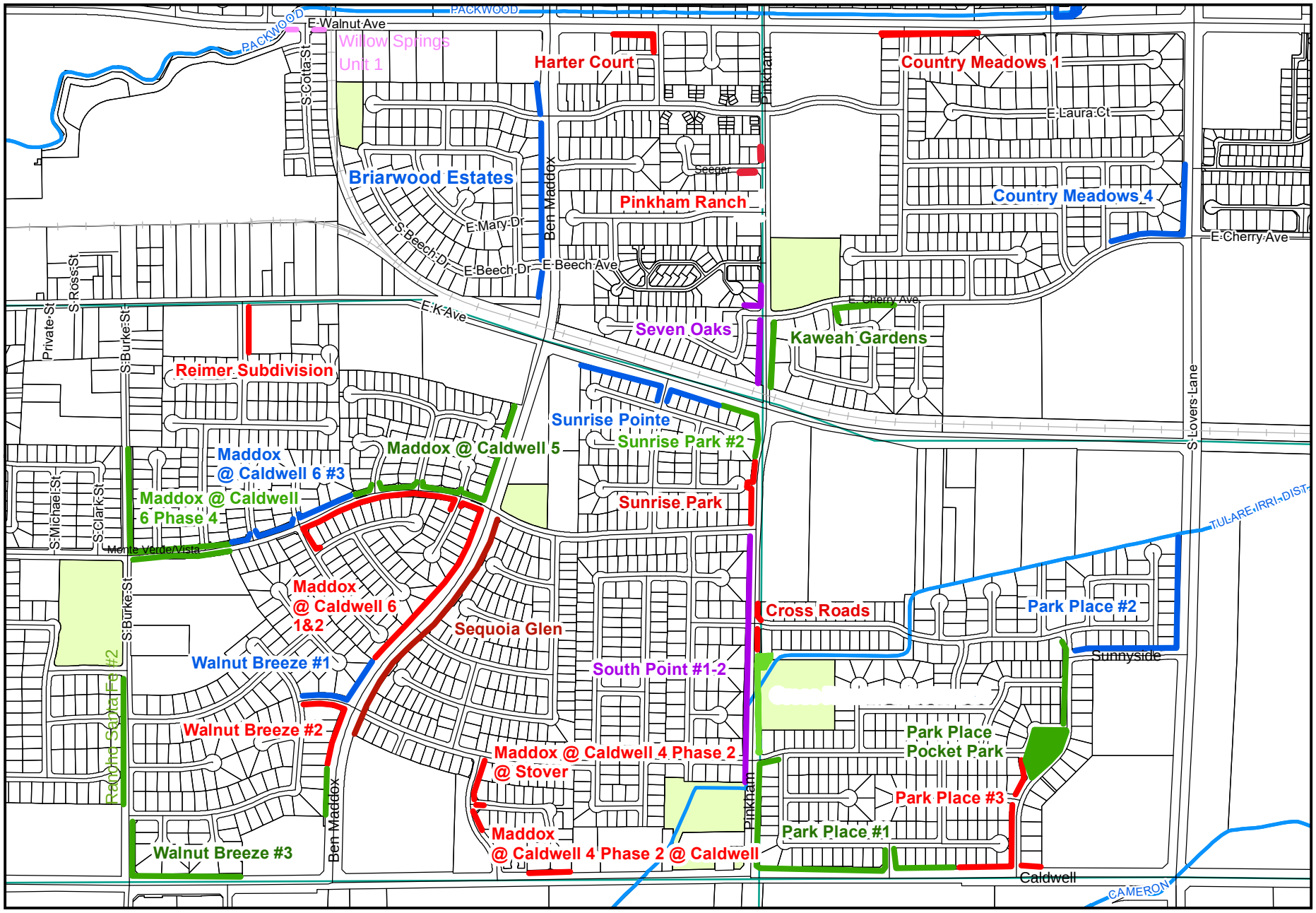
Legend

- Railroad
- Waterways
- basins
- Waterways
- Parks

N

R. Conaway 12/19
1:8,000

City of Visalia L&L District D



0 0.25 0.5 Miles

City of Visalia
District D
Perfect Care

Legend

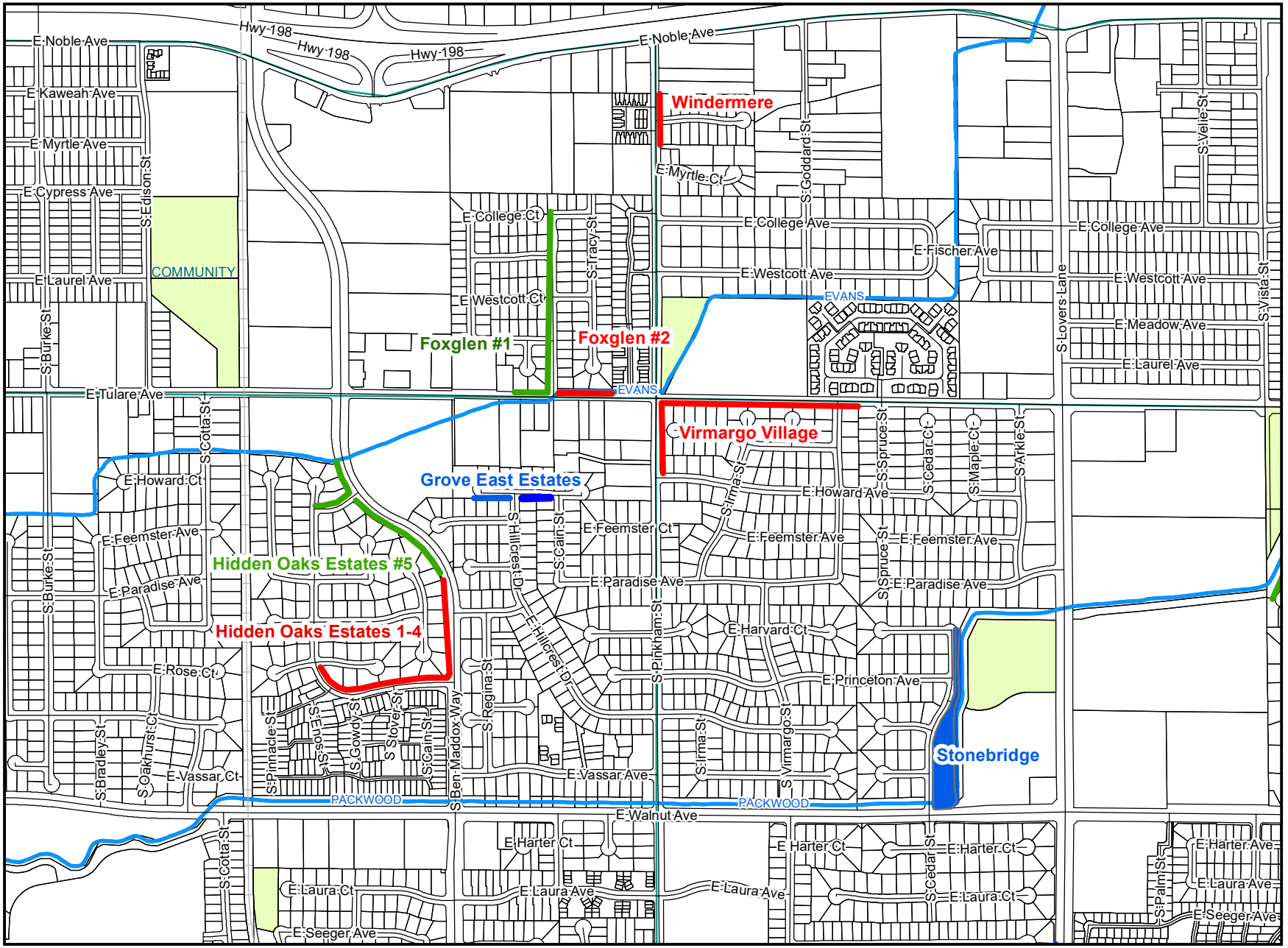
- Railroad
- Waterways
- Parcels
- basins
- Waterways
- Parks

N

R. Conaway 12/19
1:10,000

Page 2

City of Visalia L&L District D



City of Visalia
District D

Legend

- Railroad
- Waterways
- basins
- Waterways
- Parks

N

1:11,000

LANDSCAPE MAINTENANCE OF QUADRANT D

Quadrant D	681,051	Total Sq. Ft.
Area Description	Turf Sq Ft	Planter Sq. Ft.
Briarwood	11,600	9,535
Country Meadows #1	5,700	4,100
Country Meadows #4	7,490	9,960
Crossroads	2,440	1,345
Foxglenn #1	11,630	1,170
Foxglenn #2	7,300	6,100
Grove East Estates	-	4,752
Harter Court	-	5,315
Hidden Oaks #1-#4	18,268	8,975
Hidden Oaks #5	11,700	7,200
Kaweah Gardens	2,100	9,920
Maddox @ Caldwell #4 ph #2 @ Caldwell	7,600	5,400
Maddox @ Caldwell #4 ph #2 @ Stover	7,050	6,313
Maddox @ Caldwell #5	12,100	14,200
Maddox @ Caldwell #6 ph #1 & 2		24,735
Maddox @ Caldwell #6 ph #3	-	11,123
Maddox @ Caldwell #6 ph #4		23,070
Park Place #1	13,565	21,260
Park Place #2	8,820	11,430
Park Place #3	6,010	20,540
Park Place #3 - Pocket Park	30,740	-
Pinkham Ranch	1,716	300
Rancho Santa Fe #1	8,750	12,350
Rancho Santa Fe #2	5,860	15,845
Rancho Santa Fe #3	-	20,632
Rancho Santa Fe #3, Phase 2	-	3,446
Reimer Subdivision		7,118
Sequoia Glenn	7,800	5,500
Seven Oaks	5,000	6,970
South Point Estates #1	6,148	2,312
South Point Estates #2	8,675	3,570
Stonebridge Park	80,562	5,000
Sunrise Park	6,850	4,920
Sunrise Park #2	3,283	5,050
Sunrise Point	16,444	13,966
Virmargo Village	11,100	949
Walnut Breeze #1	4,400	4,000
Walnut Breeze #2	2,080	8,080
Walnut Breeze #3	8,130	8,560
Willow Springs Unit 1		1,278
Windemere	2,600	1,251

343,511	337,540	681,051

Name of Bidding Agency: EMTS, Inc.

REVISED EXHIBIT 'A' BID FORM
CITY OF VISALIA, CA
RFB-22-23-05, LANDSCAPE MAINTENANCE OF **QUADRANT D**

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-05 dated: 7/05/2023, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, appurtenances, and incidentals required to perform Landscape Maintenance Service as set forth in accordance with the specifications, terms and conditions of this Request for Bid, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERs, Scope of Work and all contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that prices bid include all labor, materials, equipment, transportation, fuel, tools, appurtenant expenses, taxes, permits, licenses, royalties, fees and all costs associated with performing the work described in the bidding documents including all exhibits and attachments.

BIDDER hereby agrees to execute a contract and provide insurance and a performance bond within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading weekly certified payrolls to the Labor Commissioner.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that the quantities given on the Bid form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly, or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

The City will determine the lowest bidder by the Lowest Total Bid Amount for Level A Service.
Award will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria required. Resulting contract may be awarded at:

- Level A service for all areas, or
- Level A service for some areas with specific areas at Level B or C Service if deemed appropriate by the City.

BIDDER understands that once contract is awarded, the City reserves the right to further increase or decrease the Level of Service in any area(s) of the Quadrant, which will result in a corresponding increase

or decrease to the contract amount as specified in the RFB. The City will provide the Contractor with 30 days advance written notice when Level of Service is being changed.

The City reserves the right to add or delete areas (square footage) from this contract if needed. Any added or deleted areas will cause a price adjustment to contract. Price adjustments will be based on the Contractor's unit price for the Level of Service being provided to the specific area.

Any new areas that may be added shall be maintained to the same standards required by the specifications of the Service Level for that specific area.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

All bids will be checked for accuracy. In the case of discrepancy in amounts bid, the unit cost shall prevail as basis for award.

LANDSCAPE MAINTENANCE OF QUADRANT D, PER SPECIFICATIONS OF RFB-22-23-05

Level A Service Service once per week (52 times annually)	**Quantity** **(Sq. Footage)**	**X**	**Unit Cost** **(Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	343,511 sq. ft.	X	$ 0.02101 /sq. ft.	=	$ 7,217.17 ✓
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	337,540 sq. ft.	X	$ 0.0142 /sq. ft.	=	$ 4,793.07 ✓
Total Monthly for Level A Service					$ 12,010.24 ✓

Alternate Bid Item: Contractor's Hourly Rate	
Applicable only to major repairs or Extra Work as authorized by Project Manager.	$ 55.00 per hour

EMTS, Inc.	2972 Larkin Avenue	Clovis	CA	93612
Bidding Company's Name	Business Address	City	State	Zip

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334
BIDDER to sign and submit with PROPOSAL

Firm: EMTS, Inc. Date: 7/05/2023

By: Darin Sherlock - Regional Operations Manager
Bidder's Signature

Name of Bidding Agency: EMTS, Inc.

Authorized Signature	Date	Printed Name of Person Authorized to sign
	7/05/2023	Darin Sherlock - Regional Operations Manager

Telephone No.	Fax No.	Email Address
direct. 209.316.2915 main o. 559.292.2900	559.292.7756	darins@eliteteamoffices.com luisv@eliteteamoffices.com

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO: BL057428

(A City Business License is not required to submit a bid; however, vendor is required to obtain a City Business License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326

FEDERAL TAX I.D. NO: 26-0860415

BIDDING CONTRACTOR'S D.I.R. REGISTRATION # 1000008208

BIDDER HAS SUBMITTED THE FOLLOWING WITH BID:

10% Bid Guarantee Bond	Yes X	No
Pesticide Applicator's License (QAL) Category "B"	Yes X	No
Valid Maintenance Gardener Pest Control Business License	Yes X	No

If Bidder is subcontracting this work to any entity holding a Pesticide Applicator's License (QAL category B) and a valid Maintenance Gardener Pest Control Business License. Bidder must properly identify all Subcontractors on the Subcontractor Listing Form submitted at time of bid. All Subcontractors must be DIR Registered and maintain registration in order to perform work under this contract.

Failure to submit the above REQUIRED items may result in disqualification of bid.

DESIGNATION OF SURETIES

If we are awarded we will be able to provide one

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom bidder intends to procure insurance, i.e., describe your insurance coverage, including the name of your carrier.

Company Name	Address	Tel. No.	Contact
BONDING Alliant	525 Market Street, Ste. 2900, San Francisco, CA 94105	T. 559-374-3570	Steve Edwards sedwards@alliant.com
SURETY Fidelity	9 E. River Park Place East, Suite 310, Fresno ca 93720	Kim Wilson T. (559) 374-3647	Kim.Wilson@alliant.com
EPIC Insurance	200 S Virginia Street, Suite 450, Reno, NV 89506	T. (775) 954-0405	Deseree Carper deseree.carper@epicbrokers.com

SEE ATTACHED INSURANCE COVERAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Ins. Center
1390 Willow Pass Road, Suite 800
Lic#0B29370
Concord CA 94520

CONTACT NAME: Brianna Orchekowski
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: brianna.orchekowski@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B : National Fire Insurance Co of Hartford	20478
INSURER C : The Continental Insurance Company	35289
INSURER D : Travelers Prop Casualty Co of America	25674
INSURER E :	
INSURER F :	

INSURED
EMTS, Inc.
2972 Larkin Ave
Clovis CA 93612
ELITTEAM

COVERAGES **CERTIFICATE NUMBER:** 702595826 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	7034346627	7/28/2022	11/15/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 15,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
C	AUTOMOBILE LIABILITY	Y	Y	7034346630	7/28/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			CUP7T51039622NF	7/28/2022	11/15/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	WCC334010A	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Elite Team Offices, Inc
Named Insured Schedule
07/28/2022-11/15/2023

- Elite Team Offices, Inc.
- Elite Landscape Construction Inc.
- EMTS, Inc.
- EMTS, Inc. dba Greenscapes
- EMTS, Inc. dba Paysage Landscape
- Elite Private Landscape, Inc.
- Stockbridge General Contracting, Inc.
- Steven Seibert
- Stock Five Holdings
- Grassmasters
- SE Phillip & Holland
- Lokes, Inc.
- 369 Equipment, Inc.
- Lokes Heavy Equipment Rental, Inc.
- Lokes Water Trucks, Inc.

Name of Bidding Agency: EMTS, Inc.

REFERENCES

Bidder is to list **three (3)** accounts as references, complete with locations, that Bidder has maintained for **at least three (3) years** and **are similar in size and characteristics to those listed in this RFB.**

1. City of Fresno | Martin Wendels/Project Manager | 559-621-5390 | 2015 - Present
   Company Name | Contact Person | Phone | Length of Contract
   Citywide Landscape Management and Irrigation
   Description and Location of area(s) maintained.

2. City of Clovis | Eric Aller | 559.324.2600 | 2014 - Present
   Company Name | Contact Person | Phone | Length of Contract
   Citywide Landscape Management and Irrigation.
   Description and Location of area(s) maintained.

3. Clovis Community Medical | Alejandro Torres | t. 559.324.6804 xt 46804 c. 559.259.8460 atorres11@communitymedical.org | 2014 - Present
   Company Name | Contact Person | Phone | Length of Contract
   Maintenance of all landscape and irrigation.
   Description and Location of area(s) maintained.

SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113 inclusive of the Public Contract Code of the State of California, the undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the consent of the City and the approval of the project manager. If additional space is needed, please attach on a separate sheet of paper.

1. n/a | ------ | --------
   Name | Address | Email

   CSLB # | Expires | Trade | DIR Registration #

2. Name | Address | Email

   CSLB # | Expires | Trade | DIR Registration #

3. Name | Address | Email

   CSLB # | Expires | Trade | DIR Registration #

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: EMTS, Inc. dba Elite Maintenance & Tree Service Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature: _____ Date: 6/12/23

Name of Signing Official (Print or Type): Darin Sherlock

Title of Signing Official: Regional Operations Manager Company Seal (if any):

CERTIFICATE OF NONSEGREGATED FACILITIES (BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature: _____ Date: 6/12/23

Name of Signing Official (Print or Type) : Darin Sherlock

Title of Signing Official: Regional Operations Manager Company Seal (if any):

BID GUARANTEE

Known all men by these presents:

That we, EMTS, Inc. as principal and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Visalia (obligee) in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of $ Ten Percent of Bid Amount (10%).

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at Visalia, CA 11:00 a.m. on June 21, 2023 for improvement of

Invitation to Bid No. **22-23-05**

Project: **Landscape Maintenance of Quadrant D in Visalia, CA**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

6th day of June, 2023

Company (Principal): EMTS, Inc.
Business Address: 2972 Larkin Avenue, Clovis, CA 93612

Signature: [signature] Date: 6/12/23

Name of Signing Official: Darin Sherlock Title: Regional Operations Mgr.

Company Seal (if any):

Company (Surety): Fidelity and Deposit Company of Maryland
Business Address: 4 Embarcadero Center, Suite 3740 SanFrancisco, CA 94111

Signature: [signature] Date: June 6, 2023

Name of Signing Official: Kim Wilson Title: Attorney-in-Fact

Company Seal (if any):

Note: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On June 6, 2023 before me, Bonnie Gonzalez, Notary Public, personally appeared Kim Wilson, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2368139
FRESNO COUNTY
My Comm. Exp. July 27, 2025

(Seal)

Signature Bonnie Gonzalez
Bonnie Gonzalez, Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Steven P. EDWARDS, Kim WILSON, Lyn GENITO, Bonnie GONZALEZ, Trey BUSCH, and , of **Fresno, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New ,York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of April, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I, Darin Sherlock, being first duly sworn, deposes and says that he or she is Regional Operations Manager of EMTS, Inc. the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature: [signature]

Name of Signing Official: Darin Sherlock

Title of Signing Official: Regional Operations Manager Date: 7/5/23

Company Seal (if any):

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

see attached

State of California
County of Fresno

On this _____ day of _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On 7/5/23 before me, Desiree Nicole Alvarado, Notary Public
(insert name and title of the officer)

personally appeared Darin Sherlock,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DESIREE NICOLE ALVARADO
Notary Public - California
Fresno County
Commission # 2339227
My Comm. Expires Dec 5, 2024

Signature _____ **(Seal)**

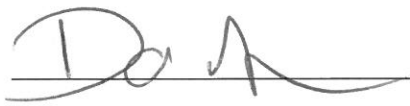
WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature: 

Name of Signing Official: Darin Sherlock

Title of Signing Official: Regional Operations Manager

Date: 6/12/23

Company Seal (if any):

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature:

Name of Signing Official: Darin Sherlock

Title of Signing Official: Regional Operations Manager

Date: 6/12/23

Company Seal (if any):

CITY OF VISALIA, CA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: EMTS, Inc. dba Elite Maintenance & Tree Services

Firm Address: 2972 Larkin Avenue, Clovis, CA 93612

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:

Derik Jakusz - COO E. derikj@eliteteamoffices.com T. (559) 647-8295

Guy Stockbridge - CEO

Submitted by: Name Darin Sherlock - Regional Operations Manager

Date 7/05/2023

EXHIBIT "B-8"
Submit with Bid

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
EMTS, Inc. dba Elite Maintenance & Tree Service	26-0860415
BY(Authorized Signature)	DATE EXECUTED
	6/12/23
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Darin Sherlock	(559) 292-2900
TITLE OF PERSON SIGNING	
Regional Operations Manager	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
2972 Larkin Avenue - Clovis, CA 93612	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

○ The Contractor is not:
(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

○ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

○ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: Darin Sherlock

Title: Regional Operations Manager Agency Name: EMTS, Inc. dba Elite Maintenance & Tree Service

Date: 6/12/23

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

City of Visalia, CA
707 West Acequia Ave., Visalia, CA 93291

Purchasing Division
Tel: (559) 713-4334 Fax: (559) 713-4801

REQUEST FOR BIDS
RFB-22-23-05
ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE OF QUADRANT D

ADDENDUM NO. 1

Issued: Wednesday, June 14, 2023

Bids Due: **11:00 A.M. on Friday, July 7, 2023**

This Addendum is being issued to extend the bid submittal deadline and provide additional information.
This addendum becomes part of the RFB 22-23-05 bid document and must be signed and submitted with proposal.

ITEM 1: EXTENSTION OF BID SUBMITTAL DEADLINE
City staff is currently making changes to the specifications and bid pages. Therefore, the bid submittal deadline has been extended as follows:

Bids are due no later than: 11:00 A.M. on Friday, July 7, 2023

ITEM 2: QUESTIONS/RESPONSES

Q1 Will weekend work be allowed on occasion if the noise ordinance is followed?
Response: Some work may be allowed on the weekend with prior written permission of the Project Manager.

ITEM 3: ADDITIONAL INFORMATION

A. The current rates being paid for the temporary landscape maintenance service contract for Quadrant D is as follows:
Quadrant D $12,908.69 monthly

B. Sign-in sheets from the mandatory pre-bid meetings for Quadrant D are attached.

C. City staff anticipates issuing a subsequent Addendum for this project in the next couple of weeks which will include updated prevailing wages, revised specifications and a revised bid form.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

BIDDER to sign and submit with PROPOSAL

Firm: EMTS, Inc. Date: 7/05/2023

By: Darin Sherlock - Regional Operations Manager
Bidder's Signature

LEVELS OF SERVICE

The City of Visalia prefers the highest level of service for all areas of the Quadrant. Most areas in all Quadrants have funding that can support the highest level of service. However, there are rare instances when the available funding in a particular area of a Quadrant will require the City to reduce the costs for that area by reducing the level of service (frequency of service) for that area. Therefore, the City of Visalia reserves the right to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant when City deems necessary.

The City will provide the Contractor with 30 days advance written notice listing the area and square footages for which service shall be reduced and the effective day of service reduction. City will also automatically reduce the contract payment amount for those specific areas according to the table below which shows the reduction for Level B and Level C.

Service Level	Frequency of Service	Number of Services Annually	Percentage by which Contractor's price will be reduced
A	Once per week intervals	52	-
B	Two-week intervals	26	25%
C	Once per month intervals	12	33%

Visalia City Council

Staff Report

File #: 23-0316 **Agenda Date:** 8/21/2023 **Agenda #:** 11.

Agenda Item Wording:
Authorize the City Manager to Award RFB 22-23-07 annual contract for Landscape Maintenance of Landscape and Lighting Districts within Quadrant F to Elite Maintenance and Tree Service, Inc., of Clovis, CA, $88,389.84 annually per specifications of RFB 22-23-07.

Deadline for Action: 8/21/2023

Submitting Department: Community Services

Contact Name and Phone Number: Zach Huff, Acting Urban Forestry Supervisor 713-4295; zach.huff@visalia.city <mailto:zach.huff@visalia.city> Alvin Dias, Parks and Facilities Manager 713-4564; alvin.dias@visalia.city <mailto:alvin.dias@visalia.city> Kelli Kincaid, Community Services Director 713-4042; kelli.kincaid@visalia.city <mailto:kelli.kincaid@visalia.city>

Department Recommendation:
That the City Council authorizes the award of an annual contract for landscape maintenance to Elite Maintenance and Tree Service, Inc., of Clovis, CA, in the amount of $80,354.40 to include a ten percent contingency of $8,035.44, per specifications of RFB 22-23-07.

Background Discussion:
The previous Quadrant F landscape contract expired on April 30, 2022, and has been on a month-to-month basis with a temporary contractor, awaiting the award of a new formal landscape maintenance contract. Quadrant F is one of several Landscape and Lighting Quadrants that are on temporary month-to-month contracts to be awarded through a formal Request for Bidders (RFB) process.

On May 24, 2023, and May 30, 2023, the City solicited bids by advertising in the Visalia Times Delta with the RFB posted on Bid-Net. The City also mailed RFB notices, inviting contractors to participate in this bid process.

On Monday June 5, and Tuesday June 6, 2023, mandatory pre-bid meetings were held in the City Council Chambers. Contractors that did not attend at least one of these meetings were ineligible to submit bids for this contract.

During the pre-bid meeting, staff reviewed the bid specifications, reviewed the mandatory requirements imposed by the State of California Department of Industrial Relations and answered questions.

Staff received several questions from contractors where staff carefully reviewed and answered them in separate addendums.

On June 21, 2023, the City received bids from two (2) contractors in the Bid Summary below. Brightview Landscape Services, Inc., of Fresno, CA was the qualified low bidder for RFB 22-23-07 Landscape Maintenance of Quadrant F contract.

- Elite Maintenance and Tree Service, Clovis, CA $80,354.40 annually
- Perfect Care Landscape & Maintenance, Tulare, CA $184,959.96 annually

With this contract some extra work may be needed from time to time, such as shrub and tree replacement, irrigation improvements, and fertilization in districts with sufficient funding. A ten (10) percent contingency of $8,035.44 would be added to the contract to cover those extra tasks. The scope of work was also updated giving the contractor more specific shrubs heights and leaf litter cleaning intervals to improve the appearance of the landscapes. Another change within the scope of work for landscape maintenance contracts going for three (3) tiers of level of service. This will enable City staff to reduce cost for districts where expenditures are higher than revenues, by reducing the intervals of service. (Please attachment Levels of Service) Elite Maintenance and Tree Services, Inc., is currently performing Roadside and Median landscape maintenance contract for the City and is fully aware of the expectations by residents and staff to maintain the districts within Quadrant F at a “Level A” service.

This is considered a Public Works maintenance contract and therefore, is subject to State of California prevailing wages, registration with the Department of Industrial Relations and submission on certified payroll to the Labor Commissioner as well as other requirements outlined in the City’s Labor Compliance Manual which was a part of the specifications.

Annual price increase adjustments at time of renewal of contract are based on the Consumer Price Index specified in the contract documents. Cost for future additions to the project area (if necessary) will be calculated by multiplying the Contractor’s Unit Price by the square footage of area being added to contract.

The initial agreement is for a 12-month period, with an option to renew annually for 4 one-year periods upon providing satisfactory performance and as mutually agreed.

Fiscal Impact:

The fiscal impact for RFB 22-23-07 Annual Contract for Landscape Maintenance of Quadrant F will be allocated from Fund 273 Landscape and Lighting 2731-55230 account, of which sufficient funds have been budgeted.

Prior Council Action: None

Other: None

Alternatives: Reject low bidder and go out for another Request for Bidders.

Recommended Motion (and Alternative Motions if expected):

Move to Authorize the award of an Annual Contract for Landscape Maintenance of Quadrant F, to Elite Maintenance and Tree Service, Inc., of Clovis, CA. for $88,389.84 annually per specifications of RFB 22-23-07.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Annual Contract for Landscape Maintenance of Quadrant F RFB 22-23-07, Exhibits, Elite

Maintenance and Tree Service, Inc. signed bid form, Levels of Service.

CITY OF VISALIA, CALIFORNIA
REQUEST FOR BIDS (RFB) 22-23-07

ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE OF QUADRANT F

Mandatory Pre-Bid Meetings have been scheduled for this project. Bidders are required to attend at least one of the mandatory meetings to be considered eligible to submit a bid. Meetings will be held in the City Council Chambers at Visalia City Hall, 707 W. Acequia Avenue, Visalia as follows:

Pre-Bid Meeting #1: Monday, June 5, 2023, at 9:30am, and
Pre-Bid Meeting #2: Tuesday, June 6, 2023, at 2:30pm

Bid Submittal Deadline: Wednesday, June 21, 2023, at 11:30am

Bids received after the time and date stated above shall be returned unopened to the bidder.

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Bidder for at least ninety (90) days.

Contract resulting from this bid process is considered a Public Works Maintenance Contract, subject to registration with the Department of Industrial Relations (DIR), Payment of State Prevailing Wages, Monitoring by the Labor Commissioner and other requirements listed in the City's Labor Compliance Manual (attached). All Bidders and Subcontractors (if any) must be registered with the DIR to be eligible to bid on, be listed as a subcontractor, or perform work under this contract.

