

3. Receive the May 2023 Annual Operations Report for the Downtown Visalia Property and Business Improvement District (DTVPBID) as required by Property and Business Improvement District Law of 1994 (PBID Law) and the current agreement between the City and the Downtown Property Owner's Association and Approve DTVPBID 5% assessment increase as proposed, or amended, to be included in the 2023/2024 tax roll, as required by the DTVPBID Management District Plan (MDP). [23-0107](#)

4. Receive the Annual Operation Report for the Town-Center Business Improvement Area and approve amended agreement with Downtown Visalians Inc. to administer the revenues generated from the business tax override to support Downtown Visalia. [23-0153](#)

5. Consideration of and direction on initiating potential Municipal Code Updates related to Allowing the Keeping of "Chickens" in Residential Zones. [23-0191](#)

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

1. Proclamation Recognizing National Public Works Week [23-0198](#)

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. [23-0207](#)
2. Request authorization to file a Notice of Completion for the Fleet Maintenance Settlement Repair Project. Project No. (1420-72000/CP0250) [22-0454](#)
3. Authorize the City Manager to file a Notice of Completion for; the Enhanced Crosswalk at Denton Street and Ferguson Avenue Project (CIP 3010-72000/CP0297-999) and the Linwood Street Pedestrian Pathway Project (CIP 3010-72000/CP0476-999) and an additional appropriation of \$29,000 from the Measure R Local Fund to the Linwood Street Pedestrian Pathway Project. [23-0134](#)
4. Consider for re-appoint two current commissioners for second term on the Parks and Recreation Commission. [23-0168](#)
5. Authorize the City Manager to award a sole source purchase order for the repair and replacement of piping components of Digester #4 at the Water Reclamation Facility (WRF) to W.M. Lyles Company for a not to exceed amount of \$284,000 and appropriate an additional \$150,000 from the Wastewater Fund (431) to CIP Digester Cleaning & Equipment Repairs (CP9768). [23-0171](#)
6. Authorize the City Manager to award Request for Bids (RFB) 22-23-37, an annual contract for On-Call Concrete Repair/Replacement to Sierra Range Construction of Visalia, CA. for the not to exceed amount of \$200,000, based on proposed unit pricing. This is a one (1) year contract that may be renewed for four (4) consecutive one (1) year periods upon mutually agreed upon terms. [23-0174](#)

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7. Second reading and adoption of Ordinance No. 2023-02, a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 "Agricultural Land Preservation", Chapter 18.04 "Agricultural Land Preservation Program", to create an agricultural preservation ordinance to implement Visalia General Plan Land Use Policy LU-P-34. The project applies citywide to properties within the Urban Growth Boundary Tiers II and III established by the Visalia General Plan. A Notice of Exemption was prepared for the new ordinance in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15183 (Public Resources Code §21083.3). Notice of Exemption No. 2023-23 disclosed that the Agricultural Land Preservation ordinance will have no additional environmental review based upon the ordinance implementing General Plan Land Use Policy LU-P-34, uniformly on development projects that convert prime farmland and farmland of statewide importance in Urban Growth Boundary Tier II and Tier III. [23-0175](#)
 8. Authorize the City Manager to execute a new sole source contract with Ruckstell California Sales Co. for service, repair, and parts for refuse truck bodies including Heil, Mammoth and Edge bodies, and Tommy Liftgates. This contract will be for one year, with 4 one-year optional renewals with a not to exceed amount of \$400,000 per year, \$2,000,000 over the life of the contract. [23-0176](#)
 9. Authorize the City Manager to execute a Restricted Grant Agreement between the City of Visalia and the California Department of Transportation, as well as any future amendments, for the North Visalia Beautification Project application to be submitted to the Clean California Local Grant Program and appropriate \$3.1M, contingent upon grant award. Resolution No. 2023-16 required. [23-0178](#)
 10. Approve Resolution 2023-14, designating the positions of City Manager, Assistant City Manager, and Finance Director as authorized agents for official correspondence with FEMA and CalOES. [23-0184](#)
 11. Authorize changes to terms and conditions of employment with all represented and unrepresented City of Visalia employee bargaining groups. [23-0203](#)
 12. Authorize for the City Manager to enter into a five (5) year Cooperative Agreement with the National Park Service (NPS) to continue in-park Sequoia Shuttle service, in conjunction with the City of Visalia's Gateway Sequoia Shuttle service, for an annual contract amount received of \$1,784,123, to be adjusted annually by Consumer Price Index (CPI), Producer Price Index (PPI), and any requested service adjustments and related costs. [23-0177](#)
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13. Request for Council to confirm the change of the Visalia and Hispanic Chambers of Commerce Measure N Oversight Board appointed member