Direct inquiries regarding clarification of this bid document to the Purchasing Division (559) 713-4334. To prevent misinterpretation, especially questions regarding contract requirements or regarding the scope of services, the Purchasing Division prefers that all questions be submitted in writing via email to purchasing@visalia.city or via fax (559) 713-4801. All questions must be received by 4:00pm on Monday, June 12, 2023

Legal Ads 5/24/23 & 5/30/23

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Exhibit D-6 Monthly Irrigation Report Template
Exhibit D-7 Water Schedule Worksheet

I. DEFINITIONS

For the purposes of RFB NO. 22-23-07, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 22-23-07.

II. INTRODUCTION

The City of Visalia is requesting bids for landscape maintenance of an area identified as Quadrant D**.** Maintenance of areas must include if applicable, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise described herein. **Landscape Maintenance for the City of Visalia must be "priority work" for the successful contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.**

This contract is for the maintenance of approximately 441,192 sq. ft. (10.13 acres) Refer to Attachment D-1 and D-2 of this RFB for square footage and location details.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. **Award will be made to the lowest bidder whose proposal is deemed both responsive and responsible and meets the requirements and criteria set forth in this RFB.**

Mandatory Pre-Bid Meetings have been scheduled for this project. Bidders are required to attend at least one of the mandatory meetings to be considered eligible to bid on this project. Meetings will be held in the City Council Chambers at Visalia City Hall, 707 W. Acequia Avenue, Visalia as follows:

Pre-Bid Meeting #1: Monday, June 5, 2023, at 9:30am, and
Pre-Bid Meeting #2: Tuesday, June 6, 2023, at 2:30pm

Time will be set aside at these meetings for Contractors to ask questions about the project work and contract requirements. It shall be the responsibility of the Contractor to have acquired full knowledge of the job sites, scope of work and any problems or difficulties that may affect the work proposed.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.city or via fax: 559-713-4801.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.

Local Vendor Preference: In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business

address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

Public Works Maintenance contract: Notice is hereby given that this is a Public Works Maintenance Contract. In compliance with SB854 and Labor Code Section 1725.5, all contractors and subcontractors bidding and performing work on Public Works Projects must: 1) Be currently registered with the California Department of Industrial Relations (DIR), 2) Furnish electronic payroll records for new projects to the Labor Commissioner. Awarded Contractor will be required to furnish the City of Visalia with their DIR registration number. See Scope of Work, Section D and City of Visalia Labor compliance Manual (attached) for additional details.

Prevailing Wages: Awarded Contractor must comply with State Regulations that apply to this contract, including payment of prevailing wages. Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations. The prevailing wages associated with this work are attached as **Exhibit D-5.**

The City of Visalia affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, creed, age, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

Executive Order N-6-22 – Russia Sanctions
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

The City of Visalia reserves the right to reject any or all bids.

III. INSTRUCTIONS TO BIDDERS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:

   To: City of Visalia Purchasing Division
   707 W. Acequia Avenue
   Visalia, California 93291

   From: Bidders Name & Mailing Address

   Marked: Landscape Maintenance Quadrant F
   RFB NO. 22-23-07

4. **Submit a security deposit of no less than 10% of the Bid amount to the City with the sealed Bid to guarantee the Bid.** City will not consider Bids which are not accompanied by the required security. Security may be made by certified check, cashier's check, or Bidder's bond. Forfeiture of Bid security shall be governed by California Contract Code Section 20172-20174.

5. Submit each of the required Certifications, Affidavits, Assurances, Statements and Questionnaires as well as optional waiver(s) to the City with the sealed Bid. The city will not consider Bids which are not accompanied by the required completed forms.

6. Inquiries regarding this Request for Bids may be directed to the Visalia Purchasing Division, at (559) 713-4334. However, to prevent misinterpretations, the Purchasing Department requests that all questions be submitted in writing via email puchasing@visalia.city or via fax (559) 713-4801. *Questions regarding this RFB are due no later than 4:00pm on Monday, June 12, 2023.*

IV. CONTRACT ACCEPTANCE AFTER AWARD

Contract Acceptance: After award of the contract, the Contractor will inspect and review current landscape and irrigation conditions of the project areas. The Contractor must provide a statement summarizing the status of the current landscape conditions and irrigation system along with a cost estimate to make the necessary corrections and present them to the Project Manager for review. The Project Manager will schedule a meeting with the Contractor to review the current landscape and irrigation conditions of the project work areas and agree to a resolution and approval of the project areas. The Project Manager will provide a statement summarizing the resolution of the current landscape conditions and irrigation system and must be executed by the Contractor as stated below.

Acceptance of contract will be done in phases:

Phase 1: 10 acres or less the contractor will have (30) thirty days to inspect all areas and provide summery of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (4) four months of contract providing all material receipts and labor costs as agreed.

Phase 2: 10 to 20 acres the contractor will have (60) sixty days to inspect all areas and provide summery of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (5) five months of contract providing all material receipts and labor costs as agreed.

Phase 3: 30 or more acres the contractor will have (90) ninety days to inspect all areas and provide summery of conditions to the Project Manager for a resolution. Once the resolution is agreed upon the contract will accept the conditions and complete the resolutions within (6) six months of contract providing all material receipts and labor costs as agreed.

At least sixty (60) days prior to the renewal of the contract a revised statement summarizing the landscape conditions and irrigation system of the project work area must be prepared by the City's project manager and executed by the Contractor.

The City will conduct regular inspections of the landscaping work by the Contractor and issue observed "Out of Compliance" reports to the Contractor. The Contractor will be required to review and remedy the observed "Out of Compliance" issues of those observed areas of the inspection reports by the City. This does not relinquish the contractor of any responsibility to inspect and ensure that all areas maintained by the contractor are compliant as outlined in the contract.

Sixty (60) Days prior to annual contract renewal or termination of contract, all landscape repairs and replanting requested by the City's Project Manager must be complete. Any work left in an unacceptable condition will be cause for delay of final payment to Contractor until such time as the City has repairs and replanting completed. Final payment will be reduced by the cost of these repairs and replanting.

V. SCOPE OF WORK/SERVICES

A. STANDARD REQUIREMENTS AND LEVEL OF SERVICE

Maintenance of areas must include if applicable, but not be limited to, pruning, shaping and training of trees, shrubs and ground covers; fertilization; weed control; litter control; control of all plant diseases and pests; mowing; maintenance of irrigation system; and all other duties required to keep the area(s) in safe, attractive, usable condition and maintain plant and turf condition with horticulturally acceptable growth and color and as otherwise described herein. **Landscape Maintenance for the City of Visalia must be "priority work" for the successful contractor. Contractor must have sufficient equipment and employees to complete the work in accordance with the specifications and requirements of this Invitation to Bid.**

LEVELS OF SERVICE

The City of Visalia prefers the highest level of service for all areas of the Quadrant, however the City reserves the right to determine which level of service (frequency of service) will be assigned to each area in every Quadrant. Available funding in each Quadrant will determine the level of service assigned to each particular area of the Quadrant. The City of Visalia may find it necessary to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant. Thus, the Bidder shall provide pricing for all Levels of Service where indicated on bid form.

Service Level	Frequency of Service	Number of Services Annually
A	Once per week intervals	52
B	Two-week intervals	26
C	Once per month intervals	12

1. **Standards.** Contractor must perform services in a manner commensurate with the highest quality professional standards of the landscape maintenance profession, using qualified and experienced personnel and high-quality equipment and materials.

The specifications and standards must be met by Contractor at all times regardless of Contractor's employees' absence or established staffing pattern and levels.

2. **Working Day**. The contractor's activities must be confined to the hours between 6:00 a.m. PST and 6:00 p.m. PST, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior written consent of the City, except in emergencies involving immediate hazard to persons or property.

    - No normal and routine maintenance operations that cause excessive noise shall be performed before 7:00 a.m.
    .
    - All or some locations may require blowing of parking lots and other hardscape areas prior to normal business hours of 8 a.m. PST to avoid materials being blown onto private vehicles and customers, i.e., Civic Center, and other customer-based facilities.

    Contractor shall comply with the City of Visalia's Municipal Code, Title 8 Health and Safety, Chapter 8.36 Noise. The City of Visalia Municipal Code can be found at www.visalia.city.

3. **Company Identification.**

    - All employees must wear uniforms or other identifying clothing, to make clear to all observers that they are employed by the contractor.

    - All vehicles (trucks, etc.) used in the course of fulfilling this contract shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the contractor.

4. **Professional Conduct.** Contractor and contractor's employees must conduct themselves professionally at all times in public and when dealing with City staff and/or Visalia citizens. This will include but not be limited to refraining from using profane or vulgar language in public areas while performing work under this agreement. Contractor and contractor's employees will also afford residents and citizens the utmost courtesy and respect at all times.

5. **Property Owner Concerns**. Contractor must make every attempt to satisfactorily address concerns and issues presented by residents of the district. As soon as the contractor is aware of a resident concern either directly or indirectly, the contractor shall immediately inform the Project Manager of the concern (including the resident's name and phone number if possible), and what action was taken or will be taken by the contractor to address the concern.

    Failure of the Contractor to abide by these terms and meet addressed concerns of the Quadrant's residents will result in a $100 liquidated damages assessment or contract termination. The amount of damages for these types of issues is difficult to estimate, therefore a $100 liquidated damages assessment (per incident) shall represent costs incurred by the City in responding to complaints concerning the Contractor.

6. **Mowing** All Turf areas covered by this contract shall be mowed at the intervals established by the Level of Service assigned to the area (Level A, Level B or Level C Service).

7. **Watering**. Irrigation systems must be maintained, repaired, and adjusted to prevent wetting of adjacent streets and water waste during the irrigation cycle.

    Contractor shall follow the City's and State's water regulations. There will be a liquidated damage assessment of $100 per incident or termination of contract if multiple or gross violations occur in recognition of the importance of water conservation. The amount of damage for these types of issues is difficult to estimate and therefore, $100 shall represent costs incurred by the City in responding to complaints concerning the Contractor.

8. **Signage.** All regulatory park, street, and traffic signs, trail head signs, city information signs, botanical garden signs, donation monuments or stones, individual plant placards, etc., must be kept clean and clear of plant materials, dirt and dust, graffiti, and animal and bird excrements.

9. **Chemicals**. The City reserves the right to reject any chemicals Contractor and/or their subcontractors propose to use, prior to or during actual use. **Safety Data Sheets (S.D.S.) shall be provided to City prior to award of contract and in case of changes after award of contract at least thirty (30) days prior to usage by Contractor for any chemicals while performing this contract.**

   Materials shall be non-staining, non-corrosive, and shall not leave a flammable residue. Contractor shall not use pesticides in Category 1 (no chemicals with LD50 levels lower than 500 mg/km). These would include, but not be limited to, several organophosphate and carbamate possessing high mammalian toxicity due to their intense anticholinesterase activity.

   Pesticides in Category II may be used with the authorization of the Project Manager.

   Contractor shall, as part of the required monthly report to the City, prepare a Chemical Use and Proposed Work Report to indicate in writing the amount, type, and location of all chemicals used. **If no chemicals are used, then the report must still be submitted indicating to the City that no chemicals were used.**

10. **Fertilizer**. Short release fertilizer: Only commercial fertilizer containing ten percent (10%) or more nitrogen (N), available phosphoric acid (P205) or eight percent (8%) soluble potash (K2O), singly or collectively may be used. Generally, 16-6-8 would be nitrogen coming from an ammonic or nitrogen source. A slow-release fertilizer shall have at least half of the nitrogen coming from a coated slow-release nitrogen source.

    Fertilization will be on an as needed basis. Project Manager will request a quote for cost of additional services from time to time when services are needed.

11. **Clean-up.** All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the contractor, as well as bottles, cans, trash and paper and other yard waste. All trash and debris are to be removed and disposed of at intervals established by the Level of Service assigned to the area and at the contractor's expense.

12. **Emergency Response**. Contractor must be able to respond immediately to emergencies. Emergencies are generally construed as those events that in the opinion of City staff constitute an **immediate danger or hazard to property or persons,** or that significantly violate water conservation requirements. If the emergency condition is identified and the contractor is notified (either through discovery or by contact from City personnel) during normal work hours, the contractor must respond to the emergency within **two hours** unless otherwise specified. If discovery or notification occurs after normal working hours, the contractor must respond by 10am on the following working day.

    Contractor must provide some acceptable method by which contact can be made in case of emergency, i.e., paging system, cell phone, etc. and shall also provide a method by which non-emergency messages can be received during the workday, i.e., phone messages, email, etc.

13. **Reporting and Inspections**

Status Reports

a. **A written report is to be prepared by the Contractor and given to the Project Manager monthly**. The report shall include a description of unusual circumstances, locations of any

homeless encampments that are found in areas being maintained by the Contractor, lighting that is inoperable, major irrigation breaks, safety hazards, etc. For emergencies and safety hazards, the Project Manager is to be called immediately. Failure to provide a report may result in a a $100 penalty per incident or termination of contract if multiple incidents are noted. The reports are important especially if they are safety hazards. Amount of damages for these types of issues are difficult to estimate. Therefore, $100 per incident shall represent costs incurred by the City in responding to complaints concerning the Contractor.

b. **The Contractor must schedule a meeting with the Project Manager no less than once per month** to review the work site to ensure compliance with the contract specifications and standards. At this meeting, Contractor or Contractor's supervisor shall sign the meeting attendance and inspection reports prepared by the City, provide all chemical use and proposed use reports, irrigation inspection and schedule changes, and usage and/or proposed fertilizer usage reports and discuss major accomplishments for the previous month, notable problems, schedule changes and goals and deadlines for the coming month. The Project Manager shall discuss areas out of compliance and options to bring areas back into compliance with contractor. Project Managers shall discuss any penalties to the contractor and/or intensions to withhold payment of invoices. Project Manager shall document these meetings. Failure to attend these meetings may be cause for a $100 penalty per incident or termination of contract if Contractor has failed to meet with City staff after multiple attempts to discuss gross breaches of duty.

c. **The Project Manager shall report any maintenance deficiencies to Contractor. Contractor must correct any deficiencies at Contractor's cost within five (5) working days of written notification.** Unusual horticultural problems such as pests, disease, and damages that are beyond the scope of Contractor's responsibility shall be brought to the attention of Project Manager.

d. **A Chemical Use and Proposed Work Report must be completed for each chemical application and proposed application. These reports shall be submitted each month during contractor's monthly meeting with City's Project Manager**. Failure to submit reports may delay the City's payment to Contractor and be cause for a liquidated damage assessment of $100 per incident. The amount of damage and costs to the City for these types of issues is difficult to estimate and therefore, $100 shall represent costs incurred by the City in responding to incidents where the City was unsure of what chemicals were applied by the Contractor. The Contractor is responsible for submitting chemical usage reports to the County Agricultural Department. Copies are to be sent to the Project Manager as part of the Contractor's monthly report.

e. Monthly Irrigation Inspection reports (described below), irrigation schedule changes, and contractor signed landscape inspections from the City must be submitted with monthly invoice before payment will be made**.** Failure to submit all reports may delay the City's payment to Contractor.

B. LANDSCAPE MAINTENANCE – SPECIFICATIONS

1. **Irrigation**. Irrigation must be done with the use of automatic or manual sprinkler systems where available and operable, unless outlined in the initial acceptance inspections for repairs. These areas will be addressed with Contractor during initial inspection and noted for regular monthly inspections. Failure of an existing system to provide full and adequate coverage after Contractor signs Notice of Acceptance shall not relieve the contractor of the responsibility to provide proper coverage of all areas. **Providing any supplementary hoses, sprinklers, nozzles, etc. necessary to accomplish proper coverage shall be the contractor's responsibility.** Exclusions will be identified in description of areas and will be addressed with Contractor during initial inspection.

Original brand and size of heads and nozzles will be used in replacement of vandalized or faulty heads in turf and planter areas.

Contractor is responsible for all repairs to the irrigation system starting at the City side of the water meter, with the exception of the **testing of the back flow** and **repair/replacement of the irrigation controller**. Original, or equivalent, brand and size of heads and nozzles will be used in replacement of vandalized or faulty heads in turf and planter areas.

a. **Maintenance**. At all times, Contractor must maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments or repairs necessary to maintain healthy turf, plant growth, prevent dry spots in turf, plants, and shrubs, and prevent excessive run-off into streets or other areas not intended to be irrigated. Care must be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

   The contractor shall keep controllers and valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise, or lower the following sprinkler system components:

   - Sprinkler heads
   - Sprinkler risers
   - Quick coupler valve boxes
   - Hose bib boxes
   - Remote control valves
   - Remote control valve boxes and covers
   - Maintain and replace batteries in battery operated controllers on a continual basis
   - All irrigation wiring should be maintained to City standards including proper splices using DBR/Y-6 splice kits
   - Proper solenoid replacement should be completed with dry and tight connections
   - Minor graffiti removal from irrigation controllers
   - Controllers to be kept free of all plant materials, spiders and webs, and any other material that could cause the controller to be non-accessible or damaging to the controller

   If contractor fails to keep sprinkler nozzles properly adjusted/aligned to prevent water waste, repair or replace malfunctioning, broken or missing sprinkler heads and/or sprinkler head risers and water waste results, the City of Visalia reserves the right to bill contractor for excess amount of water in addition to assessing a liquidated damage assessment of $100 per incident. Because It is difficult to estimate the potential losses in water and the costs for City response time to complaints from residents, $100 has been established as a reasonable assessment.

   The Contractor shall prepare a written Irrigation Inspection Report (a report template has been included with this RFB, as a sample for Contractor). The report shall describe any irrigation schedule changes, malfunctions, and necessary repairs. The Irrigation Inspection Report must be submitted with monthly invoice before payment will be made.

b. **Inspection**. **The contractor must inspect all irrigation systems for any malfunction on an interval established by Level of Service assigned for the area.** This must be accomplished by utilizing a remote-control receiver to place the controller in test mode and visually inspecting sprinkler operation. This includes, but is not limited to breaks in irrigation lines, irrigation valves, heads, leaks and washouts, saturated areas or dry spots. Contractor must notify Project Manager within twenty-four (24) hours of any malfunctions. Failure to provide notice to the Project Manager may be cause for liquidated damage assessments of $100 per incident or termination of contract. Because It is difficult to

estimate the potential losses in water and the costs for City response time to investigate complaints from residents, $100 has been established as a reasonable assessment.

Contractor is to track all irrigation locations where plants are missing and maintain irrigation heads until plants are replaced.

Excessive water run off or overflow onto hard surface areas must be kept to an absolute minimum so as not to cause waste of water, pedestrian and/or vehicular liabilities. Problems reported to Project Manager or designated representative will be repaired within twenty-four (24) hours. Failure to complete repair or notify Project Manager of any delay to repairs may be cause for liquidated damage assessment of $100 per incident or termination of contract if multiple breaches occur.

Water leaks or stations must be turned off within two hours (2 hrs.) on the day reported to save water. Repairs must be made within twenty-four (24) hours or sooner if City classifies the necessary repairs as requiring an Emergency Response as stated in this Agreement. Twenty-four (24) hour fixit notices will be sent to contractor via email. Failure to comply may result in liquidated damage assessments to the Contractor of $100 per incident, unless the Project Manager is contacted, and an agreed time frame modification is made between the contractor and the Project Manager in writing**.**

Approximately sixty (60) days prior to the conclusion of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility must be made by the contractor prior to the end of the contract period.

If the repairs made are not to the Project Manager's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Project Manager.

c. **Repairs**. Irrigation systems which are damaged by vandalism or in any way as a result of work performed under this contract must be repaired or replaced in kind and in an approved manner by the contractor. Repairs must be made immediately after damage occurs, unless otherwise directed. Vandalism will be documented by the contractor with the use of digital photos or video tape and supplied to the Project Manager as proof of vandalism. The preferred method of transmission of photos would be digital photos transmitted via email. Failure to provide such documentation may be cause for no reimbursement of corrective expenses to Contractor.

The contractor shall keep an itemized list of material(s) used to repair vandalism damage and submit to Project Manager for reimbursement of materials only.

- **Normal Repairs** = Contractor is responsible for all normal repairs (i.e. Main line (including from water service meter to the back flow), valves, control wires, sprinklers, nozzles, lateral lines, etc.) The City is not responsible for any repairs needed past the irrigation controller. The backflow devices annual maintenance/testing will be the responsibility of the City of Visalia. All normal repairs are the sole responsibility of the contractor except for repairs needed due to vandalism. Repairs not made within twenty-four (24) hours of notification or not completed to the satisfaction of the Project Manager may be assessed a liquidated damage assessment of $100 per incident.

- **Major Repairs** = City is responsible for funding major repairs, which include repairs to Irrigation Controllers, Booster Pumps, or Backflow Devices. All major repairs are the responsibility of the contractor to repair and make operable but must be authorized by Project Manager in writing prior to repairs being made. Hourly rate

plus materials for major repairs to be authorized by Project Manager prior to any work being done. Contractor is responsible to report in writing any issues with these devises to the Project Manager for authorization to repair or replace.

Failure to complete repairs in the allotted time on a repeated basis will cause the Contractor to have the full costs of repairs deducted from monthly billing and may be grounds for termination of contract. Contractor will be responsible for any fines applicable under state law, public utility billing, or local ordinance, due to continuous running water.

d. **Turf Watering** All turf areas must be watered based on 85-95% of daily evapotranspiration rate and need to maintain a uniform, green, healthy growth pattern and promote deep root growth. **(If City water restrictions are imposed to conserve water, they will supersede the previous statement)**. Water shall be applied in short repeat cycles of 3 - 5 minutes each to prevent water run-off into street. **Care shall be taken to not over water or waterlog any soil.** Contractor shall turn off irrigation system during the wet season and adjust the controller seasonally. **Each time the schedule is changed due to seasons or any other reason, a revised schedule shall be provided to the Project Manager**.

Water applications on turf and ground cover areas shall generally be applied between 12:00 a.m. and 6:00 a.m. where possible, to lower the risk of fungus in turf. Drip stations may be operated during daytime hours.

e. **Water Schedule**. Turf and landscape watering shall be scheduled in accordance with prevailing water conservation requirements, and unless otherwise specified shall be scheduled Tuesday through Sunday. No watering shall be allowed on Monday without prior approval of Project Manager. Irrigation program shall be set up so that no water is applied to turf 48 hours prior to mowing. Overhead systems shall not be operated between 8:00 a.m. and 6 p.m.

Contractor will be responsible for any fines associated with not following the City's Water Conservation Rules and Regulations.

A proposed quarterly schedule of watering shall be provided to the Project Manager one (1) month after award of contract. Each time the schedule is changed a new updated schedule must be provided to the PM.

f. **Ground Cover**. Sufficient amounts of water shall be applied to ground cover areas to maintain a healthy growth pattern and promote deep rooting. Care shall be taken to not over water or waterlog soil.

g. **Banks and Slopes**. Sloped landscape areas shall be irrigated in short cycles as required to prevent water runoff, and to maintain horticulturally acceptable growth and color. Irrigation practice is to promote deep root growth with a minimum of run-off.

h. **Shrub and Trees**. All shrubs and trees shall be watered as needed to maintain healthy growth and promote deep rooting. Care shall be taken to not over water.

Irrigation rates shall be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged and surface run-off is to be kept at a minimum.

i. **Newly Planted Trees, Shrubs, and Groundcover.** All newly planted areas are to receive special attention until plants are established. Adequate water shall be applied to promote normal, healthy growth. Watering basins around newly planted shrubs and trees to be used during establishment period. **It is the contractor's responsibility to contact the City's Natural Resource and Conservation Department to get a twenty-one (21) day**

establishment permit for any additional irrigation that will be needed for newly planted plant materials.

j. **Remote Control Receiver:** Upon contract commencement, the contractor is required to have a radio-frequency ready remote-control receiver that is compatible with all major irrigation systems. **It is the responsibility of the contractor to obtain and purchase these devices unless it is a Toro Sentinel controller. The City of Visalia will supply the contractor with the Toro Sentinel remote control to use for the duration of the contract.** The Toro Sentinel controller(s) shall be returned to the City at the conclusion of the contract.

Continuous activation of valves by manual solenoid or bleeding valve stem can be damaging to the fragile irrigation mechanisms. The remote control allows the contractor to inspect the irrigation system effectively by utilizing the technology currently in place.

2. Weed Control.

a. Weed control clarification. For the purpose of this specification**, a weed shall be considered to be any undesirable plant or plant growing out of place.**

- Maintenance shall include the removal and chemical abatement of weeds growing on all paved and unpaved surfaces of all maintenance areas of contract. All landscaping within the specified maintenance areas including lawns, planter areas, median islands, and tree wells shall be kept weed free at all times.

- **Complete removal of all weed growth is to be accomplished by the Level of Service assigned to the area**. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the contractor.

- Weeds reaching height or width of four inches (4") shall be physically removed from landscaped areas.

- Seedlings growing out of desired landscape plants shall be removed and chemically treated to terminate the growth of the undesirable seedling.

b. **Use of Chemical Herbicides**. The contractor shall abide by all rules and regulations of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and the contractor's employees during chemical weed control operations. The Project Manager may restrict the use of chemical weed control in certain areas. **Pesticide Applicators License is required to apply herbicide. Contractor must supply a copy of this license to the Project Manager**. Failure to provide documentation of active license may result in a liquidated damage assessment or termination of contract.

Contractor shall take necessary precautions to prevent herbicide drift onto non-target plants.

3. **Diseases and Pest Control**. The contractor must regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation. The contractor shall notify the Project Manager within three (3) days of finding such a condition, outlining identification and control measures to be taken. Upon approval of the Project Manager, the contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and contractor's employees.

a. **Use of Chemical Pesticides**. All rules of the California State Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract shall be observed. **Pesticide Applicators**

License-Category B and C, along with a valid Maintenance Gardener Pest Control Business License are required to apply pesticide. Contractor shall take necessary precautions to avoid pesticide drift onto non-target organisms.

b. **Rodent Mounding**. Mound of soil in turf and planter areas caused by rodent activity shall be raked down at the intervals established by the Level of Service assigned to the area, to prevent soil build up in turf and around plants. All curbs, gutters, and other hardscapes adjacent to the maintenance areas will be free of any soil mounds or erosion caused by rodents.

c. **Rodent/Pest Control**. Contractor must inspect all turf and planter areas for rodent (gopher, squirrel, and other pest) activity, and initiate control measures at the intervals established by the Level of Service assigned to the area. Contractor must fill all rodent holes in areas that are used by walkers and pedestrians for safety (i.e. trails, turf, DG paths, etc.). Contractor shall take necessary precautions and safeguards to protect health of public and employees.

4. **Plants**. All shrubs and ground cover plants growing in the work area must be pruned once every other month to maintain plants in a healthy growing condition, and to allow for full coverage of the irrigation system. Pruning is to be done in a manner that promotes the plant's natural growth characteristics. If hedging is needed to clear the sidewalk, the plant must be trimmed on all sides to balance growth. Hedging, shearing, or other severe pruning will not be allowed except with prior approval. **All debris from trimming of plant material will be removed from beds, hauled off, and disposed of immediately and appropriately. Fallen leaf material shall be removed from planter areas and off the plants on a monthly basis to allow for proper growth of the plants.**

a. **Growth Control**. Plant growth shall be kept within reasonable bounds to prevent its encroachment into walk, passageways, and streets. Clear view of traffic signs and intersections is to be maintained at all times.

All shrubs and plant growth in planter areas along walls are to be maintained to a height no greater than four feet (4') and kept from blocking any subdivision, safety signage, and overhead or landscape lighting.

All trees, large and small shrubs, and groundcovers in planters or Right of Way areas along streets and at intersections, must be maintained and trimmed for traffic sightline clearances.

Mature tree canopies must be maintained above eighty-four (84) inches above soil grade for site line visibility. Newly planted, young or non-mature trees, multi-trunk trees, or large shrubs (i.e. Western Redbuds) must also be raised or thinned to maintain site line visibility.

Pruning is to be done in a manner that promotes the plant's natural growth characteristics.

Small shrubs and groundcovers must be kept below thirty (30) inches at road level to allow for visual site of oncoming traffic.

b. **Removal.** All dead, dying, or damaged plants (including trees) and any branches must be removed immediately. This debris, including plant growth removed by contractor, shall be removed away from job sites and appropriately disposed of at the intervals established by the Level of Service assigned to the area. **Hauling and disposing of said debris must be included in bid price.** Dead stems of daylily, agapanthus, and similar plants shall be removed on a monthly frequency. Dead leaves around base of plants shall also be removed on a monthly basis.

c. **Trees**. The contractor is responsible for removal of suckers, limb growth that inhibits site line visibility of any traffic, and all pruning that can be reached with a twelve-foot (12') pole saw by a person standing on the ground as part of this contract.

All trees are to be maintained in their natural shape, and pruning is to be done in a manner that promotes the trees natural growth characteristics using sharp and proper pruning tools along with the correct pruning techniques to promote and achieve the trees natural growth characteristics and to meet International Society of Arboriculture (I.S.A.) Standards; all cuts shall be made cleanly with no stubs or projections remaining.

No weed whackers or hedging type tools shall be allowed to trim and maintain trees. The use of improper tools and techniques resulting in the negligent and irresponsible care of trees or plants, thus causing damage to trees or plants and resulting in the need for the Project Manager to hire outside services to correct the damage will result in those costs associated with the corrections being deducted from the Contractors monthly invoice along with a $100 liquidated damage assessment per incident or up to termination of the contract.

Canopy clearance above sidewalks, bikeways, and other pathways of 10'0" is to be maintained for pedestrian safety.

All regulatory street and traffic signs must be clear of tree and plant growth at all times for sight clearances.

Clippings must be picked up, hauled away, and disposed of by the Contractor immediately and appropriately.

Leaves in planter areas shall be removed on a monthly basis. In addition, during seasonal drop leaves will need to be removed off of walkways as needed for safety. **Fallen leaf material shall be removed off the plants regularly to allow for proper plant growth.**

Newly planted trees that do not have trunk caliber sufficient to support tree shall be staked, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species.

Until young trees are strong enough to stand alone, they shall be flex-tied between two (2) approved two-inch (2") diameter x eight foot (8') treated tree stakes. Tree stakes shall be of treated lodge pole pine. Metal stakes may be required in some areas. Tree ties made of extruded vinyl base, 1” wide, and a minimum of .01” thick shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

Contractor must maintain a three-foot (3’) diameter circle free of grass/weeds around all trees located in turf areas.

Trees damaged by maintenance equipment shall be replaced by contractor with like size and species. Contractor is responsible for all costs related to replacement.

Maintenance shall include the removal of dead trees, limbs, and dead leaf material at the intervals established by the Level of Service for that area. Dead trees will need to be replaced per the contract for plant replacement in Item 6 (below) of this scope of work and per the discretion and determination of the Project Manager.

Young or new trees along trails, paths, riparian landscapes, Landscape and Lighting Districts, parkway strips, and pocket parks shall be maintained, pruned, and shaped to promote their eventual development into strong, healthy representatives of their species by the contractor for the first three (3) years of the trees life within the landscape. Stakes must be removed when tree has sufficient strength to support itself. These costs are to be factored into the planter costs. Project manager will instruct contractor when tree stakes are to be removed. Contractor is responsible for the proper disposal of all pressure treated

wooden tree stakes. All metal stakes in good condition must be taken to City of Visalia, Corporation Yard for storage.

The contractor shall notify the Project Manager within twenty-four (24) hours of any tree that shows sign of root heaving, leaning, having hanger limbs, or in some manner constitutes a safety hazard. Failure to notify Project Manager may result in a liquidated damage assessment of $100 per incident to recover the losses to the City for responding to resident complaints of the Contractor noncompliance or termination of contract if multiple breaches or gross violations occur that place residents in danger.

d. **Shrubs.** All shrubs must be trimmed to prevent encroachment onto walks, passageways, streets, curbing, and trails to allow for safe passage of users. Shrubs must be trimmed to allow a clear sightline of oncoming traffic at all Right of Ways and intersections. Shrubs must be cleared away from all regulatory street and traffic signs. Shrubs in planters must be kept below thirty (30) inches at intersections and turn lanes for sightline of oncoming traffic.

5. Fertilization. Fertilization will be performed on an as needed basis as requested by the Project Manager. Project Manager will request separate pricing for fertilization when it is required. A slow-release fertilizer will be applied when fertilizer is requested by Project Manager.

When fertilizer is applied as needed, to maintain healthy and vigorous plants: The City anticipates that primarily nitrogen will be deficient in soils; however, Contractor shall identify and correct other mineral deficiencies that affect plant growth.

Analysis of fertilizer shall be approved by the Project Manager prior to application.

All turf fertilizer shall be watered in thoroughly within two (2) hours of application.

Fertilizer shall be applied uniformly using an appropriate spreader. Prior to beginning a fertilization program, Project Manager shall submit to the Contractor, a schedule showing sites to be fertilized. The Contractor shall submit to the Project Manager a schedule showing the dates and approximate times of fertilizer applications. Timing or number of sites fertilized per day or week shall not be set up to preclude normal on-site maintenance work.

Once the Project Manager has requested that fertilization is necessary the Contractor shall notify Project Manager at least ten (10) days before any fertilizer applications. **Receipts for the Contractor's purchase of the approved fertilizer will be required and must be submitted to the Project Manager with monthly invoice.**

Note: Subject to approval of the Project Manager, fertilization may be altered by use of slow-release fertilizers such as Woodace containing IBDU formula.

6. Replacement of Plant Material

a. The contractor must notify the Project Manager within three (3) days of discovery of loss of turf, shrub, ground cover, or tree material due to any cause.

b. The contractor must supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged during work by the contractor or lost through the contractor's faulty maintenance or negligence.

Trees, shrubs, or turf that are damaged or lost through disease, insect infestation, or rodents, that could have been prevented with reasonable ordinary care by the Contractor shall be the responsibility of the Contractor.

Contractor is not responsible for plant loss due to vandalism, theft, vehicle accident, fires, storm, or water restriction in response to drought conditions. Whether or not the loss was due to contractor faulty maintenance or negligence shall be determined by the Project Manager. The size and species of replacement plant material shall also be determined by the Project Manager but shall be reasonably equal to the plant material that is being replaced.

In regard to trees, where there is a difference between the tree lost and the replacement tree, the difference will be deducted from the contract payment. **The value will be determined using the latest American Shade Tree Conference guidelines.**

c. Any plant damaged or lost through fires, storms, or water restrictions in response to drought conditions, theft, vehicular damage, or vandalism that are not the responsibility of the contractor (as determined by the Project Manager), shall be replaced in kind and size at the Project Manager's direction. The contractor will perform the work and the City will pay for the contractor's labor at an hourly rate established in this contract and pay for replacement materials at COST plus 10%.

From time to time it may be necessary or desirable to replace some plants to enhance the overall appearance of a site. Any such replacements will be at the Project Manager's decision. The contractor will perform the work and The City will pay for the contractor's labor at contract rates and cost of replacement materials. All landscape repairs and replanting requested by the City's Project Manager must be completed according to a date agreed upon in writing between the City Project Manager and Contractor.

The contractor shall supply itemized labor hours and material cost invoice(s) with monthly invoices in order to be reimbursed for plant replacement.

7. Turf Maintenance

a. **Mowing**. The turf must be mowed and edged at the intervals established by the Level of Service assigned to the area during its growing season in order to maintain a neat appearance and healthy growth. If weather conditions do not permit regular mowing, longer intervals may be observed by Project Manager with notice from contractor.

- Contractor shall **never mow turf when it is in a wet**, saturated condition that would cause rutting, tearing or sliding on the turf surface or when it could be unsafe for contractor's employees to operate equipment.
- All lawn areas in this contract **must** be mowed with power-propelled reel or rotary-type mowers.
- All mowers **must** be cleaned prior to each mowing to avoid possible weed invasion.
- Mowers **must** be adjusted and maintained to provide a smooth, uniform cut with no ridges or depressions.
- Turf **must** be cut with the size of equipment, which will give a neat appearance without rutting, sliding over, or scalping the turf. This will be strictly adhered to, including cases of steep turf slopes.
- Blades **must** be kept sharp at all times to prevent turf damage.
- Mowing patterns **must** be changed for each mowing service or as often as necessary to avoid rutting.
- Turf **must** be kept at a uniform height that is recommended for that particular type of turf grass.
- Grass clippings **must** be removed promptly and disposed of at the Contractor's expense unless they will dry and drop beneath the growing level of the turf within twenty-four (24) hours.
- Recycling cutting decks that provide an acceptable cut may be used if written approval of Project Manager is obtained prior.

Contractor's employees shall take care to avoid obstructions such as electrical boxes, signage, buildings, vehicles, etc. Contractor shall be responsible for repair of damage caused by its mowing or other activities.

Contractor shall take great care around trees. Any trees which have more than fifty percent (50%) of the bark removed in a given three-inch (3") area of trunk by weed whips or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.

b. **Mowing Height** All turf, except Bermuda, must be maintained at a height range between three and one-half inches (3 ½ ") maximum and two and three fourths inches (2 ¾") minimum.

Fescue height shall not exceed three and one half inches (3 ½").

Common Bermuda must not exceed two inches (2") in height.

Mowing shall be performed so that no more than one third (1/3) of the grass blade is removed per frequency in returning the grass to acceptable height for the species being mowed within areas assigned at a level A Service.

All turf areas shall be mowed at the intervals established by the Level of Service assigned to the area on a preset day and route. Any changes to this schedule shall be approved in advance by the Project Manager.

During periods of heavy growth, more than one mowing per week may be required to maintain acceptable appearance within areas assigned at a Level A Service.

All turf areas shall be maintained at a level that will ensure a healthy, green color and uniform growth.

c. **Broad Leaf and Noxious Weeds**. These weeds shall be controlled on a continuous basis by chemical or manual method. Chemicals used for control shall be registered for use on Fescue and Bermuda turfs. A Broadleaf and Crabgrass pre-emergent herbicide shall be applied between mid-January and March and again between September and Mid-November of every year. Herbicides such as Dimension, Pendulum, or Barricade are recommended during this application period. For post broadleaf weed control Triplet, Trimec, or Triamine will be applied to control Broadleaf and Crabgrass weeds that are currently growing and weather conditions permit the application. **Contractor will notify the Project Manager of the application dates and provide a schedule of areas treated as completed.**

d. **Edging**. All turf adjacent to improved surfaces shall be edged a minimum of once every mowing. Unimproved surfaces between turf and planter areas and/or property lines shall be edged a minimum of once per month to maintain turf delineation.

String trimmers, a.k.a. weed eaters, shall not be used around trees.

e. **Clean-up**. All surfaces shall be free of grass clippings and debris including turf, gutters, and street upon completion of mowing and edging operation. It is the responsibility of the Contractor to remove these items immediately and dispose of them appropriately.

f. **Turf grass seeding**. Turf grass seeding will be done on an as-needed basis when requested by Project Manager. This is considered additional work and will be paid

separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started. **When seed is used, areas shall be top-dressed with humus.**

g. **Renovation**. Renovation will be done on an as-needed basis when requested by Project Manager. Project Manager will furnish square footage and locations for renovation This is considered additional work and will be paid separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started.

Turf renovation to remove accumulated thatch from all sites under this contract must be accomplished by power raking or dethatching rakes on turf (care shall be taken so turf is not damaged).

A schedule of equipment to be used by the contractor shall be submitted to the Project Manager for approval 10 days prior to beginning work.

Refuse generated by renovating shall be removed not later than the day following the operation.

h. **Aerification**. Aerification will be done on an as-needed basis when requested by Project Manager. This is considered additional work and will be paid separately from this contract. Contractor shall provide Project Manager a quote for work prior to work being started. Contractor shall not perform work without Project Manager's approval of quote.

Project manager will furnish square footage and locations for aerification.

8. Ground Cover Maintenance & Wall Covering of Ficus Pumila, and All Other Vines

a. All areas planted in ground covers shall be adequately irrigated to maintain vigorous growth.

b. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into sidewalks, lawns, shrub beds, or other areas deemed as undesirable by the Project Manager.

c. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site.

d. Groundcovers in median and other Right of Way areas must be trimmed below thirty (30) inches at road/asphalt level for sight clearances for traffic safety.

e. Wall covering of Ficus Pumila and other vines, will be trimmed back close to the wall and removed from trees and shrubs, and removed from planter areas as needed. **Wall coverings shall not be allowed to grow over the top of the wall.**

9. Hardscape Areas. All patios, curbs, gutters, pathways, sidewalks, and other hardscape areas (i.e. Center median island points, roundabouts, etc.) adjacent to and part of the City owned property or Right of Way must be kept free of weeds, debris, leaves, grass clippings, etc. at all times to provide a safe and clean passage for users and to prevent slips and falls.

All areas covered by the contract must be kept free of debris and potential safety hazards generated by but not limited to, leaves, grass clippings, pruning, weeding, trimming, and other operations of the contractor, as well as glass, bottles, cans, trash, paper, and other yard waste. All trash and debris are to be removed and disposed of at the intervals established by the Level of Service and at the contractor's expense.

Note: If and when using a blower or other power equipment the City's municipal code 8.36.050 Exterior noise standards--Mobile noise sources prohibition against use. It is unlawful to operate any of the below-listed devices, appliances, equipment, or vehicles on public or private property abutting noise sensitive land uses between the weekday hours of seven p.m. and six a.m., and between the weekend hours of seven p.m. and nine a.m.

a. Power-assisted leaf blowers, lawn mowers, edgers, or other power equipment used for the maintenance of property;

b. Vehicle equipment, which equipment is not expressly regulated by state or federal statute, such as car radios or sound amplification equipment which is audible more than twenty-five (25) feet from the exterior of vehicle;

c. Construction equipment including jackhammers, portable generators, pneumatic equipment, trenchers, or other such equipment, except for emergency repair purposes as provided in Section 8.36.070.

Refer to Exhibits D-1 and D-2 for square footages and locations.

C. IMPORTANT NOTICE

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the bid documents shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Invitation to Bid, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting the competitive bid, to contact the Purchasing Division, 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addenda were issued and to make such addenda a part of the competitive bid.

D. STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS,

Public Works Contractor Registration Program and Project Labor Agreements

This contract is considered a public works maintenance contract and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations. Awarded Contractor is required to furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors submitted after will be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b) (1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f)

of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.

❑ As set forth is CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

❑ As set forth in CLC section 1771.4(a) (2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: http://www.dir.ca.gov/wpnodb.html .

❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

- Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811, and 1815, signed under penalty of perjury.

- Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

- Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.

❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).

❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

- As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811, and 1815, signed under penalty of perjury.

- As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

- As set forth in CLC section 1775(b) (3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- As set forth in CLC section 1775(b) (4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of $30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars ($30,000).

❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

- The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

- Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

- Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

❑ As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

http://www.dir.ca.gov/OPRL/PWD/index.htm and
http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp

E. CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall fulfill requirements of Department of Industrial Relations and California Labor Codes by complying with the *City of Visalia Labor Compliance Manual* which is incorporated into This RFB and subsequent contract by reference and available at **visaliapurchasing.org**. Executed contract will include a hard copy of this document.

VI. GENERAL CONDITIONS

A. CONTRACTING AGENCY

The contract resulting from this Invitation to Bid will be administered by the City of Visalia Parks Maintenance Department. However, the City Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions, or scope of the contract.

B. TERM OF CONTRACT

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Contract shall begin on the first of the month immediately following the written Notice to Proceed or as scheduled between City Project Manager and Contractor.

The City will be presumed to request renewal unless the City delivers a thirty (30) day written notice of non-renewal to the Contractor prior to the renewal date.

If Contractor decides not to consent to renewal by the City, then they must provide the City Project Manager with a written notice of non-renewal at least sixty (60) days prior to the renewal date.

Additionally, this Agreement may be terminated for convenience by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, Contractor shall transfer to City any funds and/or accounts receivable on hand attributable to the use of CITY funds.

C. PRICING

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

D. APPROXIMATE ESTIMATE

The quantities given on the bid proposal form and in the contract documents are approximate only, being given as a basis for comparison of bids, and the City of Visalia does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portions of the work, as the City may deem necessary or advisable, at the prices bid.

E. EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

Bidders shall satisfy themselves by personal examination of the work site(s), specifications, other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. The submission of a bid shall be conclusive evidence that the bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the proposal and the City.

If the bidder receives an award as a result of this bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the bidder for additional compensation.

Any errors, omissions, or discrepancies found in the contract documents shall be called to the attention of the City and clarified prior to the submission of bids.

Should the contractor feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the bid.

F. DISCREPANCIES AND MISUNDERSTANDINGS

No bidder shall, at any time after the submission of a proposal, make a claim or assertion that there was any misunderstanding or lack of information regarding the nature or the amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the project manual or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals or proceeding with the described work. The contractor shall be liable for any resultant damage where he recognized such error, inconsistency, or omission and knowingly failed to report it to the City. The contractor will bear no liability for any errors that he discovers and reports to the City.

The bid documents (including all attachments and addenda), Bidder's response to RFB, contract, and purchase order shall constitute the full contract for this project. Should the contractor feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to the submission of a proposal. Verbal information obtained otherwise will not be considered in awarding of bids.

G. BID FORMS

The City has furnished to each bidder a standard bid form, which, when filled out and executed, may be submitted as his bid. Bids not presented on forms so furnished will be disregarded.

All bids shall give the prices proposed in the spaces provided and shall be signed by the bidder who shall fill out all blanks in the bid form as therein required. No telegraphic bids will be considered.

All bids shall be submitted in a sealed cover and plainly marked as a bid and identifying the project to which the bid relates and the date of the bid opening therefore. Bids that are not properly marked may be disregarded. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file with the City of Visalia prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

H. WITHDRAWAL OF BIDS

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, only by written request for the withdrawal of the bid filed with the Purchasing Manager. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. No bid may be withdrawn after the time fixed in the public notice for the opening of bids.

I. DISQUALIFICATION OF BIDDERS

Only one bid may be submitted as a "prime contractor" for the same work by any firm, individual, partnership, corporation, or combination thereof. A contractor submitting a bid as a prime contractor may not also submit sub-bids to other competing prime contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. A contractor who is not submitting a bid as a prime contractor may submit any number of sub-bids to competing prime contractors.

J. OPENING OF BIDS

Bids will be publicly opened at the time, date and place indicated in the Notice Inviting Sealed Bids. Bidders or their authorized agents are invited to be present. Bidders name, location and bid amount will be read aloud. A bid summary will be prepared at that time. No other information will be provided until

after bids have been fully examined and accepted. No bids will be received, nor considered, after the time fixed for receiving them. Late bids will be returned unopened to the sender.

K. INCURRING COSTS

The City of Visalia is not liable for any cost incurred by proposers in responding to this Invitation to Bid.

VII. PROTESTS/APPEALS

Because it is essential that bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved bidder knows, should have reasonably known, or could reasonably be expected to know, of the facts giving rise thereto; and

2. Should identify only the areas regarding big contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.

3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to bidder in writing within five (5) working days of receipt of the appeal unless the bidder is notified more time is required.

4. Further levels of appeal may be made in accord with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

VIII. AWARD AND EXECUTION OF CONTRACT

A. EVALUATION AND AWARD OF CONTRACT

The City of Visalia reserves the right to reject any or all bids; to waive any irregularities or informalities in any bid or the bidding process.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or investigation of such proposer fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein. The City expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses or other money due to the City of Visalia.

The award, if made, will be made within ninety (90) days from bid closing date. Bidder agrees and so stipulates in submitting this bid, as though stated therein, and in any subsequent award of contract that:

1. Contractor is an independent contractor, not an employee, administrator, or officer of the City.

2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

3. Should contractor be awarded contract, contractor shall not assign contract, or any part thereof, or any monies due or to become due thereunder, without prior consent of the City.

4. Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

5. Contractor shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

   Contractor warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the contractor, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the City in procuring on open market, any items which the contractor agreed to supply, shall be borne and paid for by the contractor. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Contract shall be in the form of a City of Visalia Purchase Order and attachments of the bid documents, all addenda that were issued, the Contractor's bid in response to the RFB document, along with Contractor's Performance Bond and Certificate of Insurance.

6. Contractor is to sign a notice of acceptance (NOA) within 30 days of notice to award contract. Contractor will have those 30 days to review the contracted areas prior to signing the (NOA) notice of acceptance. Failure to sign (NOA) will result in forfeiture of contract.

B. BASIS OF BID AWARD

Award of bid(s) shall be made to the lowest bidder, whose bid is deemed both responsive and responsible and meets the specifications and qualifications listed in bid document.

C. REFERENCES

Where indicated on Bid Forms, Bidder shall include a list of three (3) accounts, complete with locations, that have been maintained for at least three (3) years, and that are similar in size and characteristics to those listed in these contract documents.

D. COOPERATIVE AGREEMENTS

All California agencies may purchase off of this agreement at the same prices, terms, conditions and specifications. Each agreement between a public agency and the successful contractor shall be found to be a separate and distinct legal and binding obligation of the successful contractor. The City of Visalia shall incur no responsibility in connection with purchase or agreement between another agency and the contractor. It shall be the successful contractor's responsibility to inform potential public agencies of this cooperative requirements contract.

E. CONTRACT BONDS

Required Contract Bonds: The Awarded Bidder will be required to provide to the City of Visalia with a "**Performance Bond"** in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award".

The Performance bond shall remain in force for the duration of the contract. It shall be updated annually and as needed during the contract year due to additions/deletions to the contract. According to City standard the surety company must be a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

F. FAILURE TO EXECUTE CONTRACT

Failure of the lowest responsible bidder, the second lowest responsible or third lowest responsible bidder to file acceptable bonds and meet with the project manager as provided herein within ten (10) days, not including weekends and legal holidays, after such bidder has received notice that the contract has been awarded to him may be just cause for the annulment of award.

IX. CONTROL OF WORK

A. CITY-CONTRACTOR RELATIONS

Project Manager's Responsibility and Authority. All work shall be done under the general supervision of the project manager or his designee(s). The contractor shall bear all responsibility for, and have all control over, in accordance with the bid specifications, the means, methods, techniques, sequences and procedures of the work and safety precautions or programs, and the project manager shall not have control over, nor bear responsibility for same. Nor will the project manager have control over nor bear responsibility for the acts or omissions of the contractor, sub-contractors, their agents, or employees, or for failure of any of these to carry out the work in accordance with the contract documents. The project manager has the right to reject work that does not conform to the contract documents. The project manager shall decide any and all questions which may arise as to the quality and acceptability of work performed, rate of progress of work, and all questions as to the acceptable fulfillment of the Contract on the part of the contractor.

Project Manager's Decisions. All claims of the contractor shall be presented to the project manager for decision that shall be made in writing within a reasonable time. All decisions of the project manager shall be final except in case which time and/or financial considerations are involved, which may be subject to rulings from the City Attorney.

Suspension of Work. The project manager shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or other such conditions as are considered unfavorable for the prosecution of work, or failure on the part of the contractor to carry out the provisions of the contract. The contractor shall not suspend operation without the project manager's permission.

Subcontracts. As specified by the contract documents the contractor shall submit in writing to the City the names of the subcontractors proposed for the work. The contractor is responsible to the City for the acts and omissions of his subcontractors, and of their direct and indirect employees, to the same extent, as he is responsible for the acts and omissions of his employees. The contract documents shall not be construed as creating any contractual relationship between any subcontractor and the City. The contractor shall bind every subcontractor by the terms of the contract documents.

Oral Agreements. No oral order, objections, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the contract documents and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, or modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

B. CARE OF EXISTING STRUCTURES

The contractor shall be liable for all damage done to any structure arising through his operations. He shall take care of and maintain all retaining walls, sewers, water service, drains, and culverts encountered in the performance of the work. The contractor shall repair all damage done to any of the said structures through his acts or neglect and shall keep them in repair during the life of the contract. He shall in all cases leave them in as good condition as they were prior to the commencement of the work.

Care shall be taken not to move, without the consent of the City Engineer, any sewers, drains, culverts water service, pipes, poles or other structures.

C. EXISTING UTILITIES

Contractor's attention is directed to the possible existence of utility services and other underground improvements. All reasonable precautions shall be taken to preserves and protect any such improvements. The contractor shall notify the project manager and Underground Service Alert companies of proposed locations and times for any and all excavations.

1. Prevention. Contractor shall be responsible for locating and preventing damage to known utilities. The contractor shall notify the owners of all utilities and substructures not less than forty-eight (48) hours prior to working in the vicinity of any such facility. In addition, the contractor shall request that the owners' pothole or otherwise expose all non-City owned high-risk underground facilities. If damage occurs to a known utility, the contractor shall repair utility at no additional expense to the City of Visalia.

2. Damage. If damage occurs to an unknown utility, the contractor shall repair the utility. An equitable adjustment will be made in accordance with work performed. Contractor is to furnish written quotation prior to commencement of work.

3. Connections. The contractor shall not make connection to, or draw water from, any hydrant or pipeline without first obtaining permission of the public or private authorities having jurisdiction over the use of said fire hydrant or pipeline, and from the private or public agency owning the affected water system. For each such connection made, the contractor shall first attach to the fire hydrant, or pipeline, a valve and a meter, if required by said authority, of a size and type acceptable to said authorities and agency. The contractor will be granted privilege to draw water from an authorized point of connection as needed for proper execution of said contract.

D. LABOR

The contractor must provide sufficient supervisory and working personnel to accomplish all work included in this contract satisfactorily and on schedule. All personnel are to be physically able to perform their work. Only workmen thoroughly familiar with their line of work will be employed on the job. Any overseer, superintendent, laborer, or other person employed on the work by the contractor, who shall perform his work in a manner contrary to these specifications, or refuses to carry out the orders of the owner, shall be discharged immediately, and such persons shall not again be employed on the work.

Qualifications of Employees

1. Ensure that employees are physically qualified to perform their assigned duties in a safe manner.

2. The contractor and all employees shall conduct themselves in a proper and efficient manner so as to cause the least annoyance to the public. The project manager may require the contractor to remove any careless, incompetent, or objectionable employees whose continued presence is judged to be not in the City's best interest.

3. Do not allow employees to work whose ability or alertness is impaired because of drugs, fatigue, illness, intoxication, or other conditions that may predispose them to injury.

4. Operators of vehicles and equipment shall be able to understand signs, signals, and operating instructions, and be capable of operating such equipment. Contractor shall provide operating instructions for all equipment. Newly hired employees shall be individually tested by an experienced operator or supervisor to determine if they are capable of safely and efficiently operating equipment. All operators of vehicles and equipment shall be properly licensed and shall operate vehicles used in the performance of the contract in a safe and prudent manner.

E. USE OF CITY PERSONNEL AND EQUIPMENT

City of Visalia shall not furnish personnel to assist the contractor in performance of the contract. The contractor understands that any offers of assistance by City Personnel are unauthorized and the contractor shall not accept such offers.

City of Visalia shall not furnish any equipment to assist the contractor in performance of the contract except for Toro Sentinel irrigation controller remotes and keys needed for landscape maintenance. If the remote and keys need to returned before the final day of the contract or the last months payment will be withheld and or amount for replacements deducted.

Contractor understands that any offers by City of Visalia Personnel to use City equipment for loading, processing, and disposal of the property are unauthorized and the contractor shall not accept such offers.

Contractor shall be billed for City personnel labor, equipment, and materials whenever City forces are called upon to repair damage caused by the contractor in the performance of work associated with this contract.

F. MATERIALS

Contractor shall furnish and use, at his own expense, all materials, labor, tools, equipment and transportation necessary to provide contractual Landscape Maintenance for the areas identified in this RFB.

All vehicles utilized to carry out contracted work for the City shall be in compliance with the State of California emission inspection program.

X. MEASUREMENT AND PAYMENT

A. BILLING AND PAYMENTS

Contractor is fully responsible for assuring that all services arising from the agreement are billed the correct and applicable contract rate. The contractor is required to establish and maintain a process to monitor its billing practices and will refund all over-charges that may occur. The City will routinely audit bills generated.

In connection with any cash discount offered, time will be computed from the date of complete delivery of the service as specified, or from the date correct invoices are received, if that date is later than the date of delivery. For the purposes of earning the discount, payment is deemed to be made on the date of the mailing of the City check.

B. MEASUREMENT AND PAYMENT

The contractor will be paid monthly in arrears for work satisfactorily performed under this contract. After completed work has been inspected and approved, payment will be made in no more than thirty (30) working days.

Contractor's monthly invoice must include:

- A signed Landscape Inspection sheet,
- signed monthly meeting sheet,
- signed irrigation schedule,
- a signed chemical usage report sheet, and
- a proposed chemical application sheet

C. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

The City may withhold a sufficient amount of any payment otherwise due to the contractor to cover:

- Payments that may be past due and payable for just claims for labor or materials furnished in and about the performance of the work under this contract and as a result of contractor's failure to properly make payments to its subcontractors or suppliers.

- Claims filed or reasonable evidence indicating the probable filing of claims. The City shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been withheld pursuant to this subsection, to the party or parties who are entitled to payment therefrom. The City will render to the contractor a proper accounting of all such funds disbursed on behalf of the contractor.

- Work required in the specifications which is not performed or is incomplete or for defective work not remedied.

- When Contractor is out of compliance with the requirements of the maintenance agreement, an appropriate downward adjustment in contractor's payment shall be made. Downward adjustments will be made for incomplete and /or unsatisfactory work or non-performance based on a percentage of the estimated cost to the City for each area maintained by the Contractor. See tables below which list the cost adjustment percentage. The Area Cost Estimate used by the City will be the square footage descriptions contained in Exhibit D-2 (or as that document is amended if additional areas are added during the term of the Agreement) and then adjusted based on the Unit Price provided by the successful bidder.

Areas with Planters and Turf:

Area Cost Estimate	Trash/Debris	Turf	Planters	Trees	Irrigation	Utilities Clear
	5%	25%	20%	25%	15%	5%

Areas with only Planters:

Area Cost Estimate	Trash/Debris	Planters	Trees	Irrigation	Utilities Clear
	5%	50%	25%	15%	5%

- If an inspection by City indicates an area is out of compliance, the City shall:
    - Notify the Contractor in writing of the area that the inspection showed was incomplete or unsatisfactory,
    - Describe the reason why the inspection listed the area as incomplete or unsatisfactory,
    - List the amount that the City will withhold if the area is not brought into compliance, and
    - List a date that re-inspection by the City shall occur.

- If the area is not brought into compliance by the re-inspection date or the matter otherwise resolved, the City shall withhold the stated amount for the incomplete and/or unsatisfactory work from the next payment processed by the City.

- If the corrections are not made by the Contractor, the City may, in the sole discretion of the City, have the out of compliance area brought into compliance by City forces or by a third party and charge the expense to the Contractor in lieu of a payment adjustment.

- The City reserves the right to assess a $100 liquidated damage assessment per incident over and above the cost to correct the unsatisfactory condition for failure to perform any part of the work covered in this contract. Because it is difficult to estimate the potential costs to the City in responding to resident complaints over such conditions, $100 is set as a reasonable estimate of potential costs to the City in responding to a failure by the Contractor.

D. EXTRA WORK

The contractor shall do no extra work except upon written order from the City. For such extra work the contractor shall receive payment as agreed upon in writing. The contractor shall furnish the project manager with report sheets in duplicate for each day's extra work no later than the working day following the performance of said work. After comparison with the project manager's records, any necessary adjustments shall be made. The reports shall be signed by both parties before they become a basis of payment for the work performed. Payment for extra work shall be made at the unit price or lump sum previously agreed upon by the contractor and the project manager.

XI. LEGAL RESPONSIBILITIES & SPECIAL PROVISIONS

A. ASSIGNMENT

No assignment by the vendor of the contract or any part hereof, or of funds to be received thereunder, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet, or transferred.

B. TERMINATION OF CONTRACT

1. This contract may be terminated without cause by the City, in whole or in part, by giving the contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

2. If the contractor shall fail to provide services or perform unsatisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice. Termination for cause may result in a contractor being considered a non-responsible bidder in future bids for services under the City of Visalia Purchasing Policy and Procedures.

3. Any assignment, subletting, or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall cause be for the City to immediately terminate the agreement for default.

4. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

5. In the event of termination, Contractor shall be entitled only to payment for work performed to date, less any costs paid by the City to bring areas contractor was terminated from back up to standards deemed acceptable by the Project Manager.

C. RIGHTS AND REMEDIES OF CITY FOR DEFAULT

In the case of default by contractor, and at the option of the City, the City may procure landscape maintenance service from another source, or sources, and may recover the loss occasioned thereby from any unpaid balance due the contractor. The prices paid by the City shall be considered the prevailing market price at the time service is delivered.

D. PERMITS AND LICENSES

Possession of a City of Visalia Business Tax Certificate is not required to submit a bid in response to this invitation. However, contractor, and all subcontractors, shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326. No payment on the contract will be made until such license

is obtained. **Contractor must possess all required State, Federal, and local licenses as it pertains to the scope of work of this RFB. Awarded Bidder must hold:**

- A C-27 Landscape Contractor's License,
- A Pesticide Applicator's License (QAL category "B"), and
- A valid Maintenance Gardener Pest Control Business License.
- A valid Department of Industrial Relations (DIR) Registration Number (as mentioned previously)
- A valid City of Visalia Business Tax Certificate (as mentioned in Section E)

- Awarded Bidder must also obtain a valid City issued encroachment permit to work in City Right of Way

E. EQUAL EMPLOYMENT OPPORTUNITY

Attention of the bidder is particularly called to the requirement for ensuring that employees, and applicants for employment, are not discriminated against because of their race, color, national origin, ancestry, religion, physical or mental disability, marital status, political affiliation, or gender. Such affirmative action shall include, but not be limited to, the 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. It is understood and agreed that the contractor shall comply with all requirements, when applicable, of the California Fair Employment Practices Commission and provisions, when applicable, of all Federal, State of California, County of Tulare and City of Visalia laws and ordinances, in performance of fulfilling this agreement.

F. ETHICS IN PUBLIC CONTRACTING

Each offeror, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the offeror certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other offeror in connection with the offer; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The offeror further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

G. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to the award of any contract, the potential contractor may be required to certify in writing to the Purchasing Manager that no relationship exists between the contractor and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

H. PREVAILING WAGES & LABOR LAWS

Consultant must comply with State and Federal Regulations that apply to this contract, including Prevailing Wage requirements as applicable. Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations.

Labor Laws. The contractor, and all subcontractors, suppliers, and contractors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Contractor shall also adhere to the requirements of State Labor Code Sections 1810 and 1815 pertaining to working hours and overtime rates of pay. The contractor or any subcontractor performing work or subcontracting to do any of the work contemplated by this contract shall comply with existing Labor Codes regarding employ of aliens except under extraordinary emergencies (Section 1851.5, 1850 to 1854).

I. INSURANCE AND INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the City of Visalia, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with contractors (or contractors subcontractors, if any) performance or failure to perform, under the terms of this contract; except to the extent those which arise out of the negligence of the City of Visalia.

Without limiting the City of Visalia's right to indemnification, it is agreed that contractor shall secure prior to commencing any activities under this contract, and maintain during the term of the contract, insurance coverage as follows:

1. Workers' Compensation insurance as required by California statutes.

2. 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 coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Comprehensive Automobile Liability coverage with a combined single limit of not less that One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this contract shall contain the following clause:

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Purchasing Department, City of Visalia, 707 W. Acequia, Visalia, CA 93291."

In addition, the commercial general liability and comprehensive automobile liability policies required by this contract shall contain the following clauses:

> "It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

> "The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under this contract with the City of Visalia."

J. PUBLIC CONVENIENCE AND SAFETY

The contractor shall at all times so conduct his work as to insure the protection of persons and property in a manner satisfactory to the City. The contractor agrees that he shall maintain the work site and adjacent areas thereto, including all rights-of-way, in a reasonable, secure, and safe manner during the course of work.

Traffic and Access. The contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic, vehicular and pedestrian, and inconvenience to the general public and the residents in the vicinity. The contractor shall notify the occupants of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access. No overnight closure of any driveway will be allowed except as permitted by the owner. When working in City Right of Way, the Contractor shall comply with

the California Department of Transportation, Manual of Uniform Traffic Control Devices that specifies safety procedures that protect the Contractor's employees and the driving public.

Street Closures and Detours. Street closures will not be allowed except as specifically permitted by the City and the proper governmental authority. The contractor shall prepare any traffic control or detour plans that may be required as directed by the City of Visalia.

K. SAFETY ORDERS

The contractor shall comply with the provisions of any ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.

Contractor shall agree that all material delivered and services rendered under this bid complies, as applicable, with the Occupational Safety and Health Act of 1970 (or latest revisions), including all applicable amendments thereof, the State of California Industrial Safety Act, and regulations issued thereunder and the Williams-Steiger Federal Occupational Safety and Health Act, and certifies that all items furnished under this bid will conform and comply with the indemnification and hold harmless clause for all damages assessed against Buyer as a result of contractor's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished under this Order to so comply. This guarantee is in addition to, and not intended as a limitation on, any other warranty, expressed or implied.

In case of conflicts between Federal, State, and local safety and health requirements, the most stringent shall apply. Failure to comply with the requirements of this section and related sections may result in suspension of work.

L. HAZARDOUS WASTE

Contractor shall notify the project manager immediately if any hazardous materials are found on site.

M. DUST ABATEMENT

The contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying buildings in the vicinity. The contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the contractor is relieved of further responsibility by the project manager. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the various prices named in the bid sheet for completion of the work.

N. NOISE LEVELS

Contractor shall comply with the City of Visalia's Municipal Code, Title 8 Health and Safety, Chapter 8.36 Noise. The City of Visalia Municipal Code can be found at http://www.visaliapurchasing.org.

O. PERSONNEL PROTECTIVE EQUIPMENT

Meet requirements of NIOSH (National Institute for Occupational Safety and Health), and SHA (Mining Safety and Health Act of 1977), where applicable, as well as ANSI (American National Standards Institute.)

P. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Q. COMPLIANCE WITH LAWS

Contractor shall, in the performance of work under this contract, fully comply with all applicable Federal, State or Local laws, rules regulations or ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

R. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

S. FIREARMS

Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

T. EXECUTIVE ORDER N-6-22 – Russia Sanctions Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Name of Bidding Agency:_____

EXHIBIT 'A' BID FORM
CITY OF VISALIA, CA
RFB-22-23-07, LANDSCAPE MAINTENANCE OF QUADRANT F

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-07 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, appurtenances, and incidentals required to perform Landscape Maintenance Service as set forth in accordance with the specifications, terms and conditions of RFB-22-23-05 including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERs, Scope of Work and all contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that prices bid include all labor, materials, equipment, transportation, fuel, tools, appurtenant expenses, taxes, permits, licenses, royalties, fees and all costs associated with performing the work described in the bidding documents including all exhibits and attachments.

BIDDER hereby agrees to execute a contract and provide insurance and a performance bond within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading weekly certified payrolls to the Labor Commissioner.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

The quantities given on the Bid form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly, or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

The City will determine the lowest bidder by the Lowest Total Bid Amount for Level A Service.

Award will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria required. The City reserves the right to award the contract at a service level deemed appropriate for the areas in the Quadrant. The resulting contract award may be one of the following:

- All areas of the Quadrant at Level A;
- All areas of the Quadrant at Level B;
- All areas of the Quadrant at Level C; or
- A combination of Service Levels deemed appropriate for each area of the Quadrant

Once awarded, the City reserves the right to increase or decrease the Level of Service in any area(s) of the Quadrant, through a contract amendment, according to the Contractor's bid pricing. The City also reserves the right to add or delete areas from this contract if needed. Any added or deleted areas will cause a price adjustment to contract. Price adjustments will be based on the Contractor's unit price for the Level of Service being provided to

the specific area. Any new areas that may be added shall be maintained to the same standards required by the specifications of the Service Level for that specific area.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form

All bids will be checked for accuracy. In the case of discrepancy in amounts bid, the unit cost shall prevail as basis for award.

LANDSCAPE MAINTENANCE OF QUADRANT F, PER SPECIFICATIONS OF RFB-22-23-07

Level A Service Service once per week (52 times annually)	**Quantity (Sq. Footage)**	**X**	**Unit Cost (Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	152,536 sq. ft.	X	$_____/sq. ft.	=	$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	288,656 sq. ft.	X	$_____/sq. ft.	=	$_____
			Total Monthly for Level A Service		$_____

Level B Service Service at two-week intervals (26 times annually)	**Quantity (Sq. Footage)**	**X**	**Unit Cost (Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	152,536 sq. ft.	X	$_____/sq. ft.	=	$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	288,656 sq. ft.	X	$_____/sq. ft.	=	$_____
			Total Monthly for Level B Service		$_____

Level C Service Service once per month (12 times annually)	**Quantity (Sq. Footage)**	**X**	**Unit Cost (Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	152,536 sq. ft.	X	$_____/sq. ft.	=	$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	288,656 sq. ft.	X	$_____/sq. ft.	=	$_____
			Total Monthly for Level C Service		$_____

Alternate Bid Item: Contractor's Hourly Rate	
Applicable only to major repairs or Extra Work as authorized by Project Manager.	$_____per hour

_____

Bidding Company's Name Business Address City State Zip

Name of Bidding Agency:_____

_____

Authorized Signature Date Printed Name of Person Authorized to sign

_____

Telephone No. Fax No. Email Address

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO: _____

(A City Business License is not required to submit a bid; however, vendor is required to obtain a City Business License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326

FEDERAL TAX I.D. NO: _____

BIDDING CONTRACTOR'S D.I.R. REGISTRATION #_____

BIDDER HAS SUBMITTED THE FOLLOWING WITH BID:

10% Bid Guarantee Bond	Yes_____	No_____
Pesticide Applicator's License (QAL) Category "B"	Yes____	No_____
Valid Maintenance Gardener Pest Control Business License	Yes_____	No_____

If Bidder is subcontracting this work to any entity holding a Pesticide Applicator's License (QAL category B) and a valid Maintenance Gardener Pest Control Business License. Bidder must properly identify all Subcontractors on the Subcontractor Listing Form submitted at time of bid. All Subcontractors must be DIR Registered and maintain registration in order to perform work under this contract.

Failure to submit the above REQUIRED items may result in disqualification of bid.

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom bidder intends to procure insurance, i.e., describe your insurance coverage, including the name of your carrier.

Company Name Address Tel. No. Contact

_____

_____

_____

Name of Bidding Agency:_____

REFERENCES

Bidder is to list **three (3)** accounts as references, complete with locations, that Bidder has maintained for **at least three (3) years** and **are similar in size and characteristics to those listed in this RFB.**

1. _____
Company Name Contact Person Phone Length of Contract

_____
Description and Location of area(s) maintained.

2. _____
Company Name Contact Person Phone Length of Contract

_____
Description and Location of area(s) maintained.

3. _____
Company Name Contact Person Phone Length of Contract

_____
Description and Location of area(s) maintained.

SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113 inclusive of the Public Contract Code of the State of California, the undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the consent of the City and the approval of the project manager. If additional space is needed, please attach on a separate sheet of paper.

1. _____
Name Address Email

_____
CSLB # Expires Trade DIR Registration #

2. _____
Name Address Email

_____
CSLB # Expires Trade DIR Registration #

3. _____
Name Address Email

_____
CSLB # Expires Trade DIR Registration #

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name:_____ Business Address:_____

Signature: _____Date:_____

Name of Signing Official (Print or Type):_____

Title of Signing Official: _____ Company Seal (if any):

CERTIFICATE OF NONSEGREGATED FACILITIES (BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official (Print or Type) :_____

Title of Signing Official: _____Company Seal (if any):

BID GUARANTEE

Known all men by these presents:

That we, _____ as principal and _____ as surety, are held and firmly bound unto the City of Visalia (obligee) in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of $_____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at _____ on _____ for improvement of

Invitation to Bid No. **22-23-07**

Project: **Landscape Maintenance of Quadrant F in Visalia, CA**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 2023

Company (Principal): _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official: _____Title:_____

Company Seal (if any):

Company (Surety): _____

Business Address: _____

Signature:_____ Date:_____

Name of Signing Official: _____Title:_____

Company Seal (if any):

Note: Signatures of those executing for the surety must be properly acknowledged.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____ Date:_____

Company Seal (if any):

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On this _____ day of _____before me, _____, a Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

CITY OF VISALIA, CA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm Address: _____

List the names of all principals, partners, and/or trustees.

For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Submitted by: Name _____

Date _____

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ( )
TITLE OF PERSON SIGNING	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000 over the life of the contract (up to 5 years).

Signature:_____ Printed Name:_____

Title:_____ Agency Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

EXHIBIT "C", Sample Contract – do not submit with Bid
ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE
OF QUADRANT F
(City of Visalia Bid No. 22-23-07)

This Agreement, entered into and effective this _____ day of _____, 2023 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires to enter into an annual contract for Landscape Maintenance which was let to bid on _____ as evidenced by Bid No. 22-23-07 (the "Project"); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified, and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the CITY's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods.

CITY will be presumed to request renewal unless the CITY delivers a thirty (30) day written notice of non-renewal to the CONTRACTOR prior to the renewal date.

If the CONTRACTOR decides not to consent to renewal by the CITY, then CONTRACTOR must provide the CITY with written notice of non-renewal at least sixty (60) days prior to the renewal date.

Additionally, this Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR **fifteen (15) days'** written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds. Contractor shall be entitled only to payment for work performed to date, less any costs paid by the City to bring areas contractor was terminated from back up to standards deemed acceptable by the Project Manager.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT	DESCRIPTION
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFB-22-23-07, Landscape Maintenance of Quadrant F, including all attachments and addenda
Attachment 4	CONTRACTOR's bid in response to Bid No. 22-23-07

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates (if any) ("Scope of Services"):

All work described in Scope of Services in Bid No. 22-23-07.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced (monthly)	As requested by Contractor (monthly)

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The

adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

Total Compensation:	$ Not to exceed Contractor's stated bid prices
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days of receipt of Contractor's itemized invoice.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____ By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____ By: _____
City Manager

Dated: _____ By: _____
City Attorney

Dated: _____ By: _____
City of Visalia Risk Manager

Dated: _____ By: _____
City of Visalia Project Manager

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

A. **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

C. **Notices**: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA	CONTRACTOR
	_____
707 W. Acequia Ave.	_____
Visalia, CA 93291	_____
Attention: City Clerk	Attention: _____

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

E. **Jurisdiction/Venue/Waiver Of Removal**: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

G. **Conflict With Law**: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

H. **Indemnification**: The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.

I. **Guarantees and Warranties**:

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

J. **Attorney's Fees**: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.

K. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

L. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

M. **City Ordinance:** Contractor shall follow all rules and regulations regarding the City of Visalia Ordinances. Any fines resulting from not following the City's ordinance, including but not limited to the City's Water Conservation Ordinance, will be the sole responsibility of the Contractor.

N. **Executive Order N-6-22 – Russia Sanctions** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit "C"
Attachment 2
INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s') Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:

   a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

   b. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of $1,000,000 combined single limit, including coverage for:

      (1) bodily injury;
      (2) personal injury;
      (3) broad form property damage;
      (4) contractual liability;
      (5) cross-liability;
      (6) products and completed operations liability

4. **Other Insurance Provisions.**
   If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**
   All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

   a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

City of Visalia, CA
707 West Acequia Ave., Visalia, CA 93291

Purchasing Division
Tel: (559) 713-4334 Fax: (559) 713-4801

REQUEST FOR BIDS
RFB-22-23-07
ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE OF QUADRANT F

ADDENDUM NO. 2

Issued: Monday, July 3, 2023
Bids Due: 11:30 A.M. on Friday, July 7, 2023

This Addendum is being issued to make changes to the bid specifications, provide additional information and provide a REVISED bid form. This addendum becomes part of the RFB 22-23-07 bid document and must be signed and submitted with proposal.

ITEM 1: LANDSCAPE AND LIGHTING MAINTENANCE ACREAGE POLICY
The City of Visalia enacted a Landscape and Lighting Maintenance Acreage Policy which applies to all Landscape and Lighting Maintenance Districts (Quadrants). This policy became effective June 19, 2023.

Landscape and Lighting Maintenance Acreage Policy
The objective of this policy is to achieve a high level of service for each City managed Landscape and Lighting District by following the parameters set forth.

1. Contractors will be allowed to bid on and maintain up to 60-acres of Landscape and Lighting Districts for the City of Visalia.

2. Contractors that have reached the Landscape and Lighting District 60-acre maintenance limit will be allowed to maintain acreage over 60-acres only when that overage is added to an existing landscape maintenance contract due to new construction or the reorganization of a new maintenance district.

   This exception will only apply for the duration of the current maintenance contract.

3. Landscape Maintenance contractors are limited to a maximum of 60-acres of territory in the City of Visalia. If a Contractor is not yet at the 60-acre threshold and wishes to bid on additional acreage the Contractor may bid on those. If, however, said Contractor is the lowest bidder for various Quadrants and award of those Quadrants would push his acreage over the threshold of 60-acres, the Contractor will be allowed to select which Quadrant he wishes to be awarded, and that would keep the contractor at, or below the 60-acre limit. The remaining Quadrants will be awarded to the 2nd lowest bidder (provided that Bidder is also under the 60-acre threshold and meets all other specifications)

4. Bids received from contractors to maintain additional Landscape and Lighting Districts that currently have Landscape and Lighting District maintenance contracts with the City of Visalia will not be accepted if the acreage places the contractor over the 60-acre limit.

ITEM 2: 10-DAY WAGE CHECK
There have been no changes in the State Prevailing Wages that were originally posted with this bid document.

ITEM 3: SUBMIT WITH BID

- As a reminder, Bidder's are required to submit the following items with bid:

  10% bid guarantee bond
  Copy of Pesticide Applicator's License (QAL) Category B
  Copy of Valid Maintenance Gardener Pest Control Business License

- If Bidder is subcontracting this work to any entity holding a Pesticide Applicator's License (QAL category B) and a valid Maintenance Gardener Pest Control Business License, the Bidder must properly identify the subcontractor on the Subcontractor Listing Form with the bid. All Subcontractors must be DIR Registered and maintain registration to perform work under this contract.

- Bids must be submitted in a sealed envelope, clearly marked as follows:

From: Bidder's name and mailing address
To: Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93292

In lower left-hand corner of envelope write or type:
Sealed Bid for RFB-22-23-07, Quadrant F Landscape Maint.
Bid Deadline: Friday, July 7, 2023 at 11:30am

ITEM 4: CHANGES TO SPECIFICATIONS

Pg. 7, V. Scope of Work/Services, Paragraph 2 currently reads:

LEVELS OF SERVICE
The City of Visalia prefers the highest level of service for all areas of the Quadrant, however the City reserves the right to determine which level of service (frequency of service) will be assigned to each area in every Quadrant. Available funding in each Quadrant will determine the level of service assigned to each particular area of the Quadrant. The City of Visalia may find it necessary to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant. Thus, the Bidder shall provide pricing for all Levels of Service where indicated on bid form.

Service Level	Frequency of Service	Number of Services Annually
A	Once per week intervals	52
B	Two-week intervals	26
C	Once per month intervals	12

And shall be changed to read:

LEVELS OF SERVICE

The City of Visalia prefers the highest level of service for all areas of the Quadrant. Most areas in all Quadrants have funding that can support the highest level of service. However, there are rare instances when the available funding in a particular area of a Quadrant will require the City to reduce the costs for that area by reducing the level of service (frequency of service) for that area. Therefore, the City of Visalia reserves the right to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant when City deems necessary.

The City will provide the Contractor with 30 days advance written notice listing the area and square footages for which service shall be reduced and the effective day of service reduction. City will also automatically reduce the contract payment amount for those specific areas according to the table below which shows the reduction for Level B and Level C.

Service Level	Frequency of Service	Number of Services Annually	Percentage by which Contractor's price will be reduced
A	Once per week intervals	52	-
B	Two-week intervals	26	25%
C	Once per month intervals	12	33%

ITEM 5: REVISED BID FORM

Pages 38 and 39 of the original bid document (bid form) have been revised. Bidder is to remove the original pages and replace with pages 4 and 5 of this addendum. Bidder must also submit pages 40-57 of the original bid document as well as the items listed in Item 3, above.

Name of Bidding Agency:_____

REVISED EXHIBIT 'A' BID FORM
CITY OF VISALIA, CA
RFB-22-23-07, LANDSCAPE MAINTENANCE OF **QUADRANT F**

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-07 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, appurtenances, and incidentals required to perform Landscape Maintenance Service as set forth in accordance with the specifications, terms and conditions of this Request for Bid, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERs, Scope of Work and all contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that prices bid include all labor, materials, equipment, transportation, fuel, tools, appurtenant expenses, taxes, permits, licenses, royalties, fees and all costs associated with performing the work described in the bidding documents including all exhibits and attachments.

BIDDER hereby agrees to execute a contract and provide insurance and a performance bond within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading weekly certified payrolls to the Labor Commissioner.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that the quantities given on the Bid form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly, or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

The City will determine the lowest bidder by the Lowest Total Bid Amount for Level A Service.
Award will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria required. Resulting contract may be awarded at:

- Level A service for all areas, or
- Level A service for some areas with specific areas at Level B or C Service if deemed appropriate by the City.

BIDDER understands that once contract is awarded, the City reserves the right to further increase or decrease the Level of Service in any area(s) of the Quadrant, which will result in a corresponding increase

or decrease to the contract amount as specified in the RFB. The City will provide the Contractor with 30 days advance written notice when Level of Service is being changed.

The City reserves the right to add or delete areas (square footage) from this contract if needed. Any added or deleted areas will cause a price adjustment to contract. Price adjustments will be based on the Contractor's unit price for the Level of Service being provided to the specific area.

Any new areas that may be added shall be maintained to the same standards required by the specifications of the Service Level for that specific area.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

All bids will be checked for accuracy. In the case of discrepancy in amounts bid, the unit cost shall prevail as basis for award.

LANDSCAPE MAINTENANCE OF QUADRANT F, PER SPECIFICATIONS OF RFB-22-23-07

Level A Service Service once per week (52 times annually)	**Quantity** **(Sq. Footage)**	**X**	**Unit Cost** **(Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	152,536 sq. ft.	X	$_____/sq. ft.	=	$_____
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	288,656 sq. ft.	X	$_____/sq. ft.	=	$_____
			Total Monthly for Level A Service		$_____

Alternate Bid Item: Contractor's Hourly Rate	
Applicable only to major repairs or Extra Work as authorized by Project Manager.	$_____per hour

_____

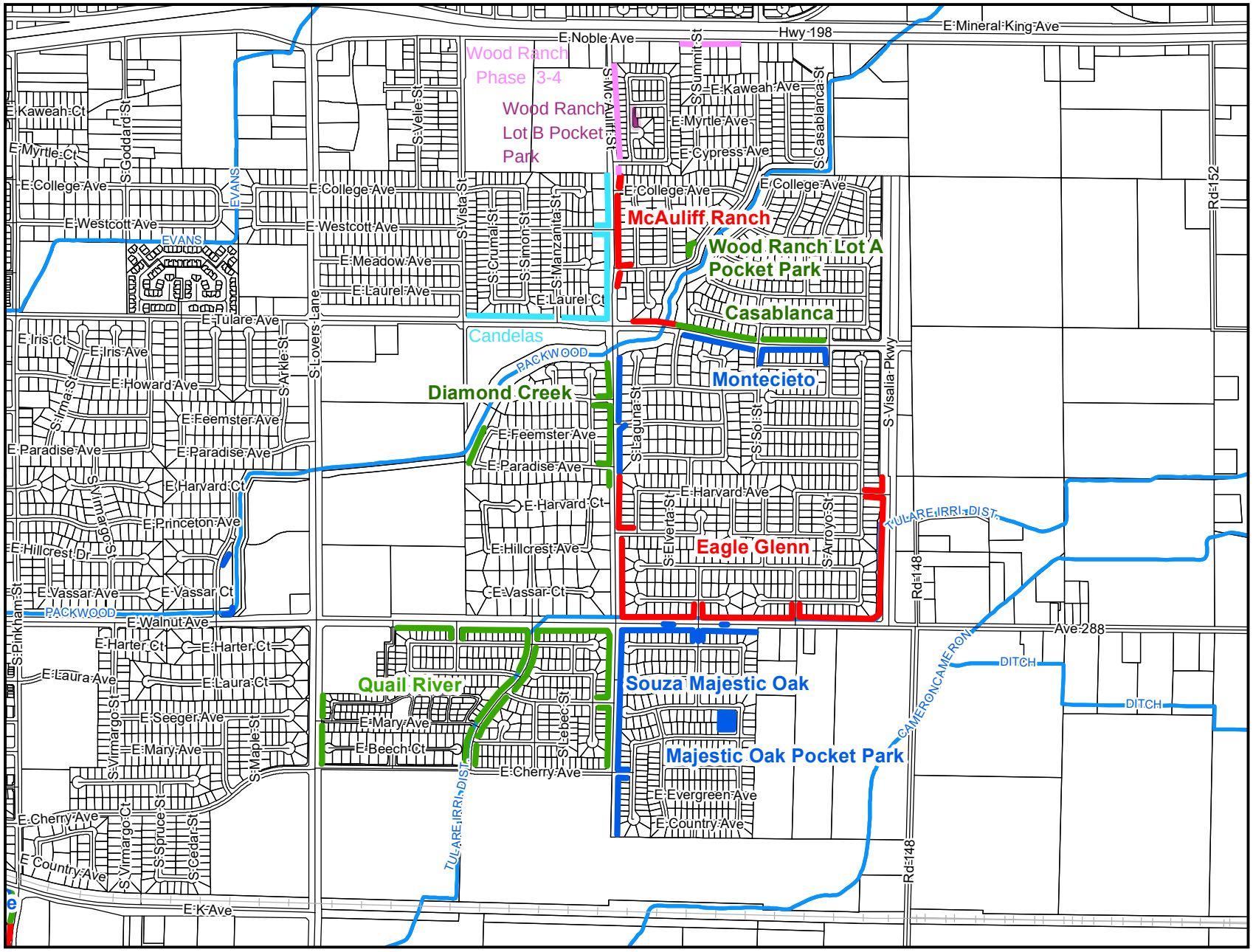
Bidding Company's Name Business Address City State Zip

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334
BIDDER to sign and submit with PROPOSAL

Firm: _____ Date: _____

By: _____
Bidder's Signature

City of Visalia L&L District F



0 0.3 0.6 Miles

City of Visalia District F

Legend

- Railroad
- Waterways
- Parcels
- Waterways
- basins
- Parks

N

R. Conaway 12/19

1:13,000

RFB-22-23-07			EXHIBIT D-1
LANDSCAPE MAINTENANCE OF QUADRANT F			
Quadrant F	**441,192**	**Total Sq. Ft.**	
Area Description	**Turf Sq Ft**	**Planter Sq. Ft.**	
Diamond Creek #1	6,212	3,308	
Diamond Creek #3	6,470	4,864	
Diamond Creek #3, Riparian Area	9,000	-	
Eagle Glenn #1	6,470	4,864	
Eagle Glenn #2	11,331	16,660	
Eagle Glenn #4	3,550	13,750	
Eagle Glenn #5	8,510	23,890	
Magestic Oak Pocket Park	29,900	14,961	
McAuliff Ranch #1	5,288	7,243	
McAuliff Ranch #2	2,208	3,234	
Montecito/Casablanca	37,450	21,240	
Souza Magestic Oak #1	26,147	14,940	
Wood Ranch Unit 1 Pocket Park		8,023	
Quail River		105,026	
Candelas		28,155	
Deelyna Ranch - Wood Ranch Phase 3&4		12584	
Deelyna Ranch - Wood Ranch Pocket Park		5914	
	152,536	288,656	441,192

Name of Bidding Agency: EMTS, Inc.

REVISED EXHIBIT 'A' BID FORM
CITY OF VISALIA, CA
RFB-22-23-07, LANDSCAPE MAINTENANCE OF **QUADRANT F**

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-07 dated: 7/05/2023, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, appurtenances, and incidentals required to perform Landscape Maintenance Service as set forth in accordance with the specifications, terms and conditions of this Request for Bid, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERs, Scope of Work and all contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that prices bid include all labor, materials, equipment, transportation, fuel, tools, appurtenant expenses, taxes, permits, licenses, royalties, fees and all costs associated with performing the work described in the bidding documents including all exhibits and attachments.

BIDDER hereby agrees to execute a contract and provide insurance and a performance bond within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading weekly certified payrolls to the Labor Commissioner.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that the quantities given on the Bid form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly, or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

The City will determine the lowest bidder by the Lowest Total Bid Amount for Level A Service.
Award will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria required. Resulting contract may be awarded at:

- Level A service for all areas, or
- Level A service for some areas with specific areas at Level B or C Service if deemed appropriate by the City.

BIDDER understands that once contract is awarded, the City reserves the right to further increase or decrease the Level of Service in any area(s) of the Quadrant, which will result in a corresponding increase

or decrease to the contract amount as specified in the RFB. The City will provide the Contractor with 30 days advance written notice when Level of Service is being changed.

The City reserves the right to add or delete areas (square footage) from this contract if needed. Any added or deleted areas will cause a price adjustment to contract. Price adjustments will be based on the Contractor's unit price for the Level of Service being provided to the specific area.

Any new areas that may be added shall be maintained to the same standards required by the specifications of the Service Level for that specific area.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

All bids will be checked for accuracy. In the case of discrepancy in amounts bid, the unit cost shall prevail as basis for award.

LANDSCAPE MAINTENANCE OF QUADRANT F, PER SPECIFICATIONS OF RFB-22-23-07

Level A Service Service once per week (52 times annually)	**Quantity (Sq. Footage)**	**X**	**Unit Cost (Monthly)**	**=**	**Monthly Price**
Turf (including irrigation maintenance)	152,536 sq. ft.	X	$ 0.0263 /sq. ft.	=	$ 4,011.70 ✓
Planter (trees, shrubs, ground cover, vine cover on walls and weed control)	288,656 sq. ft.	X	$ 0.0093 /sq. ft.	=	$ 2,684.50 ✓
			Total Monthly for Level A Service		$ 6,696.20 ✓

Alternate Bid Item: Contractor's Hourly Rate	
Applicable only to major repairs or Extra Work as authorized by Project Manager.	$ 55.00 per hour

EMTS, Inc.	2972 Larkin Avenue	Clovis	CA	93612
Bidding Company's Name	Business Address	City	State	Zip

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334
BIDDER to sign and submit with PROPOSAL

Firm: EMTS, Inc. Date: 7/05/2023

By: Darin Sherlock - Regional Operations Manager
Bidder's Signature

Name of Bidding Agency: EMTS, Inc.

Authorized Signature	Date	Printed Name of Person Authorized to sign
	7/05/2023	Darin Sherlock - Regional Operations Manager

Telephone No.	Fax No.	Email Address
direct. 209.316.2915 main o. 559.292.2900	559.292.7756	darins@eliteteamoffices.com luisv@eliteteamoffices.com

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO: BL057428

(A City Business License is not required to submit a bid; however, vendor is required to obtain a City Business License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326

FEDERAL TAX I.D. NO: 26-0860415

BIDDING CONTRACTOR'S D.I.R. REGISTRATION # 1000008208

BIDDER HAS SUBMITTED THE FOLLOWING WITH BID:

10% Bid Guarantee Bond	Yes X	No
Pesticide Applicator's License (QAL) Category "B"	Yes X	No
Valid Maintenance Gardener Pest Control Business License	Yes X	No

If Bidder is subcontracting this work to any entity holding a Pesticide Applicator's License (QAL category B) and a valid Maintenance Gardener Pest Control Business License. Bidder must properly identify all Subcontractors on the Subcontractor Listing Form submitted at time of bid. All Subcontractors must be DIR Registered and maintain registration in order to perform work under this contract.

Failure to submit the above REQUIRED items may result in disqualification of bid.

DESIGNATION OF SURETIES

If we are awarded we will be able to provide one

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom bidder intends to procure insurance, i.e., describe your insurance coverage, including the name of your carrier.

Company Name	Address	Tel. No.	Contact	
BONDING Alliant	525 Market Street, Ste. 2900, San Francisco, CA 94105	T. 559-374-3570	Steve Edwards	sedwards@alliant.com
SURETY Fidelity	9 E. River Park Place East, Suite 310, Fresno ca 93720	Kim Wilson T. (559) 374-3647	Kim.Wilson@alliant.com	
EPIC Insurance	200 S Virginia Street, Suite 450, Reno, NV 89506	T. (775) 954-0405	Deseree Carper	deseree.carper@epicbrokers.com

SEE ATTACHED INSURANCE COVERAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brianna Orchekowski
Edgewood Partners Ins. Center 1390 Willow Pass Road, Suite 800 Lic#0B29370 Concord CA 94520	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: brianna.orchekowski@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B : National Fire Insurance Co of Hartford	20478
INSURER C : The Continental Insurance Company	35289
INSURER D : Travelers Prop Casualty Co of America	25674
INSURER E :	
INSURER F :	

INSURED: ELITTEAM
EMTS, Inc.
2972 Larkin Ave
Clovis CA 93612

COVERAGES **CERTIFICATE NUMBER:** 702595826 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	7034346627	7/28/2022	11/15/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	7034346630	7/28/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			CUP7T51039622NF	7/28/2022	11/15/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	WCC334010A	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Elite Team Offices, Inc
Named Insured Schedule
07/28/2022-11/15/2023

- Elite Team Offices, Inc.
- Elite Landscape Construction Inc.
- EMTS, Inc.
- EMTS, Inc. dba Greenscapes
- EMTS, Inc. dba Paysage Landscape
- Elite Private Landscape, Inc.
- Stockbridge General Contracting, Inc.
- Steven Seibert
- Stock Five Holdings
- Grassmasters
- SE Phillip & Holland
- Lokes, Inc.
- 369 Equipment, Inc.
- Lokes Heavy Equipment Rental, Inc.
- Lokes Water Trucks, Inc.

Name of Bidding Agency: EMTS, Inc.

REFERENCES

Bidder is to list **three (3)** accounts as references, complete with locations, that Bidder has maintained for **at least three (3) years** and **are similar in size and characteristics to those listed in this RFB.**

1. City of Fresno | Martin Wendels/Project Manager | 559-621-5390 | 2015 - Present
   Company Name | Contact Person | Phone | Length of Contract
   Citywide Landscape Management and Irrigation
   Description and Location of area(s) maintained.

2. City of Clovis | Eric Aller | 559.324.2600 | 2014 - Present
   Company Name | Contact Person | Phone | Length of Contract
   Citywide Landscape Management and Irrigation.
   Description and Location of area(s) maintained.

3. Clovis Community Medical | Alejandro Torres | t. 559.324.6804 xt 46804 c. 559.259.8460 atorres11@communitymedical.org | 2014 - Present
   Company Name | Contact Person | Phone | Length of Contract
   Maintenance of all landscape and irrigation.
   Description and Location of area(s) maintained.

SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113 inclusive of the Public Contract Code of the State of California, the undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the consent of the City and the approval of the project manager. If additional space is needed, please attach on a separate sheet of paper.

1. n/a | ------ | --------
   Name | Address | Email
   CSLB # | Expires | Trade | DIR Registration #

2. _____
   Name | Address | Email
   CSLB # | Expires | Trade | DIR Registration #

3. _____
   Name | Address | Email
   CSLB # | Expires | Trade | DIR Registration #

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE (EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: EMTS, Inc. dba Elite Maintenance & Tree Service Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature: _____ Date: 6/12/23

Name of Signing Official (Print or Type): Darin Sherlock

Title of Signing Official: Regional Operations Manager Company Seal (if any):

CERTIFICATE OF NONSEGREGATED FACILITIES (BIDDERS/ SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORs for specific time periods) it will:

(a) Obtain identical certifications from proposed SUBCONTRACTORs before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;

(b) Retain such certifications in its files; and

(c) Forward this certification and the following notice to the proposed SUBCONTRACTORs:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature: Darin Date: 6/12/23

Name of Signing Official (Print or Type) : Darin Sherlock

Title of Signing Official: Regional Operations Manager Company Seal (if any):

BID GUARANTEE

Known all men by these presents:

That we, EMTS, Inc. as principal and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Visalia (obligee) in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of $ Ten Percent of Bid Amount (10%).

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at Visalia, CA 11:00 a.m. on June 21, 2023 for improvement of

Invitation to Bid No. **22-23-07**

Project: **Landscape Maintenance of Quadrant F in Visalia, CA**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

6th day of June, 2023

Company (Principal): EMTS, Inc.

Business Address: 2972 Larkin Avenue, Clovis, CA 93612

Signature: _____ Date: 6/12/23

Name of Signing Official: Darin Sherlock Title: Regional Operations Mgr.

Company Seal (if any):

Company (Surety): Fidelity and Deposit Company of Maryland
4 Embarcadero Center, Suite 3740

Business Address: San Francisco, CA 94111

Signature: _____ Date: June 6, 2023

Name of Signing Official: Kim Wilson Title: Attorney-in-Fact

Company Seal (if any):

Note: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On June 6, 2023, before me, Bonnie Gonzalez, Notary Public, personally appeared Kim Wilson, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2368139
FRESNO COUNTY
My Comm. Exp. July 27, 2025

(Seal)

Signature: Bonnie Gonzalez
Bonnie Gonzalez, Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Steven P. EDWARDS, Kim WILSON, Lyn GENITO, Bonnie GONZALEZ, Trey BUSCH, and , of **Fresno, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New ,York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of April, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On June 12, 2023 before me, Desiree Nicole Alvarado, Notary Public
(insert name and title of the officer)

personally appeared Darin Sherlock,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DESIREE NICOLE ALVARADO
Notary Public - California
Fresno County
Commission # 2339227
My Comm. Expires Dec 5, 2024

Signature _____ **(Seal)**

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I, Darin Sherlock, being first duly sworn, deposes and says that he or she is Regional Operations Manager of EMTS, Inc. the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature: Darin Sherlock

Name of Signing Official: Darin Sherlock

Title of Signing Official: Regional Operations Manager Date: 7/5/23

Company Seal (if any):

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

see attached

State of California
County of Fresno

On this _____ day of _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On 7/5/23 before me, Desiree Nicole Alvarado, Notary Public
(insert name and title of the officer)

personally appeared Darin Sherlock,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DESIREE NICOLE ALVARADO
Notary Public - California
Fresno County
Commission # 2339227
My Comm. Expires Dec 5, 2024

Signature _____ **(Seal)**

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature:

Name of Signing Official: Darin Sherlock

Title of Signing Official: Regional Operations Manager

Date: 6/12/23

Company Seal (if any):

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Address: 2972 Larkin Avenue - Clovis, CA 93612

Signature:

Name of Signing Official: Darin Sherlock

Title of Signing Official: Regional Operations Manager

Date: 6/12/23

Company Seal (if any):

CITY OF VISALIA, CA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: EMTS, Inc. dba Elite Maintenance & Tree Services

Firm Address: 2972 Larkin Avenue, Clovis, CA 93612

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:

Derik Jakusz - COO E. derikj@eliteteamoffices.com T. (559) 647-8295

Guy Stockbridge - CEO

Submitted by: Name Darin Sherlock - Regional Operations Manager

Date 7/05/2023

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
EMTS, Inc. dba Elite Maintenance & Tree Service	26-0860415
BY(Authorized Signature)	DATE EXECUTED
	6/12/23
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Darin Sherlock	(559)292-2900
TITLE OF PERSON SIGNING	
Regional Operations Manager	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
2972 Larkin Avenue - Clovis, CA 93612	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

○ The Contractor is not:

(1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

○ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

○ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: Darin Sherlock

Title: Regional Operations Manager Agency Name: EMTS, Inc. dba Elite Maintenance & Tree Service

Date: 6/12/23

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

City of Visalia, CA
707 West Acequia Ave., Visalia, CA 93291

Purchasing Division
Tel: (559) 713-4334 Fax: (559) 713-4801

REQUEST FOR BIDS
RFB-22-23-07
ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE OF QUADRANT F

ADDENDUM NO. 1

Issued: Wednesday, June 14, 2023

Bids Due: **11:30 A.M. on Friday, July 7, 2023**

This Addendum is being issued to extend the bid submittal deadline and provide additional information.
This addendum becomes part of the RFB 22-23-07 bid document and must be signed and submitted with proposal.

ITEM 1: EXTENSTION OF BID SUBMITTAL DEADLINE
City staff is currently making changes to the specifications and bid pages. Therefore, the bid submittal deadline has been extended as follows:

Bids are due no later than: 11:30 A.M. on Friday, July 7, 2023

ITEM 2: QUESTIONS/RESPONSES

Q1 Will weekend work be allowed on occasion if the noise ordinance is followed?
Response: Some work may be allowed on the weekend with prior written permission of the Project Manager.

ITEM 3: ADDITIONAL INFORMATION

A. The current rates being paid for the temporary landscape maintenance service contract for Quadrant F is as follows:
Quadrant F $8,254.35 monthly

B. Sign-in sheets from the mandatory pre-bid meetings for Quadrant F are attached.

C. City staff anticipates issuing a subsequent Addendum for this project in the next couple of weeks which will include updated prevailing wages, revised specifications and a revised bid form.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

BIDDER to sign and submit with PROPOSAL

Firm: EMTS, Inc. Date: 7/05/2023

By: Darin Sherlock - Regional Operations Manager
Bidder's Signature

LEVELS OF SERVICE

The City of Visalia prefers the highest level of service for all areas of the Quadrant. Most areas in all Quadrants have funding that can support the highest level of service. However, there are rare instances when the available funding in a particular area of a Quadrant will require the City to reduce the costs for that area by reducing the level of service (frequency of service) for that area. Therefore, the City of Visalia reserves the right to assign a service level of less frequency (Level B or Level C Service) to specific areas of a Quadrant when City deems necessary.

The City will provide the Contractor with 30 days advance written notice listing the area and square footages for which service shall be reduced and the effective day of service reduction. City will also automatically reduce the contract payment amount for those specific areas according to the table below which shows the reduction for Level B and Level C.

Service Level	Frequency of Service	Number of Services Annually	Percentage by which Contractor's price will be reduced
A	Once per week intervals	52	-
B	Two-week intervals	26	25%
C	Once per month intervals	12	33%

Visalia City Council

Staff Report

File #: 23-0317 **Agenda Date:** 8/21/2023 **Agenda #:** 12.

Agenda Item Wording:
Request authorization to initiate proceedings for the modifications of the Landscape and Lighting Assessment District No. 16-01 "Di Mello Toscana" (Resolution No. 2023-38) (APN: 077-720-002).
Deadline for Action: 8/21/2023

Submitting Department: Community Development

Contact Name and Phone Number:
Lupe Garcia, Civil Engineer, lupe.garcia@visalia.city <mailto:lupe.garcia@visalia.city>, (559) 713-4197
Jason Huckleberry, Assistant Com Dev Director, jason.huckleberry@visalia.city <mailto:jason.huckleberry@visalia.city>,
(559) 713-4495
Paul Bernal, Community Development Director, paul.bernal@visalia.city <mailto:paul.bernal@visalia.city>, (559) 713-4025

Department Recommendation:
Staff recommends that City Council initiate the proceedings for the modifications of improvements in Landscape and Lighting Assessment District No. 16-01 "Di Mello Toscana" (Resolution No. 2023-38).

Background Discussion:
In 2020, plans for the development of Visalia RV Storage Park were submitted to the city under Building Permit No. B204641. The proposed development is a 5.7-acre RV storage facility with 157 stalls, a 2.7-acre space designated for a future self-storage facility, and 0.8 acres of land for the development of three single-family residences. The Conditional Zoning Agreement (CZA) No. 2019-10, requires the RV storage park development to relocate the existing pedestrian access trail from Elowin Street to the walking path around the City's storm basin referred to as the "Piano Basin" to accommodate the three proposed single-family residences (reference the attached "CZA No. 2019-10 Plat"). Currently, the existing trail is part of the "Di Mello Toscana" Landscape and Lighting Assessment District 16-01 and requires authorization to modify the landscape and lighting district. In this instance, the amount being assessed against the landscape and lighting district would decrease.

Upon approval of Resolution No. 2023-38, seeking authorization to initiate proceedings for the modifications of Landscape and Lighting Assessment District No. 16-01 "Di Mello Toscana", staff would then come back to Council for their consideration requesting authorization for the modification of improvements and levying the annual assessments in Landscape and Lighting Assessment District No. 16-01, which will be presented as a public hearing item at the September 18, 2023 City Council meeting.

Under paragraph (a) of the California Streets and Highways Code, Section 22626, notification of the

resolution pertaining to the Landscape and Lighting Assessment District No. 16-01 amendment will be published pursuant to the California Streets and Highways Code, Section 22552 and Section 22553. Under California Government Code, Section 6060 and 6061, the publication will be published one time at least 10 days prior to the September 18, 2023 City Council meeting in the Visalia Times Delta newspaper.

Modification of Landscape and Lighting District No 16-01:
The City of Visalia has been allowing the developers of subdivisions to form assessment districts under the Landscape and Lighting Act of 1972, and now under Proposition 218, in lieu of using homeowner's associations for the maintenance of common features such as landscaping, irrigation systems, streetlights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

On April 18, 2016, the City Council approved the formation of Landscape and Lighting Assessment District No. 16-01 "Di Mello Toscana", including 116 lots. The City would need permission from the individual owners in the existing district if the modification of the existing Landscape and Lighting District No. 16-01 would cause the per lot assessment in the Engineer's report to increase, which is not occurring at this time. The reduction in overall landscape square footage will result in a reduced annual assessment, to be determined by a formal Engineer's Report.

Fiscal Impact:
The 116-lots will be contributing to the Landscape and Lighting Assessment District 16-01 created for maintenance of common features related to this subdivision. The new annual lot assessment is expected to decrease.

Prior Council Action:
- On December 16, 2019, the City Council approved the Second Amendment to Conditional Zoning Agreement No. 2005-02, per Conditional Zoning Agreement No. 2019-10.
- On April 18, 2016, the City Council approved for recordation the Final Map Di Mello Toscana and authorized the formation of Landscape and Lighting Assessment District No. 16-01.
- On June 10, 1987, the City Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions

Other:
- On October 28, 2019, the Planning Commission approved the Second Amendment to Conditional Zoning Agreement 2005-02.
- On June 26, 2006, the Planning Commission approved the Tentative Subdivision Map 5516 for "Di Mello Toscana".

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to initiate the proceedings for modification of the Landscape and Lighting Assessment District No. 16-01 "Di Mello Toscana" (Resolution No. 2023-38). APN: 077-720-002.
Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

1. Resolution No. 2023-38
2. Aerial Map
3. Di Mello Toscana Final Map
4. CZA No. 2019-10 Plat

RESOLUTION NO. 2023-__

RESOLUTION INITIATING PROCEEDINGS
FOR MODIFICATIONS OF IMPROVEMENTS
IN DISTRICT 16-01 Di Mello Toscana
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council proposes to modify the improvements in the assessment district pursuant to the Landscaping & Lighting act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvement modifications:

   a. The Modifications will result in a removal of 11,202 square foot of landscape maintenance area and a reduction of 13 landscape trees from the existing district.

   b. All other improvements in the assessment district shall remain unchanged.

2. The modified district shall remain designated as “Assessment District No. 16-01, City of Visalia, Tulare County, California”, and shall include the land shown on the map designated “Amended Assessment Diagram, Landscape & Lighting Assessment District No. 16-01, Di Mello Toscana”, which is on file with the City Clerk and is hereby approved and known as “Di Mello Toscana.”

3. The City Engineer of the City of Visalia is the designated engineer for the purpose of these proceedings. The Engineer will file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape & Lighting Act of 1972 to describe the revised improvements, boundaries, and proposed assessment upon the assessable lots and parcels of land within District 16-01. This report is expected to show the annual assessment to decrease per lot.

4. The City Council, on September 18, 2023 shall hold a public hearing to decide whether to modify the improvements and reduce the assessments on District 16-01 based on the report by the Engineer.

5. Notice of hearing shall be provided pursuant to Streets & Highways Code Section 22626.

PASSED AND ADOPTED: _____ ____, 2023 LESLIE B. CAVIGLIA, CITY CLERK

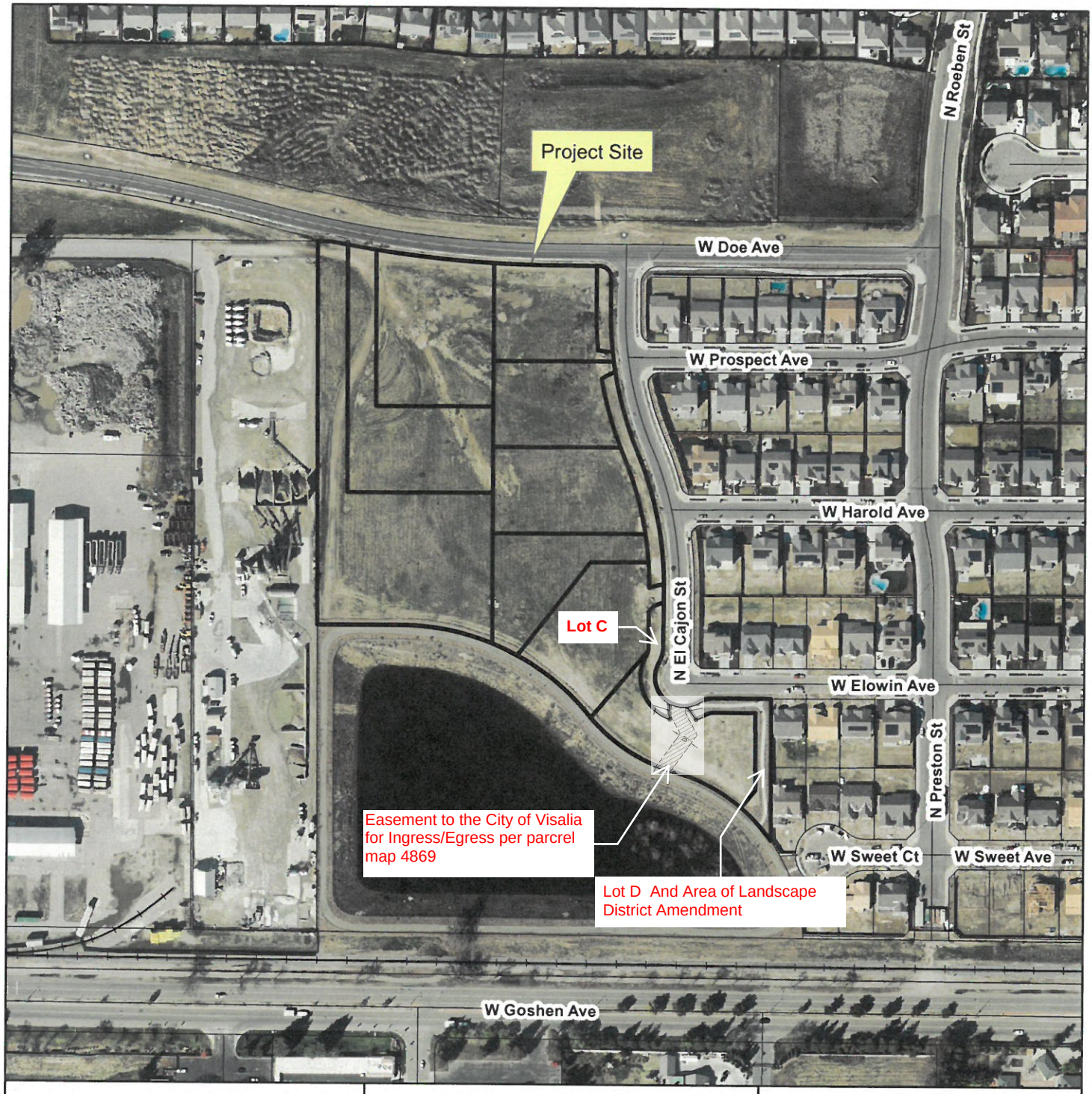
STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2023-__ passed and adopted by the Council of the City of Visalia at a regular meeting held on _____ ____, 2023.

Dated: _____ Leslie B. Caviglia, CITY CLERK

_____
By Michelle Nicholson, Chief Deputy City Clerk

The project site is located on the southwest corner of Doe Avenue and El Cajon Street.
(APN: 077-720-001 through -007; 077-730-001 and -002)



Vicinity Map

Aerial Photo

Photo Taken March 2018

0 100 200 400 Feet

N W E S

WATERWAYS
RAILROADS
CITY LIMITS
PARCELS

DI MELLO TOSCANA

BEING PARCEL 1 OF LOT LINE ADJUST NO. 2006-25, PER DOCUMENT NO. 2006-0075969 RECORDED JULY 24, 2006, T.C.R., SITUATED IN A PORTION OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 24 EAST MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. RIGHT OF WAY FOR DOE AVENUE, PROSPECT AVENUE, HAROLD AVENUE, EL CAJON STREET, MAE CARDEN STREET, ELOWIN AVENUE, SWEET AVENUE, PRESTON STREET, AND SWEET COURT IN FEE TO THE CITY OF VISALIA.
2. LOTS A, B, C, D, E, F AND G, IN FEE, TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES.
3. PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).
4. STORM DRAIN EASEMENT, FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAIN PIPELINES, AS EASEMENT IN FAVOR OF THE CITY OF VISALIA, AS SHOWN HEREON.
5. BLOCK WALL FOOTING EASEMENTS, AS EASEMENT IN FAVOR OF THE CITY OF VISALIA, AS SHOWN HEREON.

WC VISALIA 5516, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: JOSHUA E. PETERSON, MANAGING MEMBER

ASSEMI BROTHERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: FARID ASSEMI, PRESIDENT

GRANVILLE HOMES, INC. A CALIFORNIA CORPORATION

BY: DEREK W. HAYASHI

U.S. BANK NATIONAL ASSOCIATION, d/b/a HOUSING CAPITAL COMPANY

BY: CARRIE DURAN

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA/COUNTY OF Fresno

ON April 14, 2016 BEFORE ME, Kerry K. Caldwell, Notary Public,

PERSONALLY APPEARED, Joshua E. Peterson and Carrie Duran WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ~~is~~/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE~~/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE Kerry K. Caldwell — Kerry K. Caldwell PRINT NAME

MY COMMISSION EXPIRES: March 16, 2018 — 2058249 COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: Fresno COUNTY

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA/COUNTY OF Fresno

ON April 14, 2016 BEFORE ME, Liana Leyva, Notary Public,

PERSONALLY APPEARED, Farid Assemi and ~~Derek W.~~ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ~~is~~/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE~~/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

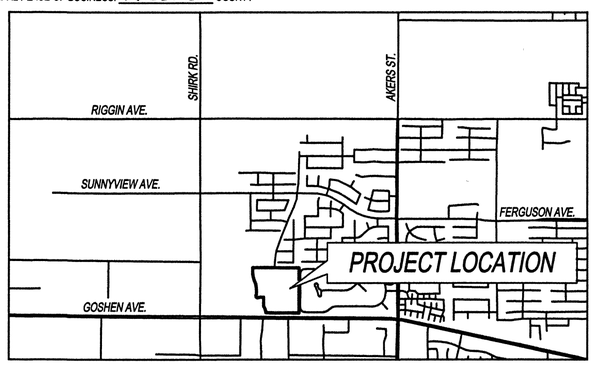
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

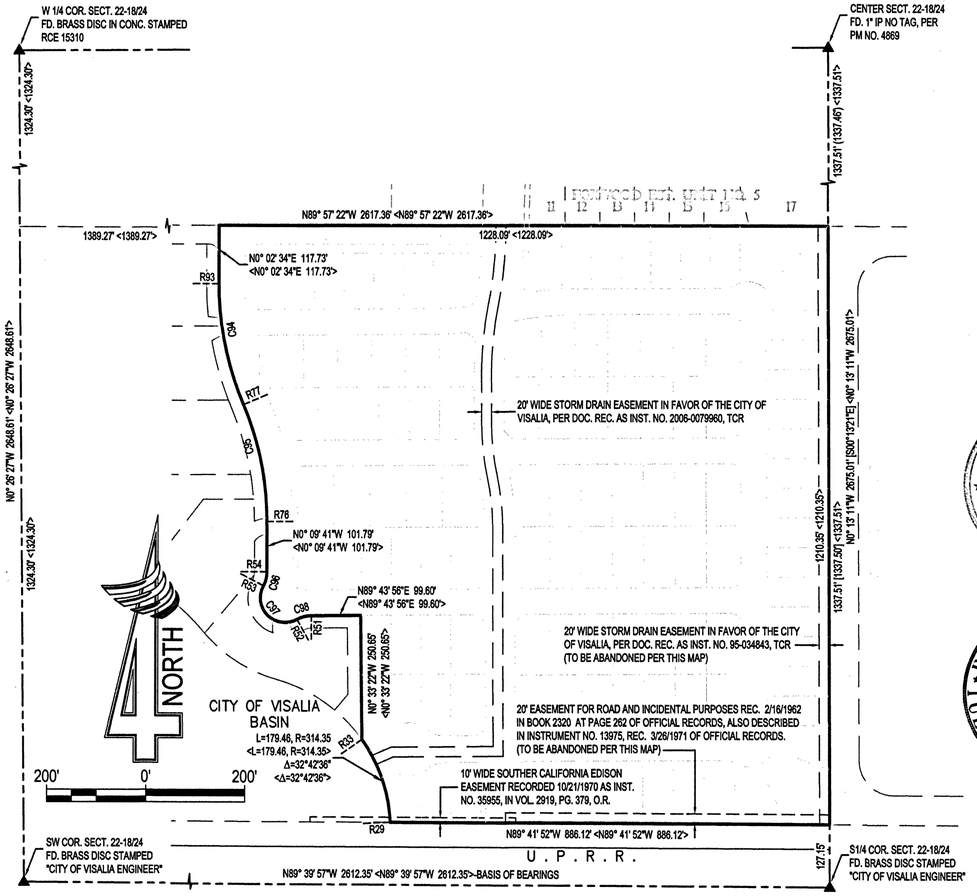
SIGNATURE Liana Leyva — Liana Leyva PRINT NAME

MY COMMISSION EXPIRES: August 17, 2018 — 2078341 COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: Fresno COUNTY



VICINITY MAP



LEGEND

- ▲ FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- O SET BRASS DISC STAMPED PLS 8163, FLUSH IN CONCRETE
- ● SET 3/4" IRON PIPE TAGGED PLS 8163, AND AT ALL LOT CORNERS
- ◊ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER
- ( ) RECORD DATA PER FOXWOOD EST. UNIT NO. 5, REC. IN VOL. 41 OF MAPS, AT PAGE 34, T.C.R., OR CALCULATED THEREFROM
- [ ] RECORD DATA PER THE LAKES PHASE V (AMEND.), REC. IN VOL. 34 OF MAPS AT PAGE 54, T.C.R., OR CALCULATED THEREFROM
- < > RECORD DATA PER PARCEL MAP NO. 4869, REC. IN BOOK 49 OF PARCEL MAPS, AT PAGE 74, T.C.R., OR CALCULATED THEREFROM
- (R),R- RADIAL BEARING OR RADIAL NUMBER
- ——— LINE INDICATES SUBDIVISION BOUNDARY
- C- CURVE NUMBER

BASIS OF BEARINGS

THE SOUTH LINE OF THE SW 1/4 OF SECTION 22-18/24 PER PARCEL MAP NO. 4869, PER MAP REC. IN BK. 49 OF PARCEL MAPS AT PG 74, T.C.R. TAKEN AS:

S89°39'57"E

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NO. 06107C0930E & 06107C0928E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X(SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING, AREAS OF 1-PERCENT ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1-PERCENT ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED FROM THE 1-PERCENT ANNUAL CHANCE FLOOD BY LEVEES.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 16-01, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

NOTICE OF ABANDONMENT

PURSUANT TO SECTION 66434 (G) OF THE GOVERNMENT CODE, THE FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING PUBLIC EASEMENT:
EXISTING STORM DRAIN EASEMENT PER DOC. REC. 6/1/1995, AS INST. NO. 95-034843, TCR.

PROFESSIONAL LAND SURVEYOR — RANDY D. WASNICK — Exp. 12/31/16 — P.L.S. 8163 — STATE OF CALIFORNIA

PROFESSIONAL LAND SURVEYOR — JEFFREY S. LAND — P.L.S. 8634 — STATE OF CALIFORNIA

CITY OF VISALIA — COUNTY OF TULARE

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WATHEN AND CASTANOS IN APRIL OF 2016. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RANDY D. WASNICK P.L.S. 8163 — DATE 9/12/16

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

JEFFREY S. LAND P.L.S. 8634 — DATE 5/4/16

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO TENTATIVE SUBDIVISION MAP NO. 5516 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON JUNE 26, 2006.

JOSH MCDONNELL, A.I.C.P.
CITY PLANNER

BY J McDonnell — DATE 4/28/2016

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS 18th DAY OF April, 2016, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, LOTS A-G, STORM DRAIN EASEMENTS, AND BLOCK WALL FOOTING EASEMENTS; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS; AND CONSENTING TO THE ABANDONMENT OF THE STORM DRAIN EASEMENT, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.
WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS 9th DAY OF May, 2016.

MICHAEL OLMOS
CITY MANAGER/CITY CLERK

Michelle Nicholson
CHIEF DEPUTY CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, MICHAEL C. SPATA, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS 7th DAY OF June, 2016.

MICHAEL C. SPATA, COUNTY ADMINISTRATIVE OFFICER/ CLERK OF THE BOARD OF SUPERVISORS

BY: DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO. 2016-0033256 — FEE PAID $14.00

FILED THIS 9th DAY OF JUNE, 2016, AT 8:00 A.M.,

IN VOLUME 43 OF MAPS, AT PAGE 72 TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.

ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: DEPUTY

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

6-7-16

DI MELLO TOSCANA

LEGEND

- ▲ FOUND AND ACCEPTED MONUMENT AS DESCRIBED
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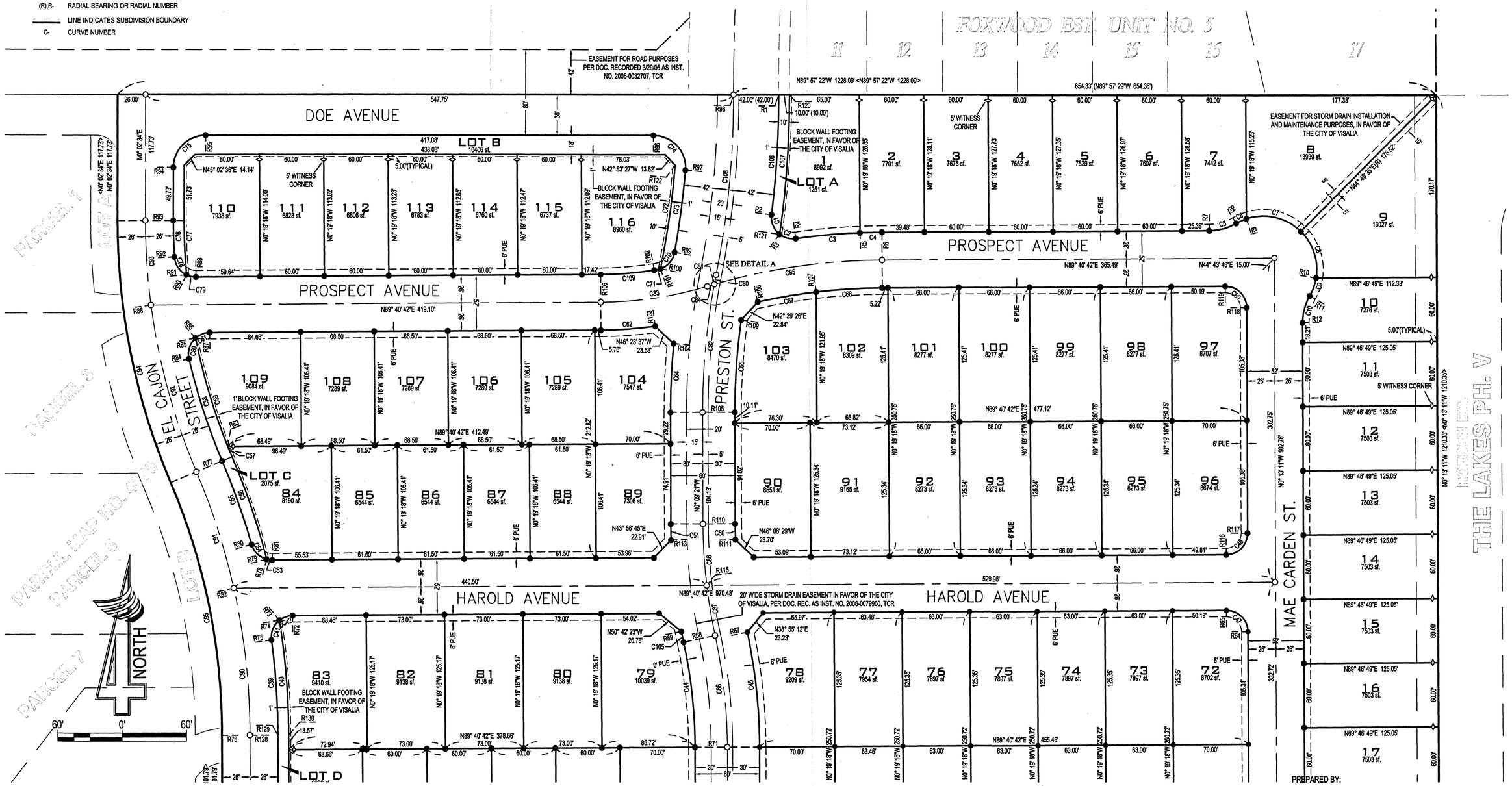

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 2 OF 4

8-7-16

DI MELLO TOSCANA

LEGEND

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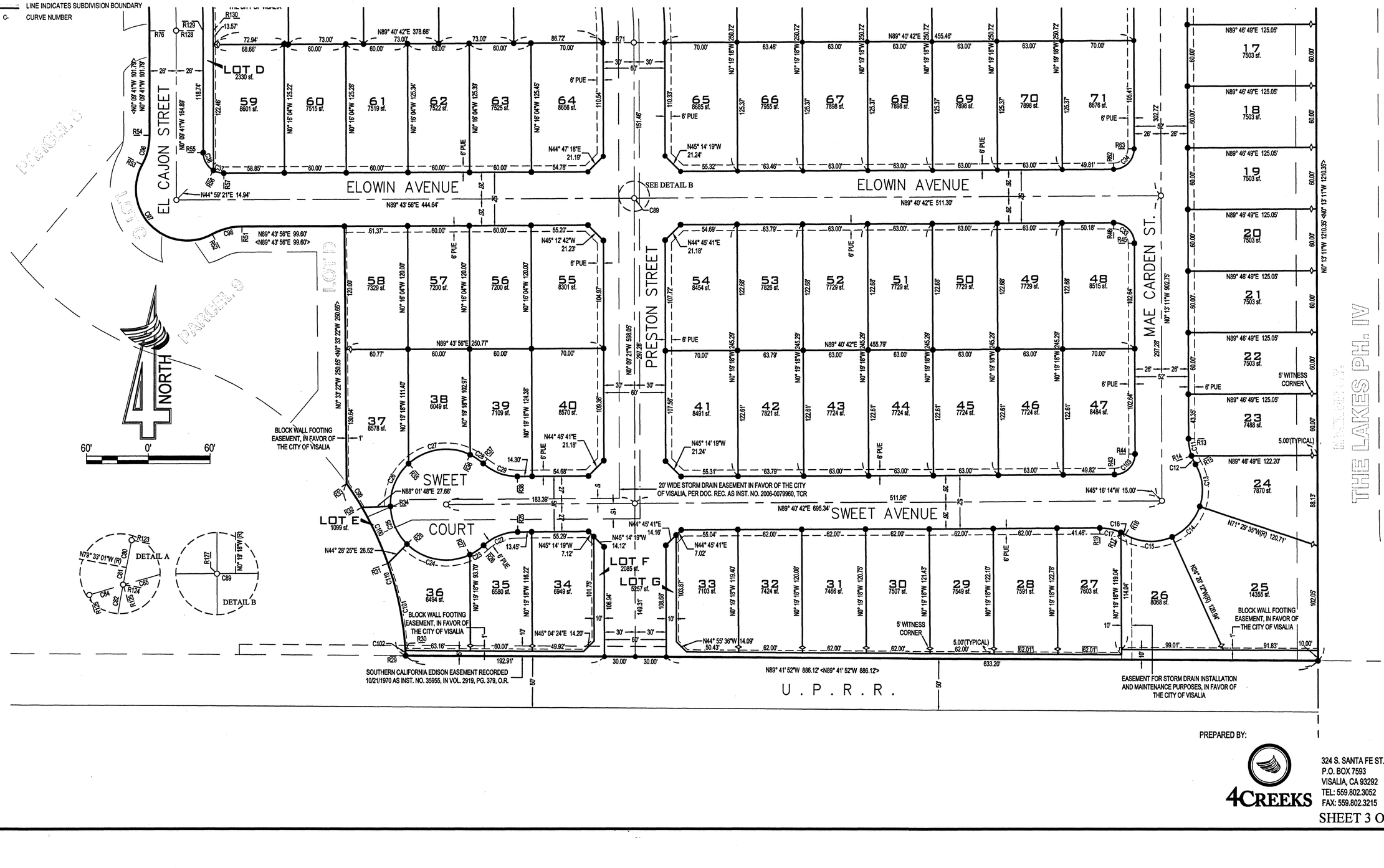

THE LAKES PH. IV

PREPARED BY:

4CREEKS
324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

6-7-16

DI MELLO TOSCANA

BASIS OF BEARINGS

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S89°39'57"E

RADIAL TABLE

Line #	Direction
R1	N89° 49' 07"E
R2	S82° 58' 04"E
R3	S37° 34' 40"W
R4	S8° 00' 14"E
R5	S2° 16' 41"E
R6	S0° 19' 18"E
R7	N0° 19' 18"W
R8	S30° 19' 40"E
R9	S18° 15' 00"E
R10	S80° 45' 27"E
R11	N60° 12' 49"W
R12	N89° 46' 49"E
R13	S89° 46' 49"W
R14	N70° 19' 25"E
R15	N59° 47' 44"E
R16	S29° 39' 47"W
R17	N23° 56' 07"E
R18	S0° 19' 18"E
R25	S0° 19' 18"E
R26	N42° 46' 18"W
R27	N25° 29' 56"W
R28	S44° 28' 25"W
R29	S87° 25' 58"W
R30	N86° 31' 12"E
R31	S70° 43' 58"W
R32	N59° 44' 48"E
R33	S54° 43' 23"W
R34	N88° 01' 48"E
R35	N42° 23' 04"W
R36	S25° 51' 24"W
R37	N42° 07' 43"E
R38	S0° 19' 18"E
R43	N0° 19' 18"W
R44	N89° 46' 49"E
R45	N89° 46' 49"E
R46	S0° 19' 18"E
R51	S0° 16' 04"E
R52	N28° 56' 06"W
R53	N61° 34' 34"W
R54	N89° 50' 19"E

RADIAL TABLE

Line #	Direction
R55	N89° 50' 19"E
R56	S29° 50' 19"W
R57	S0° 16' 04"E
R62	N0° 19' 18"W
R63	N89° 46' 49"E
R64	N89° 46' 49"E
R65	S0° 19' 18"E
R67	S78° 09' 41"W
R68	N77° 48' 13"E
R69	S78° 54' 32"W
R71	N89° 50' 39"E
R72	S0° 19' 18"E
R73	N38° 26' 59"W
R74	S80° 48' 13"W
R75	N82° 17' 29"E
R76	N89° 51' 24"W
R77	N67° 01' 03"E
R78	S15° 01' 28"W
R79	S75° 46' 16"W
R80	N74° 17' 00"E
R81	N0° 19' 18"W
R82	S77° 28' 05"W
R83	S68° 05' 13"W
R84	N77° 02' 54"E
R85	S78° 49' 26"W
R86	S42° 03' 36"E
R87	N0° 19' 18"W
R88	S82° 29' 05"W
R89	S0° 19' 18"E
R90	N25° 46' 20"E
R91	S84° 53' 18"W
R92	N86° 39' 50"E
R93	S89° 57' 26"E
R94	N89° 57' 26"W
R95	S0° 02' 38"W
R96	S0° 02' 38"W
R97	S85° 12' 04"E
R98	S89° 48' 27"W
R99	S79° 42' 42"E
R100	N78° 27' 37"W

RADIAL TABLE

Line #	Direction
R101	S19° 05' 03"E
R102	N9° 38' 13"W
R103	S8° 03' 25"E
R104	S84° 43' 48"E
R105	N89° 50' 39"E
R106	S0° 19' 18"E
R107	N6° 45' 49"W
R108	N12° 31' 21"W
R109	S82° 09' 46"E
R110	N89° 50' 39"E
R111	S88° 02' 20"W
R113	S88° 12' 48"W
R115	N83° 15' 09"E
R116	S0° 19' 18"E
R117	N89° 46' 49"E
R118	N89° 46' 49"E
R119	S0° 19' 18"E
R120	S89° 49' 16"W
R121	N81° 52' 25"W
R122	N85° 27' 59"W
R123	S78° 46' 29"E
R124	S79° 33' 23"E
R125	N16° 06' 29"W
R126	S16° 47' 16"E
R127	N0° 16' 04"W
R128	N89° 51' 47"W
R129	N89° 52' 09"W
R130	N89° 52' 17"W

CURVE TABLE

Curve #	Length	Radius	Delta	Tangent
C1	20.75'	20.00'	59°27'16"	11.42'
C2	15.91'	20.00'	45°34'53"	8.40'
C3	60.06'	601.00'	5°43'33"	30.05'
C4	20.52'	601.00'	1°57'23"	10.26'
C5	26.19'	50.00'	30°00'22"	13.40'
C6	10.54'	50.00'	12°04'40"	5.29'
C7	54.96'	50.00'	62°58'35"	30.63'
C8	47.57'	50.00'	54°30'58"	25.76'
C9	17.93'	50.00'	20°32'38"	9.06'
C10	26.19'	50.00'	30°00'22"	13.40'
C11	16.98'	50.00'	19°27'24"	8.57'
C12	9.19'	50.00'	10°31'41"	4.61'
C13	42.51'	50.00'	48°42'42"	22.63'
C14	41.15'	50.00'	47°09'23"	21.82'
C15	47.12'	50.00'	53°59'58"	25.48'
C16	5.00'	50.00'	5°43'40"	2.50'
C17	21.17'	50.00'	24°15'24"	10.74'
C22	36.30'	49.00'	42°27'01"	19.03'
C23	16.26'	54.00'	17°16'23"	8.20'
C24	65.95'	54.00'	69°58'21"	37.79'
C25	41.05'	54.00'	43°33'23"	21.57'
C26	46.73'	54.00'	49°35'06"	24.94'
C27	64.32'	54.00'	68°14'26"	36.59'
C28	15.34'	54.00'	16°16'19"	7.72'
C29	36.30'	49.00'	42°27'01"	19.03'
C33	31.45'	20.00'	90°06'06"	20.04'
C34	31.38'	20.00'	89°53'54"	19.96'
C37	10.51'	20.00'	30°06'22"	5.38'
C38	20.94'	20.00'	60°00'00"	11.55'
C39	89.21'	652.00'	7°50'22"	44.67'
C40	107.74'	662.00'	9°19'31"	53.99'
C41	20.69'	20.00'	59°15'32"	11.38'
C42	13.31'	20.00'	38°07'41"	6.91'
C44	98.77'	470.00'	12°02'26"	49.57'
C45	108.07'	530.00'	11°40'58"	54.22'
C47	31.45'	20.00'	90°06'06"	20.04'
C48	31.38'	20.00'	89°53'54"	19.96'
C50	14.81'	470.00'	1°48'19"	7.40'
C51	15.09'	530.00'	1°37'51"	7.54'
C53	5.36'	20.00'	15°20'46"	2.69'

CURVE TABLE

Curve #	Length	Radius	Delta	Tangent
C54	20.69'	20.00'	59°15'32"	11.38'
C55	82.68'	652.00'	7°15'57"	41.40'
C56	101.14'	662.00'	8°45'13"	50.67'
C57	10.53'	564.00'	1°04'11"	5.26'
C58	100.49'	574.00'	10°01'51"	50.37'
C59	105.69'	564.00'	10°44'12"	53.00'
C60	21.26'	20.00'	60°53'30"	11.76'
C61	14.57'	20.00'	41°44'18"	7.62'
C62	50.76'	376.00'	7°44'08"	25.42'
C64	64.39'	680.00'	5°25'33"	32.22'
C65	86.49'	620.00'	7°59'34"	43.32'
C67	55.18'	549.00'	5°45'32"	27.61'
C68	61.73'	549.00'	6°26'31"	30.90'
C69	31.45'	20.00'	90°06'06"	20.04'
C70	21.16'	20.00'	60°37'40"	11.69'
C71	3.30'	20.00'	9°26'50"	1.65'
C72	97.58'	798.00'	7°00'22"	48.85'
C73	77.41'	808.00'	5°29'22"	38.74'
C74	49.61'	30.00'	94°45'18"	32.60'
C75	47.12'	30.00'	90°00'04"	30.00'
C76	33.85'	574.00'	3°22'44"	16.93'
C77	50.74'	564.00'	5°09'15"	25.39'
C78	21.26'	20.00'	60°53'30"	11.76'
C79	9.11'	20.00'	26°05'37"	4.63'
C80	8.80'	650.00'	0°46'32"	4.40'
C81	0.07'	650.00'	0°00'22"	0.03'
C82	120.25'	650.00'	10°35'58"	60.30'
C83	100.59'	350.00'	16°27'59"	50.64'
C84	6.82'	575.00'	0°40'47"	3.41'
C85	158.43'	575.00'	15°47'12"	79.72'
C86	57.52'	500.00'	6°35'30"	28.79'
C87	47.55'	500.00'	5°26'56"	23.79'
C88	105.07'	500.00'	12°02'26"	52.73'
C89	0.33'	350.00'	0°03'14"	0.16'
C90	138.42'	626.00'	12°40'08"	69.49'
C91	114.18'	626.00'	10°27'02"	57.25'
C92	161.97'	600.00'	15°28'02"	81.48'
C93	79.15'	600.00'	7°33'29"	39.63'
C94	251.57'	626.00'	23°01'31"	127.50'
C95	242.17'	600.00'	23°07'33"	122.76'

CURVE TABLE

Curve #	Length	Radius	Delta	Tangent
C96	29.93'	60.00'	28°35'08"	15.29'
C97	128.59'	50.00'	147°21'32"	170.76'
C98	30.02'	60.00'	28°40'02"	15.33'
C99	27.56'	314.35'	5°01'26"	13.79'
C100	60.27'	314.35'	10°59'09"	30.23'
C101	86.62'	314.35'	15°47'14"	43.58'
C102	5.01'	314.35'	0°54'46"	2.50'
C103	31.38'	20.00'	89°53'54"	19.96'
C105	10.22'	530.00'	1°06'19"	5.11'
C106	112.30'	892.00'	7°12'49"	56.23'
C107	130.75'	902.00'	8°18'19"	65.49'
C108	169.39'	850.00'	11°25'04"	84.98'
C109	52.68'	324.00'	9°18'55"	26.40'
C110	179.46'	314.35'	32°42'36"	92.25'

PREPARED BY:

4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
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CZA 2019-10 Plat

architecture & design
MICHELLE CRINKLAW HUERTA
AIA, LEED AP
11778 S. BETHEL AVE.
SELMA, CA 93662
TEL 559.408.4200
michelle@m-archdesign.com

PROPOSED 7' TALL WROUGHT IRON FENCE
EXISTING 7' TALL CHAIN LINK FENCE
667'-5"
ZONE: INDUSTRIAL
520'-9"
146'-3"
10'-0"
5'-0"
0' BUILDING & 5' LANDSCAPE SETBACK
SLOWING GROWING TREES AT INTERIOR PERIMETER
25'-0"
100'-0"
PROPOSED LOT LINE ADJUSTMENT
FUTURE
FIRE HYDRANT
ALONG DEDICATED
FIRE WATER LINE
24'-10"
PROPOSED 7' TALL BLOCK WALL
TO MATCH RESIDENTIAL
(E) DRAIN INLET
PROPERTY LINE
(E) STREET LIGHT
PROPOSED 6' WIDE
SIDEWALK
143'-7"
10'-0" BUILDING & 5' LANDSCAPE SETBACK
35' COVERED STALLS (15)
100'-0"
141'-10"
42'-0"
FUTURE SELF STORAGE BUILDINGS
+/-119,435 SF 2.7 ACRES
NOT APART
NORTH ELEVATION
24'-0"
R43'-0"
ALL DRIVE AISLES SHALL BE IMPROVED WITH
ASPHALT SECTION TO BE DESIGNED TO MIN.
TRAFFIC INDEX OF 5.0. MIN. 1% SLOPE
53'-0"
50'-2"
FUTURE PARKING
NORTH ELEVATION
6'-0"
10'-0"
10'-0"
PROPOSED STREET
TREES SPACED 20'
15 GAL. MIN.
100'-0"
36'-2"
46'-9"
84'-0"
385'-0"
EAST ELEVATION
8'-0"
19'-0"
41'-7"
25'-0"
LONG TERM STORAGE
BAYS OR STALLS CAN BE COMPACTED
AGGREGATE BASE, DG, OR ALTERNATIVE.
547'-5"
PROPOSED LOT LINE ADJUSTMENT
PROPOSED 10' WIDE
LANDSCAPING TO MEET
MWELO REQUIREMENTS
19'-0"
63'-7"
PROPOSED FIRE
HYDRANT
36'-2"
12'-0"
35' COVERED STALLS (29)
+/-56'
PROPOSED 22' WIDE
SLIDING GATE
481'-4"
R20'-0"
20'-0"
PROPOSED FIRE LANE
(E) PARCEL LINES TO MERGE
PROPOSED
ENTRY KEYPAD
KNOX BOX
25'-0"
ENTRANCE
PROPOSED 7' TALL
BLOCK WALL TO
MATCH RESIDENTIAL
PROPOSED 25' WIDE DRIVE
APPROACH SEE CITY
DETAIL C-27
PEDESTRIAN ACCESS
ACCESSIBLE PATH OF TRAVEL
R35'-0"
377'-5"
35' COVERED STALLS (9)
54'-11"
PROPOSED
WASH BAY
W/ HOSE
AIR PUMP
40'-7"
40' COVERED STALLS (29)
PROPOSED
STREET LIGHT
PER CITY STANDARD
ZONE: R-M-2
10'X24' 6" CMU TRASH
ENCLOSURE, 6' TALL
W/ 10' CONCRETE APRON
ON-SITE LIGHTS VIEW
PHOTOMETRIC
STUDY
PROPOSED
FIRE HYDRANT
47'-0"
COVERED RV STORAGE
+/-247,159 SF 5.7 ACRES
49'-8"
PROPOSED DUMP STATION
10' BUILDING & LANDSCAPE SETBACK
6' EASEMENT TO CITY FOR SIDEWALK
180'-3"
200'-0"
W. DOE AVE.
40' COVERED STALLS (30)
75'-0"
PROPOSED 6' WIDE
SIDEWALK
(E) AND FINAL
PROPERTY LINE
PROPOSED ENTRY
KEYPAD KNOX BOX
40' COVERED STALLS (19)
35' COVERED STALLS (2)
PROPOSED 25' WIDE DRIVE
APPROACH SEE CITY
DETAIL C-27
39'-7"
PROPOSED EXIT KEYPAD
10' BUILDING SETBACK
PROPOSED 10' WIDE
LANDSCAPING TO MEET
MWELO REQUIREMENTS
(E) AND FINAL
PROPERTY LINE
(E) CURB & GUTTER
R35'-0"
50'-0"
10' BUILDING SETBACK
PROPOSED 30' WIDE TRAIL
DEDICATED TO CITY
ACCESS TO BASIN.
PROPOSED ENTRY KEYPAD
KNOX BOX
PROPOSED PEDESTRIAN ACCESS
ACCESSIBLE PATH OF TRAVEL
47'-0"
WEST ELEVATION
FINAL PROPERTY LINE
PROPOSED 7' TALL BLOCK WALL
TO MATCH RESIDENTIAL ACROSS
43'-6"
25'-0"
EXIT
100'-0"
PROPOSED CITY STANDARD
RAMPED CURB RETURN
SEE DETAIL C-15
EXTEND THE MAINTENANCE/
TRAIL ROAD SECTION TO (E)
PONDING BASIN PATH
120'-4"
25' BUILDING SETBACK
116'-10"
25' COVERED STALLS (15)
NORTH ELEVATION
27'-2"
48'-0"
ENTRANCE
25'-6"
EAST ELEVATION
10'-0"
19'-1"
(E) PROPERTY LINE
DEDICATE (E) ACCESS
POINT TO CITY
(E)FIRE
HYDRANT
PROPOSED 10' WIDE PARKWAY
PROPOSED 8' WIDE TRIAL
ZONE: R-1-5
PROPOSED 7' TALL
WROUGHT IRON FENCE
ZONE R-1-5
FUTURE RESIDENTIAL
+/-11,447 SF
EXISTING
20' DRIVE
APPROACH
REMOVE
PROPOSED 7'-0" TALL CMU
BLOCK WALL
48'-2"
26'-6"
(E) CURB & GUTTER
(E) DRAIN INLET
ZONE: R-1-5
(E)FIRE
HYDRANT
N. EL CAJON ST.
(E) STREET LIGHT
ALONG EAST SIDE
EL CAJON, TYP.
PROPOSED 7'-0" TALL CMU
BLOCK WALL
64'-8"
ZONE: QUASI PARK
134'-4"
SEE 2ND PAGE DETAIL
ZONE R-1-5
FUTURE RESIDENTIAL
+/-12,732 SF
PROPOSED ACCESS POINT
& FINAL PROPERTY LINE
PROPOSED 26'-6" WIDE DRIVE
APPROACH SEE CITY DETAIL C-23
ZONE: R-1-5
PROPOSED STREET
TREES SPACED 20'
15 GAL. MIN.
112'-7"
25' BUILDING SETBACK
(E) PROPERTY LINE
PROPOSED
18' DRIVE
APPROACH
60'-0"
183'-8"
ZONE R-1-5
FUTURE RESIDENTIAL
+/-12,571 SF
60'-0"
ELOWIN AVE.
ZONE: R-1-5
91'-7"
(E) 9' TALL CMU WALL
5' BUILDING SETBACK
250'-8"
ZONE: R-1-5
EXISTING "DI MELLO TOSCANA" SUBDIVISION
PROPOSED SINGLE-FAMILY RESIDENCE
EXISTING PEDESTRIAN ACCESS TRAIL
N

Project: COVERED RV STORAGE

Location: SWC DOE & EL CAJON
VISALIA, CA

DATE
07-03-19
09-18-19

A1.1

SITE PLAN & ELEVATIONS

Visalia City Council

Staff Report

File #: 23-0319 **Agenda Date:** 8/21/2023 **Agenda #:** 13.

Agenda Item Wording:
Authorize City staff to initiate the Measure N amendment process to appropriate $174,200 and advance the purchase of one (1) Ford Police Interceptor for from FY 24/25 and replace a wrecked Measure N funded Dodge Charger; and appropriate $14,200 to address the budget shortfall for FY 23/24 vehicle purchases.

Deadline for Action: 8/21/2023

Submitting Department: Police Department

Contact Name and Phone Number: Chief Jason Salazar, ext. 4215, jason.salazar@visalia.city <mailto:jason.salazar@visalia.city> ; Captain Dan Ford, ext. XXX, Daniel.ford@visalia.city <mailto:Daniel.ford@visalia.city> ; Financial Analyst Liz Ybarra, ext.4250, liz.ybarra@visalia.city <mailto:liz.ybarra@visalia.city>

Department Recommendation:
Authorize City staff to initiate the Measure N amendment process to appropriate $174,200 and advance the purchase of the one (1) Ford Police Interceptor for FY 24/25 and purchase one (1) Ford Police Interceptor to replace a Measure N funded Dodge Charger, that was wrecked and totaled by a drunk driver. In addition staff is requesting to appropriate an additional $14,200 to address the budget shortfall for FY 23/24 vehicle purchases.

Summary:
On June 19th, 2023, City Council approved an amendment to Measure N for the purchase of two (2) Dodge Charger patrol vehicles that were originally budgeted in FY 21/22 and 22/23. The vehicles had not been purchased in previous years due to low inventory and vehicle cost increases. This approval was provided after staff had presented to the Measure N Committee and conducted two Public Hearings.

Since presenting and receiving approval to increase the allocation, staff were notified that Dodge was no longer going to produce gas-powered Dodge Chargers in 2024, and due to high demand, there is no 2023 models available for purchase. Staff have since identified the Ford Police Interceptor (patrol rated Ford Explorer) as the only suitable replacement for the Dodge Charger. The cost of the Explorer is more than the recently adjusted budget and will require an additional $14,200 for the purchase of the two vehicles currently in the budget. These two vehicles are part of the contract award that is also being requested tonight. Due to Measure N budget amendment requirements, the funding must go through a separate process. In addition,staff is requesting to advance the purchase of one (1) Ford Police Interceptor from FY24/25 (outlined in the Measure N Plan) and replace an existing Measure N 2019 Dodge Charger that was wrecked due to a drunk driver. The advance purchase is due to an anticipated supply shortage.

Background Discussion:
In 2010, the Department began using the Dodge Charger as the standard patrol vehicle. The Charger was a replacement for the discontinued Ford Crown Victoria Police Interceptor and has been in use by the Department since that time. The Department was notified in the spring of 2023 that Dodge would discontinue production of the Charger in 2024; however, Dodge indicated at that time they would still be able to fulfill orders made through the 23/24 budget cycle. In July of 2023, due to unprecedented demand, the Department was notified that all available Chargers had been purchased prior to our anticipated order date in September-October 2023. This unanticipated circumstance has resulted in numerous police departments having to identify a suitable replacement option for the Dodge Charger, while significantly increasing demand for the remaining gas-powered patrol vehicle options. This increased demand will likely last several years as organizations and the automotive industry adapt to EV legislation.

Staff analyzed several options for replacement of the Dodge Charger and determined that Ford Police Interceptor would be the best option. The Police Interceptor is very similar to the Dodge Charger in performance, maintenance, and overall cost (including estimated purchase, upfit, fuel, and maintenance cost. Overall, the Police Interceptor is the cheapest alternative to the Dodge Charger.

Despite being the cheapest alternative, the Police Interceptor is still more expensive than the Dodge Charger. Using FY 22/23 pricing models, the Police Interceptor was approximately $4,500 more than the Dodge Charger. Although the actual cost has not been released by Ford, staff are estimating a 5-7% cost increase. The primary reason for this increase is related to the increased demand for gas-powered vehicles despite limited options and supply. Based on research, staff estimate a total cost of $87,071 per vehicle. This includes a base price of $53,500; upfit cost of $26,750; and tax of $6,821.

Staff believe that due to the increasing demand and limited supply, as well as manufacturing trends in the automotive industry that are directed towards production of EV rated vehicles, the cost of patrol vehicles will continue to increase moving forward. Additionally, limited supply will likely make it more difficult for vendors to fulfill orders moving forward. In speaking with the vendor, staff believe that there will be sufficient supply to meet the needs of the City this year but will become more difficult in subsequent years. The Department experienced a similar supply shortage in FY 21/22 when supplies were limited due to COVID, and vendors were unable to provide any of the vehicles ordered by the Department.

Due to the anticipated supply shortage and vehicle change, staff is requesting to advance one Measure N patrol vehicle from FY 24/25 (outlined in the plan).. In addition,, staff is requesting to replace one Measure N Vehicle that was wrecked during a collision with a drunk driver. This vehicle, which was totaled because of the collision, was purchased in 2019 and was not scheduled for replacement until FY 29/30.

Staff is also requesting to increase the Measure N budget for two vehicles currently budgeted in FY 23/24 by $14,200. An increased allocation for these vehicles was previously approved by Council after presenting to the Measure Committee and receiving their recommendation to increase the allocation, and conducting two Public Hearings

In addition to this request, staff is requesting on tonight's Council Agenda the authorization to purchase thirty-two (32) Ford Police Interceptors. If the Measure N process is approved, the two additional Measure N vehicles will be added to the contract being awarded tonight, bringing the total contract to 34 patrol vehicles.

Staff is recommending to start the Measure N process to amend the budget as outlined which includes directing staff to receive comment from the Measure N Committee, conduct two public hearings, and final approval from Council.

Fiscal Impact:
Staff is requesting an additional appropriation of $14,200 to address a budget shortfall to purchase two (2) Measure N Ford Police Interceptors currently budgeted; and appropriate $174,200 for the advance purchase of 1 Measure N Ford Police Interceptors from FY 24/25 and replace 1 wrecked patrol vehicle.

Prior Council Action: June 19, 2023: Council approved motion to amend MN spending plan.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
Authorize City staff to initiate the Measure N amendment process to appropriate $174,200 and advance the purchase of one (1) Ford Police Interceptor for from FY 24/25 and replace a wrecked Measure N funded Dodge Charger; and appropriate $14,200 to address the budget shortfall for FY 23/24 vehicle purchases.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: N/A

Visalia City Council

Staff Report

File #: 23-0320 **Agenda Date:** 8/21/2023 **Agenda #:** 14.

Agenda Item Wording:
Second Reading of Ordinance 2023-07 amending the Visalia Municipal Code Chapter 13.20, Water Conservation, to partially exempt groundwater users subject to the jurisdiction of and regulation by the Mid Kaweah Groundwater Sustainability Agency.

Deadline for Action: None

Submitting Department: Administration

Contact Name and Phone Number: Rhett Anderson, (559) 713-4530

Department Recommendation: It is the recommendation of staff to City Council to conduct the second reading and approve the amendment to the Visalia Municipal Code, Chapter 13.20, Water Conservation, to allow for the partial exemption from portions of Sections 13.20.060 and 13.20.070 for groundwater users subject to the jurisdiction of and regulation by the Mid Kaweah Groundwater Sustainability Agency (MKGSA). The changes would encourage these users to enroll with the MKGSA if they have not already done so and would allow greater flexibility to manage their use than the City's landscape irrigation provisions of Chapter 13.20 currently allow. Staff is recommending this change because it encourages a collaborative approach with the user and the MKGSA that should provide flexibility in meeting the needs of the user while still meeting the intent of Chapter 13.20.

Background Discussion:

The City of Visalia has had a longstanding dedication to the conservation of water resources. This was demonstrated in the adoption of the Water Conservation Ordinance, which outlined appropriate uses of water for City residents and commercial properties alike. As a groundwater reliant municipality, the City of Visalia has experienced significant groundwater declination since record keeping began in 1948, at an average of 10 feet below ground level. This is a stark difference from the City's most recent recording in June, 2023. This reading reported an average groundwater elevation at 149.7.

In efforts to better manage the groundwater resource below the City, staff recommends that the Visalia Water Conservation Ordinance be changed to allow for specific irrigation exemptions for individuals or entities that are subject to the jurisdiction of and regulation by the Mid Kaweah Groundwater Sustainability Agency (MKGSA). The exemption would apply to current restrictions on time of day in which irrigation is allowed, days in which irrigation of turf grass is permitted, and additional restrictions of certain practices such as overseeding, which is currently prohibited in Stage 2 of the water conservation ordinance. The specific exemptions will no longer hold eligible parties to sections 13.20.060.A, B, C and D, 13.20.070.A.1 and A.3, 13.20.070.B.1 and .2, 13.20.070.C.1 and

C.3, and/or 13.20.070.D.1 and .2. This amendment to the Water Conservation provisions of the Visalia Municipal Code is only a specific exemption targeted for a specific and very limited type of groundwater user and will not alter any previously established requirements in Chapter 13.20 for the typical Visalia water user.

Allowing large groundwater users that have their own irrigation water source to avail themselves to this proposed exemption is intended to foster a more holistic and collaborative approach to groundwater management by and between the user, the City, and the MKGSA. The GSA operates under a unified plan, facilitating integrated groundwater management, and allowing coordinated efforts among different stakeholders. By embracing this framework, the City can align its conservation strategies with broader regional goals, creating a more efficient and effective water management system. By allowing for these exemptions subject to collaboration with the user and the MKGSA, we can more accurately monitor groundwater usage within the City. At the moment, the City does not have an accurate method for measuring water consumption of large landscapes and sports fields. These entities, often heavy water consumers, have a vested interest in maintaining sustainable water supplies. Their regulation by the GSA will encourage them to actively participate in conservation initiatives, including sharing best practices, adopting water-saving technologies, and implementing water-efficient irrigation systems. Incentivizing large groundwater users in the City to enroll in the GSA ensures that these significant water users operate under appropriate regulatory oversight. The GSA's monitoring and reporting mechanisms will help track their water usage, enabling the City to identify trends, set usage targets, and enforce regulations effectively. Such oversight ensures that these entities contribute responsibly to the city's broader water sustainability goals. Unlike a one-size-fits-all approach, the GSA framework allows for more flexibility and customized water management strategies. Each large groundwater user can develop and implement unique water-saving plans tailored to their specific needs and operations. This adaptability enables businesses and institutions, including golf courses, to adopt sustainable practices while still accommodating their operational requirements.

Fiscal Impact:
N/A

Prior Council Action: 1. The City of Visalia City Council lasted edited the Water Conservation Ordinance in November of 2019. 2. The first reading of the proposed amendment occurred on August 7th, 2023. There were no alterations to the amendment at the first reading.

Other: N/A

Alternatives: City Council may choose to take no action on this item.

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading of Ordinance 2023-07 amending the Visalia Municipal Code Chapter 13.20, Water Conservation, to partially exempt groundwater users subject to the jurisdiction of and regulation by the Mid Kaweah Groundwater Sustainability Agency.
text.
Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Water Conservation Ordinance - Proposed, Original Water Conservation Ordinance

ORDINANCE NUMBER 2023-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA AMENDING CHAPTER 13.20 OF THE VISALIA MUNICIPAL CODE REGULATING WATER CONSERVATION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA

SECTION 1. Consistent with its control over municipal affairs as a charter city and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety, and welfare of its citizenry. The City of Council of the City of Visalia hereby makes the followings findings:

A. The City of Visalia has had a longstanding dedication to the conservation of its groundwater resources, including adoption of this Chapter 13.20 – Water Conservation.
B. The City of Visalia is currently also engaged in the conservation and regulation of its groundwater resources consistent with the Sustainable Groundwater Management Act (SGMA) through its participation in the Mid-Kaweah Groundwater Sustainability Agency (MKGSA).
C. The City of Visalia finds that certain exceptions to Chapter 13.20 for large groundwater users, such as golf courses, that submit to the jurisdiction and direct regulation of the MKGSA will foster a more holistic approach to water resource management under a unified plan, facilitating integrated groundwater management, and allowing coordinated efforts among different stakeholders.
D. By allowing these limited exceptions, the City can align its conservation strategies with broader regional goals, creating a more efficient and effective water management system, and can also more accurately monitor groundwater usage within the City.

SECTION 2. The Visalia City Council hereby approves the following revision to Visalia Municipal Code Chapter 13.20, which regulates water conservation within the City of Visalia, by adding the language below *in italics*:

13.20.120 Exceptions.

Consideration of written applications for exceptions regarding regulations and restrictions on water use not otherwise set forth in previous sections of this chapter shall be as follows:

A. Written application for exception may be granted by the City Manager or designee.

B. Exceptions may be granted if:

1. Compliance with this chapter would cause an unnecessary and undue hardship to the Applicant, including, but not limited to, adverse economic impacts, such as loss of production or jobs;

2. Compliance with this ordinance would cause a condition affecting the health, sanitation, fire protection or safety of the applicant or the public; or

3. Compliance with this chapter would prevent the use of recycled or reclaimed water which use would conserve the City's potable water supplies.

C. Exceptions from Sections 13.20.060.A, B, C and D, 13.20.070.A.1 and A.3, 13.20.070.B.1 and B.2, 13.20.070.C.1 and C.3, and 13.20.070.D.1 and D.2, as applicable, may be granted to a non-domestic groundwater user whose use is subject to the jurisdiction of and regulation by the Mid Kaweah Groundwater Sustainability Agency (MKGSA). Applicants for this exception must provide sufficient documentation to demonstrate that they have successfully enrolled in all applicable groundwater regulatory programs required by the MKGSA, and are in compliance with all requirements imposed on their groundwater use by the MKGSA.

SECTION 3. The City Council intends this Ordinance to supplement, not contradict applicable state law and this Ordinance shall be construed in light of that intent.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of the Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 5. This Ordinance shall take effect thirty days after its adoption.

SECTION 6. the City Clerk Shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

Chapter 13.20

WATER CONSERVATION

Sections:

13.20.010 Purpose.

13.20.020 Short title.

13.20.030 Authorization.

13.20.040 Application.

13.20.050 Definitions.

13.20.060 Permanent water conservation requirements--Prohibition against waste.

13.20.070 Water conservation stages.

13.20.080 Mandatory conservation phase implementation.

13.20.090 Enforcement.

13.20.100 Public nuisance--Definitions.

13.20.110 Enforcement officers.

13.20.120 Exceptions.

13.20.130 Severability.

13.20.010 Purpose.

It is the purpose and intent of this chapter to prevent waste or unreasonable use or unreasonable method of use of water in the city.

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

13.20.020 Short title.

This chapter shall be known as the “Water Conservation Ordinance of the City of Visalia.”

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

13.20.030 Authorization.

The City Manager, or designee, is authorized and directed to implement the applicable provisions of this chapter upon their determination that such implementation is necessary to protect the public welfare and safety.

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

13.20.040 Application.

A. The provisions of this chapter shall apply to all persons, customers, and property within the limits of the City.

B. The provisions of this chapter do not apply to uses of water where necessary to protect public health and safety or for essential government services such as police, fire, and other similar emergency services.

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

13.20.050 Definitions.

For the purposes of this chapter, the following terms have the meanings set forth in this section.

“Commercial nursery” means the use of land, buildings or structures for the growing and/or storing of flowers, fruit trees, ornamental trees, vegetable plants, shrubs, trees and similar vegetation for the purpose of transplanting, for use as stock or grafting, and includes the retail sale or wholesale distribution of such items directly from the premises/lot.

“Drip irrigation system” means a non-spray, low-pressure, and low volume irrigation system utilizing emission devices with a precipitation or flow rate measured in gallons per hour (GPH), designed to slowly apply small volumes of water at or near the root zone of plants or other landscaping and, in no event, emits more than four (4) gallons of water per hour.

“Irrigation system” means the components of a system meant to apply water to an area for the purpose of irrigation, including, but not limited to, piping, fittings, sprinkler heads or nozzles, drip tubing, valves, and control wiring.

“Large Landscape Area” means an area of vegetation at least three (3) acres in size supporting a business necessity or

public benefit use such as parks, golf courses, schools, and cemeteries.

“Measureable rainfall” means any amount of precipitation of more than one- quarter (1/4) inch (0.25”).

“Ornamental landscape” means plants for the purpose of improving the aesthetic appearance of property, including but not limited to, trees, shrubs, bushes, flowers, ground cover, turf, lawns, and grass but, does not include crops or other agricultural products or special landscape areas.

“Person” means any natural person or persons, corporation, public or private entity, governmental agency or institution, or any other user of water within the limits of the City of Visalia.

“Plumbing fixture” means a receptacle or device that is connected to a water supply system, including, but not limited to, pipes, toilets, urinals, showerheads, faucets, washing machines, water heaters, tubs, and dishwashers.

“Potable water” means water which conforms to the federal and state standards for human consumption.

“Runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape onto other areas.

“Sports Field” means a public or private facility improved with apparatus and/or striping supporting a public benefit use or business necessity that provides turf areas as playing surface for regularly scheduled (at least weekly) individual and team sports, and does not include a facility on a residential property.

“Turf” means a ground cover surface of grass that can be mowed.

“Water feature” means a design element where open, artificially supplied water performs an aesthetic or recreation function, including, but not limited to, ponds, lakes, waterfalls, fountains, and streams.

“Overseeding” means the process of planting new cool climate tolerant grasses (Fescue, Ryegrass, Kentucky Bluegrass, etc.), to help combat growth and appearance when traditional turf grass goes dormant during the fall and winter months.

(Ord. 2019-11, 2019; Ord. 2016-08 § 2 (part), 2016)

13.20.060 Permanent water conservation requirements--Prohibition against waste.

The following water conservation requirements are effective at all times and are permanent. Violations of this section shall be considered waste and an unreasonable use of water. The prohibitions shall apply to all persons year round unless modified by adoption of a more stringent water conservation stage.

A. *Limits on watering hours.* Watering or irrigating of ornamental landscape, turf, or other vegetated area is prohibited between the hours of 8:00 a.m. and 6:00 p.m. on any day, except by the use of a hand-held bucket or similar container, a hand-held hose fitted with a positive shut-off nozzle or device that causes it to cease dispensing water immediately when not in use, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

B. *No use of unattended hose without timer.* Irrigation utilizing an unattended hose sprinkler, soaker hose, or other irrigation system is prohibited unless the hose is fitted with a hose faucet timer.

C. *No excessive water flow or runoff.* The use of water which causes water to flow or run off onto adjacent property, non-irrigated areas, sidewalk, driveway, street, parking lot, alley, gutter, ditch, or drain, etc., is prohibited. Every water user is deemed to have his/her water distribution lines and facilities under his/her control at all times and to know the manner and extent of his/her water use and runoff.

D. *No watering during rain.* Irrigation of ornamental landscape or other vegetated areas is prohibited during and within 48 hours of measureable rainfall.

E. *Limits on washing down paved surfaces and buildings.* The washing of building exteriors, sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas is prohibited except where the hose is fitted with a positive shut-off nozzle or device that causes it to cease dispensing water immediately when not in use.

F. *Obligation to fix leaks, breaks or malfunctions.* The excessive use, loss or escape of water through breaks, leaks or malfunctions in the water user's plumbing or distribution facilities for any period of time after such escape of water should reasonably have been discovered and corrected is prohibited. It shall be presumed that a period of forty-eight (48) hours after discovery is a reasonable time within which to correct such leak or break.

G. *Recirculating water required for water features.* Operating a water feature that does not use recirculated water is prohibited.

H. *Limits on washing vehicles.* Using water to wash or clean automobiles, trucks, motorcycles, trailers, boats, airplanes, or other types of mobile equipment is prohibited, except by use of a hand-held bucket or similar container or hand-held hose equipped with a positive self-closing water shut-off nozzle or device. This subsection does not apply to commercial car washing facilities.

I. *Drinking water served upon request only.* Eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or dinks are sold, served, or offered for sale, are required to serve drinking water only upon request.

J. *Commercial lodging establishments must provide guests option to decline daily linen services.* Hotels, motels and

other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.

K. *No installation of single pass cooling systems.* Installation of single pass cooling systems is prohibited in new buildings.

L. *No installation of non-recirculating water systems in commercial carwash and laundry systems.* Installation of non-recirculating water systems is prohibited in new commercial conveyor carwash and new commercial laundry systems.

M. *Restaurants required to use water conserving dish wash spray valves.* Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish-wash spray valves.

N. The draining of swimming pools more than once every three years, except for structural repairs, chemical imbalance, or to comply with public health standards determined by the County Health Officer or City code enforcement officer, shall be prohibited. Any resident whose swimming pool is drained by order of the City or County for failure to maintain it properly will also be issued a notice of violation. The draining of pools for reasons of health and safety hazards as determined by a City officer or department of health is permitted. Pool drain permit applications due to structural repairs or chemical imbalance shall include the results of a pool water test conducted by an independent testing organization which shows a cyanuric acid level above 100 parts per million, total dissolved solids over 2,500 parts per million, or calcium over 450 parts per million, or a statement of repairs from a licensed pool contractor stating the nature and duration of repairs to be made and the date on which the pool will be drained.

O. *New pools and spas required to have covers.* A cover must be installed when constructing a new pool or spa or when a City building permit is issued for repair or remodeling a pool or spa.

(Ord. 2019-11, 2019; Ord. 2016-08 § 2 (part), 2016)

13.20.070 Water conservation stages.

A. Stage 1. Water Watch. Upon implementation by the City Manager and publication of notice, the following restrictions shall apply to all persons in addition to the prohibited uses in Section 13.20.060.

1. Irrigation of ornamental landscapes is limited to three (3) days per week in the months of March through November, and one (1) day per week in December, January, and February, as follows:

a. Locations bearing a street address ending in an odd number shall be permitted to irrigate only on Tuesday, Thursday and Saturday in March through November, and only on Saturday in December, January and February.

b. Locations bearing a street address ending in an even number shall be permitted to irrigate only on Wednesday, Friday and Sunday in March through November, and only on Sunday in December, January and February.

c. The foregoing restrictions do not apply to:

i. Landscape irrigation zones that exclusively use drip irrigation systems.

ii. Irrigation of ornamental landscapes with the use of an attended hand-held bucket or similar container, or an attended hand-held hose equipped with a positive self-closing shut-off nozzle or device.

iii. Operation for very short periods of time for the express purpose of adjusting or repairing an irrigation system. A City of Visalia sign or equivalent must be displayed notifying the public of the repairs while the area remains wet.

2. Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose fitted with a positive shut-off nozzle or device, or a low-flow high-pressure washer.

3. Overseeding of lawns is prohibited. Exception is provided for maintenance of Sports Fields and golf course greens and tees.

4. Stage 1 of this ordinance will be enforced by the issuance of one warning for violation before the issuance of a citation in accordance with Section 13.20.090. Citations will be issued without a warning for willful and egregious violations. Willful and egregious violations include draining a pool without a permit or other violations as determined by the City Manager or designee.

B. Stage 2. Water Alert. Upon implementation by the City Manager, publication of notice, and ratification by resolution of the City Council, the following restrictions shall apply to all persons in addition to the prohibited uses in section 13.20.060. Stage 2 shall terminate one (1) year after implementation unless reauthorized by the City Council by resolution.

1. Irrigation of ornamental landscapes is prohibited in the months of December, January and February, and is limited two (2) days per week in March through November, as follows:

a. Locations bearing a street address ending in an odd number shall be permitted to irrigate only on Tuesday and Saturday in March through November; no irrigation is allowed in December, January, or February.

b. Locations bearing a street address ending in an even number shall be permitted to irrigate only on Wednesday and

Sunday in March through November; no irrigation is allowed in December, January, or February.

c. The foregoing restrictions do not apply to:

i. Landscape irrigation zones that exclusively use drip irrigation systems.

ii. Irrigation of non-turf ornamental landscapes with the use of an attended hand-held bucket or similar container, or an attended hand-held hose equipped with a positive self-closing shut-off nozzle or device.

iii. Operation for very short periods of time for the express purpose of adjusting or repairing an irrigation system. A City of Visalia sign or equivalent must be displayed notifying the public of the repairs while the area remains wet.

iv. Sports Fields and public and private golf course greens and tees may deviate from the mandatory irrigation day and time restrictions in order to maintain play areas and accommodated event schedules by submitting to the City Manager or designee an alternative watering schedule that reduces overall water use by 20% from the average used the year prior to Stage 2 (Stage 4 in prior ordinance) declaration. Applicants must reapply for the exception annually and provide documentation that the alternative watering schedule achieved the required water use reduction. Documentation may consist of water utility bills, pump electric utility bills, or other documentation that provides the required information.

v. Large Landscape Areas may deviate from the mandatory irrigation day restrictions by submitting to the City Manager or designee an alternative watering schedule that reduces overall water use by 30% from the average used the year prior to the Stage 2 (Stage 4 in prior ordinance) declaration. Applicants must reapply for the exception annually and provide documentation that the alternative watering schedule achieved the required water use reduction. Documentation may consist of water utility bills, pump electric utility bills, or other documentation that provides the required information.

vi. A plant establishment exception for new permanent landscapes is allowed by permit. The plant establishment exception allows for irrigation on non-watering days for a period of 21 days. Plant establishment permits are issued for new or rehabilitated landscape projects that have been approved by the Community Development Department in accordance with the State Model Water Efficient Landscape Ordinance, unless and until the City adopts a local Water Efficient Landscape Ordinance, in which case the local ordinance shall apply. Otherwise, the plant establishment exception does not apply to installation of turf or annual plants. and no more than one (1) plant establishment permit will be issued for an address per year.

2. Overseeding of lawns is prohibited. Exception is provided for maintenance of Sports Fields and golf course greens and tees.

3. Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to implementation of Stage 2 or higher in this chapter.

4. The washing of sidewalks, driveways, parking areas, courts, patios, or other paved areas is absolutely prohibited, unless it is necessary for the health and safety of the public, in which case a low-flow high-pressure washer must be used.

5. Washing of buildings is prohibited unless preparing the building for sale or for painting, in which case a low-flow high-pressure washer must be used.

6. All outdoor mist cooling systems related to human comfort are prohibited.

7. Use of temporary water slides is prohibited.

8. Stage 2 of this ordinance will be enforced by the issuance of one warning for violation before the issuance of a citation in accordance with Section 13.20.090. Citations will be issued without a warning for willful and egregious violations. Willful and egregious violations include draining a pool without a permit or other violations as determined by the City Manager or designee.

C. Stage 3. Water Warning. Upon implementation by the City Manager, publication of notice, and ratification by resolution of the City Council, the following restrictions shall apply to all persons in addition to the prohibited uses in section 13.20.060. Stage 3 shall terminate one (1) year after implementation unless reauthorized by the City Council by resolution.

1. Irrigation of ornamental landscapes is prohibited in the months of December, January and February, and is limited to one (1) day per week in March through November, as follows:

a. Locations bearing a street address ending in an odd number shall be permitted to irrigate only on Saturday in March through November; no irrigation is allowed in December, January, or February.

b. Locations bearing a street address ending in an even number shall be permitted to irrigate only on Sunday in March through November; no irrigation is allowed in December, January, or February.

c. The foregoing restrictions do not apply to:

i. Landscape irrigation zones that exclusively use drip irrigation systems.

ii. Irrigation of non-turf ornamental landscapes with the use of an attended hand-held bucket or similar container, or an attended hand-held hose equipped with a positive self-closing shut-off nozzle or device.

iii. Operation for very short periods of time for the express purpose of adjusting or repairing an irrigation system. A

City of Visalia sign or equivalent must be displayed notifying the public of the repairs while the area remains wet.

iv. Sports Fields and public and private golf course greens and tees may deviate from the mandatory irrigation day and time restrictions in order to maintain play areas and accommodated event schedules by submitting to the City Manager or designee an alternative watering schedule that reduces overall water use by 50% from the average used the year prior to Stage 2 declaration, or 30% from the average used the year prior to the Stage 3 declaration. Applicants must reapply for the exception annually and provide documentation that the alternative watering schedule achieved the required water use reduction. Documentation may consist of water utility bills, pump electric utility bills, or other documentation that provides the required information.

v. Large Landscape Areas may deviate from the mandatory irrigation day restrictions by submitting to the City Manager or designee an alternative watering schedule that reduces overall water use by 60% from the average used the year prior to Stage 2 declaration, or 60% from the average used the year prior to the Stage 3 declaration. Applicants must reapply for the exception annually and provide documentation that the alternative watering schedule achieved the required water use reduction. Documentation may consist of water utility bills, pump electric utility bills, or other documentation that provides the required information.

vi. A plant establishment exception for new permanent landscapes is allowed by permit. The plant establishment exception allows for irrigation on non-watering days for a period of 21 days. Plant establishment permits are issued for new or rehabilitated landscape projects that have been approved by the Community Development Department in accordance with the State Model Water Efficient Landscape Ordinance, unless and until the City adopts a local Water Efficient Landscape Ordinance, in which case the local ordinance shall apply. Otherwise, the plant establishment exception does not apply to installation of turf or annual plants. and no more than one (1) plant establishment permit will be issued for an address per year.

2. The washing of automobiles, trucks, motorcycles, trailers, boats, airplanes, or other types of mobile equipment is permitted only on Saturday or Sunday. Exception. Washing may be done at any time on the immediate premises of a commercial carwash or fleet maintenance facility. Further, such washing may be exempted from these regulations if the health, safety and welfare of the public are contingent upon frequent vehicle cleanings, such as garbage trucks and vehicles to transport food and perishables.

3. Overseeding of lawns is prohibited. Exception is provided for maintenance of Sports Fields and golf course greens and tees.

4. Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to implementation of Stage 2 or higher in this chapter.

5. The washing of sidewalks, driveways, parking areas, courts, patios, or other paved areas is absolutely prohibited, unless it is necessary for the health and safety of the public, in which case a low-flow high-pressure washer must be used.

6. Washing of buildings is prohibited unless preparing the building for sale or for painting, in which case a low-flow high-pressure washer must be used.

7. All outdoor mist cooling systems related to human comfort are prohibited.

8. Use of temporary water slides is prohibited.

9. Use of portable water for street cleaning with trucks, except for initial wash-down for construction purposes (if street sweeping is not feasible).

10. Use of potable water for construction purposes, such as consolidation of backfill, dust control, or other uses unless no other source of water or method can be used.

11. Stage 3 of this ordinance will be enforced by the issuance of one warning for violation before the issuance of a citation in accordance with Section 13.20.090. Citations will be issued without a warning for willful and egregious violations. Willful and egregious violations include draining a pool without a permit or other violations as determined by the City Manager or designee.

D. Stage 4. Water Emergency. Upon implementation by the City Manager, publication of notice, and ratification by resolution of the City Council, the following restrictions shall apply to all persons in addition to the prohibited uses in section 13.20.060. Stage 4 shall terminate one (1) year after implementation unless reauthorized by the City Council by resolution.

1. Watering or irrigating lawn, landscape, or other vegetated area with potable water is prohibited. This restriction shall not apply to the following categories of use:

a. Maintenance of non-turf vegetation, including trees and shrubs, that are watered using a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing shut-off nozzle or device.

b. Maintenance of existing landscape necessary for fire protection.

c. Maintenance of existing landscape for soil erosion control.

d. Maintenance of plant materials identified to be rare or essential to the well-being of protected species.

e. Actively irrigated environmental mitigation projects.

2. Overseeding of lawns is prohibited.

3. Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.

4. Washing of buildings is prohibited unless preparing the building for sale or for painting, in which case a low-flow high-pressure washer must be used.

5. All outdoor mist cooling systems related to human comfort are prohibited.

6. Use of temporary water slides is prohibited.

7. Draining and refilling of swimming pools is prohibited except that a pool may be drained by permit to comply with public health standards as determined by the County Health Officer or City code enforcement officer. Any resident whose swimming pool is drained by order of the City or County for failure to maintain it property will also be issued a notice of violation. The draining of pools for reasons of health and safety hazards as determined by a City officer or department of health is permitted. Drained pools may not be refilled.

8. Washing automobiles, trucks, trailers, boats, airplanes, and other vehicles is prohibited except at a commercial carwash or fleet vehicle washing facility.

9. Use of potable water for construction purposes, such as consolidation of backfill, dust control, or other uses is prohibited.

10. Stage 4 of this chapter will be enforced by the issuance of a citation in accordance with Section13.20.090 without a warning.

(Ord. 2019-11, 2019; Ord. 2016-08 § 2 (part), 2016)

13.20.080 Mandatory conservation phase implementation.

The City Manager or designee, with the assistance of any operator of a water utility having customers within the City, shall monitor the projected supply and demand for water within the City and shall recommend to the City Manager the extent of the conservation required through the implementation and/or termination of particular conservation stages in order to assure the water supply of the City.

Thereafter, the City Manager, as directed by administrative policies, may order that the appropriate phase of water conservation be implemented or terminated in accordance with the applicable provisions of this chapter. Said order shall be ratified by the City Council by resolution and made by public announcement and shall be published a minimum of one time in a daily newspaper of general circulation.

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

13.20.090 Enforcement.

A. It is one of the objectives of the City Council of the City that the citizens of Visalia be encouraged to voluntarily comply with the provisions of the chapter. Therefore, in furtherance of said objective, the enforcement of the chapter will permit the issuance of up to two warnings for violations of Sections 13.20.060 or 13.20.070, by way of written notices of violation to the violating water user, before the issuance of a citation for said violations

B. Notwithstanding the foregoing, any person violating any provision of Sections13.20.060 or 13.20.070 shall be deemed guilty of an infraction and upon conviction thereof shall be punishable by a fine not to exceed six-hundred twenty-five dollars ($625.00). Each day that a violation continues shall be regarded as a new and separate offense. The fine for a first violation may be waived by attending a City water conservation class.

(Ord. 2019-11, 2019; Ord. 2016-08 § 2 (part), 2016)

13.20.100 Public nuisance--Definitions.

A. In addition to any other remedies which may otherwise be available to the City, the City Council makes the following findings and declarations;

B. The waste of water, as that term is defined herein, on public or private property within the City, is found to contribute to and compound drought conditions which may, from time to time, exist in the City, to the detriment of one of our most precious and finite resources, to wit, water. Such conditions cause injury to the health, safety and general welfare of the citizens of Visalia. Therefore, the waste of water within the City, on private or public property, except as expressly permitted in this chapter, is declared to constitute a public nuisance which may be abated in an action brought on behalf of the people of the state of California, by the City attorney, in any court of competent jurisdiction.

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

13.20.110 Enforcement officers.

A. All peace officers and persons authorized by law to issue citations within the City shall, in conjunction with duties imposed by the law, diligently enforce the provisions of this chapter.

B. Pursuant to the provisions of Section 836.5 of the Penal Code, the following officers and employees of the City are

designated as enforcement officers and authorized to issue citations for enforcement of this ordinance:

1. Director of public works;
2. City engineer;
3. Building official;
4. Industrial waste inspector;
5. Public works inspector;
6. Building inspector;
7. Neighborhood preservation manager;
8. Code enforcement officer, technician, or specialist;
9. Fire marshal;
10. Fire prevention inspector;
11. Natural resource conservation technician;
12. Water conservation education coordinator;
13. Natural resource conservation manager or designee.

C. Employees of any operator of a water utility having customers within the City, including California Water Service Company, are authorized by this chapter to issue written notices of violations of Sections 13.20.060 or 13.20.070, but are not authorized by law to issue citations for said violations.

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

13.20.120 Exceptions.

Consideration of written applications for exceptions regarding regulations and restrictions on water use not otherwise set forth in previous sections of this chapter shall be as follows:

A. Written application for exception may be granted by the City Manager or designee.

B. Exceptions may be granted if:

1. Compliance with this chapter would cause an unnecessary and undue hardship to the Applicant, including, but not limited to, adverse economic impacts, such as loss of production or jobs;

2. Compliance with this ordinance would cause a condition affecting the health, sanitation, fire protection or safety of the applicant or the public; or

3. Compliance with this chapter would prevent the use of recycled or reclaimed water which use would conserve the City's potable water supplies.

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

13.20.130 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter.

(Ord. 2019-11, 2019; Ord. 2015-07 § 2, 2015)

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 23-0324 **Agenda Date:** 8/21/2023 **Agenda #:** 15.

Agenda Item Wording:
Authorization to accept a grant and appropriate $221,552 from the Department of Justice, Office of Community Oriented Policing for the FY22 Implementing Crisis Intervention Teams-Community Policing Development Solicitation Grant; and authorize the City Manager and Chief of Police to sign an MOU and amend, if necessary, between the County of Tulare and City of Visalia.

Deadline for Action: 8/21/2023

Submitting Department: Police Department

Contact Name and Phone Number: Chief Jason Salazar, ext. 4215, jason.salazar@visalia.city <mailto:jason.salazar@visalia.city> ; Captain Dan Ford, ext. 4151, Daniel.ford@visalia.city <mailto:Daniel.ford@visalia.city> ; Financial Analyst Liz Ybarra, ext.4250, liz.ybarra@visalia.city <mailto:liz.ybarra@visalia.city>

Department Recommendation:
Authorization to accept a grant and appropriate $221,552 from the Department of Justice, Office of Community Oriented Policing for the FY22 Implementing Crisis Intervention Teams-Community Policing Development Solicitation Grant; and authorize the City Manager and Chief of Police to sign an MOU and amend, if necessary, between the County of Tulare and City of Visalia.

Summary:
On May 31, 2022, the Department applied for the Implementing Crisis Intervention Teams - Community Policing Development Solicitation Grant through the Department of Justice Office of Community Oriented Policing (COPS). The goal of this grant is to implement or expand the efforts of Crisis Intervention Teams (CIT) in responding to mental health consumers. The Department's objective in applying for this grant is to expand our current collaboration with Tulare County Health and Human Services (HHSA) to provide additional resources to members of the community experiencing homelessness. The proposed expansion would add one additional full-time HHSA staff member to the Department's Homeless Outreach and Proactive Enforcement (HOPE) Team. By adding this additional member, we will be able to provide additional follow-up services, ranging from mental health to a wide range of social services, to community members experiencing homelessness in Visalia.

On October 13, 2022, the Department was notified that it was awarded $221,552 over the course of two (2) years to fund the additional position. In order to satisfy the requirements of the grant, an MOU between the City and Tulare County is required for acceptance of the grant. This Grant was only made available to law enforcement agencies.

Background Discussion:
On May 5, 20222, the COPS Implementing Crisis Intervention Teams - Community Policing Development grant opened to solicitations. This grant included an estimated funding of $9.5 million for an estimated 28 agencies in the nation. The Department applied for this grant on May 31, 2022. The goal of this grant was to expand upon the current collaboration with HHSA.

In 2018, the Department's HOPE Team began working with HHSA in response to our growing homeless crisis. This collaboration was focused on increasing our ability to provide mental health resources to members of the community who were experiencing homelessness and unable to gain access to mental health services. The collaboration includes a mental health clinician that is partnered with a HOPE officer to conduct proactive outreach for members of the community experiencing homelessness and coping with mental health concerns. During the three (3) year period leading up to this grant opportunity, over 550 referrals were made as a result of this team. Despite the success of this program, the department's collaboration with HHSA identified that we would be able to accomplish more in the area of co-occurring substance abuse response and providing improved access to social services.

In working with HHSA, they agreed to continue funding their current Mental Health Clinician in addition to adding another full-time position, identified as a Community Health Worker (CHW), funded through this grant. By adding this position, the Department's collaborative effort would be able accomplish two goals. The first of these would be to provide improved follow-up with individuals that have been referred to HHSA through this program. By increasing the staff, we are able to limit the amount of time that staff are tied up with the referral process and get them back in the field to increase the proactive contacts they make. The second goal is to increase the number of services that we are currently providing. Through the use of a CHW, we are able to increase the number of services provided in outreach settings. It is well known that issues related to mental health are often accompanied by co-occurring substance abuse disorders, and lack of housing and social services. By expanding the role of this second full-time position away from the limitations of mental health specific responses, staff are able to increase the services provided to members of the community experiencing homelessness.

On October 13, 2022, the COPS awarded a grant in the amount of $221,551.79 to cover all salary and benefits for an additional HHSA staff member. This amount was identified based on consultation with HHSA staff. The amount also includes funding to send one member of the Department and one member from HHSA to the annual CIT conference. Despite receipt of the award, Department staff and members from HHSA were delayed due to unforeseen MOU concerns identified by HHSA. This issue has since been resolved. The final step in the process of accepting the grant is to ensure that an updated MOU, containing the requirements of the grant, is approved by the City and Tulare County. Because the MOU will be presented to the Tulare County Board of Supervisors, staff request authorization for the City Manager and Chief of Police to make minor amendments to the MOU, if necessary for approval by the Board of Supervisors.

Fiscal Impact:
Appropriate $221,552 in the General Fund and set up CIP to capture the cost of the program for the entire 2 years. Tulare County HHSA will issue a quarterly invoice to City of Visalia Police Department for salary and benefits for a mental health professional which will be reimbursed by the Grant. The

Grant is effective from 9/1/2022 to 8/30/2024. There are no matching funds required. The Grant allows for an extension of the award period to receive additional time to implement the program. Funds may not be used to supplant (replace) other funding sources. MOU will be submitted to Grant administrator as soon as it is fully executed.

Prior Council Action: N/A

Other: N/A

Alternatives: Deny the motion.

Recommended Motion (and Alternative Motions if expected):
Authorization to accept a grant and appropriate $221,552 from the Department of Justice, Office of Community Oriented Policing for the FY22 Implementing Crisis Intervention Teams-Community Policing Development Solicitation Grant; and authorize the City Manager and Chief of Police to sign an MOU and amend, if necessary, between the County of Tulare and City of Visalia.
Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Award Letter and MOU

Award Letter

October 13, 2022

Dear Jason Salazar,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by VISALIA, CITY OF (INC) for an award under the funding opportunity entitled 2022 FY22 Implementing Crisis Intervention Teams- Community Policing Development Solicitation. The approved award amount is $221,551.79.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

- **Award Information**
- **Project Information**
- **Financial Information**
- **Other Award Documents**

Award Conditions

Award Acceptance

Award Letter

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
VISALIA, CITY OF (INC)

UEI
FTWNLMJ88VN6

ORI Number
——

Street 1
303 S JOHNSON ST

Street 2

City
VISALIA

State/U.S. Territory
California

Zip/Postal Code
93291

Country
United States

County/Parish
——

Province
——

Award Details

Federal Award Date
10/13/22

Award Type
Initial

Award Number
15JCOPS-22-GG-04050-PPSE

Supplement Number
00

Active Funded Award

Federal Award Amount

$221,551.79

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

☑ *I have read and understand the information presented in this section of the Federal Award Instrument.*

- **Project Information**
- **Financial Information**
- **Other Award Documents**
- **Award Conditions**
- **Award Acceptance**

> **Award Letter**

> **Award Information**

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2022 FY22 Implementing Crisis Intervention Teams- Community Policing Development Solicitation

Awarding Agency
COPS

Application Number
GRANT13636168

Grant Manager Name **Phone Number**
VONDA MATTHEWS 202-616-9430

E-mail Address
VONDA.MATTHEWS2@USDOJ.GOV

Project Title
FY22 City of Visalia, CA CIT Grant

Performance Period Start Date	Performance Period End Date
09/01/2022	08/31/2024

Budget Period Start Date	Budget Period End Date
09/01/2022	08/31/2024

Project Description

The Visalia Police Department (VPD) CIT project This project will fund the hiring of a co-responder clinician. The position will coordinate with VPD team by directing referrals to the various resources at our disposal, provide directed follow-up for these referrals in field and office settings, and serve as the collaboration's liaison to the newly formed Enhanced Care Management initiative which serves as

a multidisciplinary team focused connecting members of our community experiencing homelessness to our various community resources and agencies. This position will help the department conduct proactive outreach team members will be able to provide a higher level of outreach services and reach more clients in need of services. Funding will also fund training for first line supervisors, and includes a written evaluation as a deliverable.

☑ *I have read and understand the information presented in this section of the Federal Award Instrument.*

- **Financial Information**
- **Other Award Documents**
- **Award Conditions**
- **Award Acceptance**

> **Award Letter**
> **Award Information**
> **Project Information**
> **Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/15/22 2:48 PM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	$0.00	$0.00	$0.00	
Civilian or Non-Sworn Personnel	$210,751.79	$0.00	$210,751.79	
Travel	$7,200.00	$0.00	$7,200.00	
Equipment	$0.00	$0.00	$0.00	
Supplies	$0.00	$0.00	$0.00	
SubAwards	$0.00	$0.00	$0.00	
Procurement Contracts	$0.00	$0.00	$0.00	
Other Costs	$3,600.00	$0.00	$3,600.00	

Indirect Costs	$0.00	$0.00	$0.00	
Total Project Costs	$221,551.79	$0.00	$221,551.79	
Federal Funds:			$221,551.79	100.00%
Match Amount:			$0.00	0.00%
Program Income:			$0.00	0.00%

Budget Detail Summary View

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

☑ *I have read and understand the information presented in this section of the Federal Award Instrument.*

› **Other Award Documents**
› **Award Conditions**
› **Award Acceptance**

- **Award Letter**
- **Award Information**
- **Project Information**
- **Financial Information**
- **Other Award Documents**
- **Award Conditions**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2022, Public Law 117-103, Division E, Title VII, Section 742.

2

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

3

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

4

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is

subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

5

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

6

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
(3) When the recipient agrees to the termination and termination conditions.
(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

7

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2022 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

8

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

9

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
a. the Applicant understands that the applicable statutes pertaining to civil rights will include section

601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

10

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

12

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

13

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management and Universal Identifier Requirements
A. Requirement for System for Award Management
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier
If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions
For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

14

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

17

Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and

Condition for Recipient Integrity and Performance Matters:
A. Reporting of Matters Related to Recipient Integrity and Performance
1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were

awarded.

4. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

18

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

20

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in

2 C.F.R. § 200.112.

21

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

22

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

23

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

24

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

25

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

26

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

27

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

28

News Media: The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

30

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

31

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

32

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

33

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2022, Public Law 117-103, Division B, Title V, Section 527.

34

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

35

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

36

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

☑ *I have read and understand the information presented in this section of the Federal Award Instrument.*

› Award Acceptance

- **Award Letter**
- **Award Information**
- **Project Information**
- **Financial Information**
- **Other Award Documents**
- **Award Conditions**
- **Award Acceptance**

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official Name of Approving Official Signed Date And Time

Acting Director ROBERT CHAPMAN 9/26/22 9:33 PM

Authorized Representative

☑ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Name of Authorized Entity Official
Jason Salazar

Signed Date And Time
10/20/2022 4:43 PM

☑ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
City Manager

Name of Authorized Entity Official
Leslie Caviglia

Signed Date And Time
11/1/2022 12:54 PM

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF TULARE
AND
The Visalia Police Department

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the County of Tulare, Health and Human Services Agency (hereinafter called COUNTY) and the City of Visalia, through the Visalia Police Department (hereinafter called VPD), to develop a partnership to facilitate mental health and substance use disorder service access and linkage to additional social safety net programs to homeless populations in the City of Visalia through direct outreach and engagement. This MOU will establish and/or ratify existing relationships and procedures between these parties effective the date of execution.

WHEREAS, the VPD has established the Homeless Outreach & Proactive Enforcement (HOPE) Team, hereinafter referred to as "HOPE"; and

WHEREAS, HHSA operates a Mental Health and Substance Use Disorder (SUD) program along with additional social safety net programs to provide outreach to the homeless population with Mental Illness; and

WHEREAS, it is to the mutual benefit of the parties hereto that a partnership is established to coordinate their efforts to better serve the homeless population.

ACCORDINGLY, IT IS AGREED:

I. PURPOSE

The purpose of this MOU is to establish a joint task force between HHSA and the VPD to facilitate mental health, SUD, and whole person care service access to homeless populations in the City of Visalia through direct outreach and engagement.

II. PROGRAM

This pilot project is established to ascertain the utility of a collaborative effort between law enforcement and COUNTY as a means to facilitate access to resources and services to the growing homeless population in the City of Visalia. This collaboration would include a "Ride Along Program" with staff from HHSA which is inclusive of Integrated Services inclusive of Mental Health, Human Services, and Public Health and the VPD Homeless Outreach & Proactive Enforcement (HOPE) Team. One or more staff members would ride with an officer(s) of the VPD HOPE Team during normal business hours. If anything would prevent a ride along, HHSA

staff will co-respond with the VPD HOPE Team utilizing an HHSA vehicle for independent transportation. The goal in accompanying law enforcement is to gain access to the homeless populations at various sites across the city and proactively identify potential needs for mental health and SUD services, as well as other service needs as identified. This effort supports the prevention, intervention, and engagement components for both mental health and SUD services.

III. BACKGROUND

The homeless population continues to increase in Tulare County, the State of California, and nationwide. The 2022 Point in Time Count reported a 62% increase in homelessness in Tulare County over the 10-year span from 2012 (568) to 2022 (922) for which Visalia continues to be home to over half of the homeless population (50.87% or469 individuals). Additionally, 24% of homeless individuals in Tulare County identified mental illness as a barrier and 22% identified substance abuse. As this population is often unserved and underserved within a variety of service communities, increasing access to services through direct engagement may assist in reducing accessibility barriers associated with homelessness.

IV. POPULATION TO BE SERVED

The target population is individuals in the City of Visalia who are homeless and are experiencing behavioral health challenges from severe and persistent mental illness and/or SUD. Responses are limited to routine interactions. Situations involving individuals experiencing a mental or behavioral health related crisis will be routed to the County Mobile Crisis Teams. Emergency calls will be handled directly by VPD and will not include COUNTY staff.

V. GOAL

The goal of this partnership is to facilitate mental health, SUD, and social service access to homeless populations in the City of Visalia through direct outreach and engagement. The target population is individuals in the City of Visalia who are homeless and are may be experiencing behavioral health challenges from severe and persistent mental illness and/or SUD. Additionally, during the contact, the need for additional resources may be identified and if agreed to by the party, immediate contact with local services will be attempted.

VI. ELIGIBILITY

All individuals the team encounters will be engaged to determine the eligibility and receptivity for social safety net programs such as SUD services, mental health, public health, and public benefits such as General Assistance and Supplemental Security Income (SSI). To meet the myriad of needs that may arise, the VPD HOPE Team and HHSA Integrated Services staff will work in partnership with the Kings/Tulare Homeless Alliance and additional community organizations in conjunction with field-based outreach, engagement, and service linkage to homeless populations within the City of Visalia. In addition to the existing service

collaborations the VPD HOPE Team and HHSA has cultivated within the community to meet the needs of the homeless population and to ensure robust and comprehensive service accessibility.

VII. NON-DUPLICATION

This program is not to duplicate existing programs, rather to add to the support currently being provided in-the-field to the homeless population in the Visalia city limits. This program began initial implementation in 2018 and was formalized by MOU in 2021, however, full efforts were disrupted by the nature of COVID-19 pandemic restrictions. It is the intent of VPD and HHSA to continue to build upon this pilot.

VIII. OPERATION

Staffing

HHSA Social Worker Staff to include:

1.0 FTE Community Health Worker (CHW) would be assigned to perform outreach and engagement to the homeless population through partnership with the VPD HOPE Team funded by HHSA.

1.0 FTE Community Health Worker (CHW) would be assigned to perform outreach and engagement to the homeless population through the VPD Public Safety Partnership and Community Policing Grant for a period of two (2) years commencing on the MOU authorization date.

The CHWs will work collaboratively with VPD officers in rotation so that 1 FTE will be engaged in field outreach activities while the other 1 FTE will engage in follow-up outreach and support.

To ensure the continuity and availability of services, COUNTY may substitute the use of the Community Health Worker with other members of COUNTY inclusive of the Behavioral Health Clinical Teams, Homeless Multidisciplinary Team, and the Enhanced Care Management Team. This also allows for a greater variety of skillsets and services.

Alternative classifications include:

- Clinical Social Worker
- Self-Sufficiency Counselor
- AOD Specialist
- Social Services Worker
- Health Education Assistant
- Unit Manager

Service Areas

The assigned COUNTY staff would work within this pilot for up to 40-hours per week (based on need) initially and may fluctuate over time according to project need and resource capacity. The joint team will operate within the city limits of Visalia and may have contact with other jurisdictions on a case-by-case basis with collaboration of the associated jurisdiction. The VPD HOPE Team and COUNTY staff would explore known gathering (high value target) areas of homeless populations such as:

(1) The Oval

(2) Bridges and Underpasses

(3) Recycling Centers

(4) Food Banks

(5) Libraries

(6) Parks or other public areas

(7) Shelters

(8) St. John's River and associated waterways

(9) Any high value target area identified by VPD for civic complaints, arrests, or other minor crimes.

COUNTY agrees that its employees participating in a ride-along or co-response with VPD shall review the applicable VPD policies (Policy 410, Liability Waiver Form, General Rules for Ride-Along), attached as Exhibit A prior to the ride-along or co-response and agree that following the stated Policy will be required. COUNTY acknowledge and assume the potential risks associated with assigning its employees to these activities.

IX. ENGAGEMENT (ASSESSMENT) PROCESS

During outreach, the COUNTY staff will engage an individual through trauma-informed conversation/rapport building, offering resources, advising individuals of their rights to privacy and exploring if the individual demonstrates behavioral health challenges that meet the criteria for Mental Health/AOD services or other social safety net programs.

The COUNTY staff will maintain all confidentiality as outlined by federal and state confidentiality requirements. In the event a conversation with the individual is conducted in the field and other non-Mental Health/AOD personnel are present, the individual will be informed of their privacy rights and all applicable confidentiality forms will be completed prior to any information sharing. COUNTY

staff will attempt to obtain any appropriate Releases of Information (ROI) with informed consent to further enable service linkage, support, and communication.

If an individual has been identified as needing or would benefit from mental health services/SUD services or other social safety net support, and the individual is willing to travel to the clinic for further assessment, the COUNTY staff and VPD will either transport the individual to the Visalia Adult Integrated Clinic (VAIC) or make an appointment for an assessment to occur within 3 business days from the point of engagement. The appointment will only be scheduled if the individual refuses to access services the day of engagement.

Pursuant to the VPD Ride Along Policy, the officer shall inform dispatch that a ride-along is present in the vehicle before going into service. Officers shall always consider the safety of the ride-along team members. Officers should use sound discretion when encountering a potentially dangerous situation, and if feasible, let the participant out of the vehicle in a well-lighted public place of safety. The dispatcher will be advised of the situation and as soon as practical have another police unit respond to pick up the participant at that location. The ride-along may be continued or terminated at this time.

In the event, the COUNTY staff has been dropped off at a safe location, the individual will notify his/her direct supervisor advising of the situation. The HHSA STAFF will work with his/her direct supervisor to arrange for transport to the Visalia Adult Clinic, another COUNTY facility, or home (depending on time of day/shift).

In the event of a co-response activity rather than ride-along, the VPD HOPE Team officer shall follow the steps provided above with the exception that HHSA staff will have their own vehicle and when notified of a potentially unsafe situation will leave the area or otherwise avoid the hazardous condition. HHSA staff will not need to be dropped off at a safe location.

X. DATA COLLECTION

For the purposes of this project, the following data points may be collected in addition to the information needed for the Homeless Management Information System (HMIS) maintained via a collaborative effort by the Tulare/Kings Homeless Alliance, and Tulare County Health & Human Services Agency. Data points may include;

a. Number of individuals contacted (outreach)
b. Number of individuals engaged (provided service linkage)
c. Community area where individuals were contacted (i.e. The Oval, Mooney Grove Park, etc.)
d. Services requested/needed
e. Number of referrals and referral type/entity

f. Number of individuals linked with VAIC/AOD or other HHSA or partner programs by linkage type (transported for immediate access, crisis intervention, or appointment)
g. Number of individuals provided assessment by VAIC/AOD
h. Number of individuals determined eligible for VAIC/AOD services via assessment and opened.

XI. PUBLIC SAFETY PARTNERSHIP AND COMMUNITY POLICING GRANT

On October 13, 2022, the VPD was awarded $221,551.79 in grant funding for crisis intervention services. The grant is based upon VPD and HHSA's ongoing collaborative approach to addressing homelessness.The award will be funded through VPD who will disburse funds to HHSA for a second Community Health Worker (CHW). The purpose of this grant is to enhance outreach and follow-up services to those experiencing homelessness.

a. HHSA will invoice VPD on a quarterly basis for personnel costs inclusive of employee salary. Upon receipt of invoice, VPD will reimburse HHSA within 60-days.
b. The grant will be managed by VPD.
c. The period of this grant will last for two years from the date of authorization of this MOU.
d. HHSA agrees to staff a second CHW for up to 40-hours per week with a primary focus on the activities described in this MOU.
e. HHSA will work with VPD in good faith to fill any position vacancies in a timely manner and will include VPD in the hiring and onboarding process to the extent allowable by law and departmental policy.
f. Any classifications substituting for the CHW will be billed at their actual rate or at the rate of the CHW, whichever is the lower of the two reimbursement rates.

The grant covers the cost to send one (1) VPD employee and one (1) HHSA employee to the annual CIT Conference inclusive of all travel expenses, registration, hotel, and associated expenses as allowable by each agency's travel policies.

XII. TERM

This MOU will be effective upon authorization of this MOU and will remain in effect for two years from the MOU authorization date, unless otherwise terminated as provided in this MOU. COUTNY will review outcomes, resources, and the need to extend the program and will consider the cost effectiveness as well as the needs of the program. If at any time funding issues arise, the branch will immediately contact VPD to discuss options (if available).

XIII. RELATIONSHIP

This MOU is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the VPD and HHSA and their employees, students, or agents, but rather is an MOU by and between two independent parties. VPD acknowledges that nothing in this MOU shall be construed to confer any right upon the VPD or VPD Personnel to participate in, control, or direct operations at HHSA. As VPD is not HHSA's employee, VPD is responsible for paying all required state and federal taxes for its employees. In particular, HHSA will not:

a. Make state or federal unemployment insurance contributions on VPD'S behalf.
b. Make disability insurance contributions on behalf of VPD.
c. Obtain unemployment compensation insurance on behalf of VPD.

XIV. MONITORING

Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of VPD to ensure compliance with this MOU.

XV. COMPLIANCE WITH LAW

VPD shall provide services in accordance with applicable Federal, State, and local laws, regulations, and directives. With respect to VPD'S employees, VPD shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

XVI. AMENDMENTS

Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting MOUs rulings, pertinent regulations, or funding.

XVII. RECORDS AND AUDIT

VPD shall maintain complete and accurate records with respect to the services rendered under this MOU. In addition, VPD shall maintain complete and accurate records with respect to any employees or subcontractors performing work under this MOU. All such records shall be prepared in accordance with generally accepted accounting and/or record keeping procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, VPD shall make such records available within Tulare County to the COUNTY or its designee, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of expiration or termination under this MOU.

XVIII. INSURANCE

Prior to approval of this MOU by the COUNTY, VPD shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit B attached, which outlines the minimum scope, specifications and limits of insurance required under this MOU. Additional insured endorsements required as outlined in Exhibit B shall not be used to reduce limits available to COUNTY as an additional insured from the VPD's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this MOU or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this MOU.

XIX. INDEMNIFICATION

The VPD shall hold harmless, defend, and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by the VPD or its agents, officers and employees under this MOU. This indemnification specifically includes any claims that may be made against the COUNTY by any taxing authority asserting that an employer employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging Civil Rights violations by VPD under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for VPD'S failure to provide FORM DE542, when applicable.

COUNTY shall hold harmless, defend, and indemnify VPD, its agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including VPD property, arising from, or in connection with, the performance by the COUNTY or its agents, officers and employees under this MOU. This indemnification specifically includes any claims that may be made against the VPD by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against VPD alleging Civil Rights violations by VPD under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on VPD for COUNTY's failure to provide FORM DE-542, when applicable.

XX. TERMINATION

a. Without Cause: Either party will have the right to terminate this MOU without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
b. With Cause: This MOU may be terminated immediately by either party should the other party:
    i. be adjudged or bankrupt, or
    ii. become insolvent or have a receiver appointed, or
    iii. make a general assignment for the benefit of creditors, or

iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this MOU, or
v. materially breach this MOU.

In addition, COUNTY may terminate this MOU based on:

vi. Material misrepresentation, either by VPD or anyone acting On VPD'S behalf, as to any matter related in any way to this MOU or
vii. other misconduct or circumstances which, in the sole discretion of the COUNTY, either impairs the ability of VPD to competently provide the services under this MOU, or exposes the COUNTY to an unreasonable risk of liability.

c. Effects of Termination: Expiration or termination of this MOU shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the MOU, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where VPD'S services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the VPD.

XXI. NOTICES

Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:
TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY
CONTRACTS UNIT 5957 S. MOONEY BLVD, Visalia CA
Phone No. (559) 624-8000
Fax No. (559) 737-4059

VISALIA POLICE DEPARTMENT:
303 S. Johnson St., Visalia, CA 93291

XXII. ASSIGNMENT/SUBCONTRACTING

Unless otherwise provided in this MOU, COUNTY is relying on the personal skill, expertise; training and experience of VPD employees and no part of this MOU may be assigned or subcontracted by VPD.

XXIII. DISPUTE RESOLUTION

If a dispute arises out of or relating to this MOU, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

XXIV. ENTIRE MOU REPRESENTED

This MOU and its Exhibits represent the entire MOU between VPD and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this MOU or its Exhibits may be modified without the written consent of both parties.

XXV. FURTHER ASSURANCES

Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this MOU.

XXVI. NO THIRD-PARTY BENEFICIARIES INTENDED

Unless specifically set forth, the parties to this MOU do not intend to provide any other party, including the students participating in the Internship Program, with any benefit or enforceable legal or equitable right or remedy.

XXVII. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY

This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit or the MOU to either party is lost, the MOU may be terminated at the option of the affected party. In all other cases the remainder of the MOU shall continue in full force and effect.

XXVIII. ASSURANCES OF NON-DISCRIMINATION

VPD shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

a. It is recognized that both the VPD and the COUNTY have the responsibility to protect COUNTY employees and clients from unlawful discrimination and sexual harassment in the workplace.

b. Accordingly, VPD agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities.
c. The COUNTY in its sole discretion, has the right to require VPD to replace any employee who provides services of any kind to County pursuant to this MOU with other employees where COUNTY is concerned that its employees or clients may have been or may be subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude COUNTY from terminating this MOU with or without cause as provided for herein.

XXVIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

a. VPD shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in Exhibit C attached.
b. At termination of this MOU, VPD shall, if feasible, return or destroy all protected health information received from, or created or received by, VPD on behalf of COUNTY that VPD still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this MOU to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.
c. COUNTY may immediately terminate this MOU if COUNTY determines that VPD has violated a material term of this provision.

XXIX. GOVERNING LAW

This MOU shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date:_____ BY_____
Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Admirative Officer/Clerk of the Board of
the Board of Supervisors of the County of Tulare

By:_____
Deputy Clerk

Approved as to Form by
County Counsel

By _____ Matter No.
Deputy
Date_____

CITY OF VISALIA

Date:_____ **By**_____
City of Visalia Manager

Date:_____ **By**_____
City of Visalia Police Chief

Date:_____ **By**_____
HOPE Team Manager

Date:_____ **By**_____
City of Visalia Attorney

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 23-0182 **Agenda Date:** 8/21/2023 **Agenda #:** 1.

Agenda Item Wording:
UPCOMING CITY COUNCIL MEETINGS:
Tuesday, September 05, 2023 at 7:00 p.m. @ 707 W. Acequia
Monday, September 18, 2023 at 7:00 p.m. @ 707 W. Acequia

If you have a disability and require a reasonable accommodation to fully participate in the meeting, please contact Michelle Nicholson, on or before Monday, August 7, 2023 to discuss your accessibility needs: 559-713-4512 or Michelle.Nicholson@Visalia.City.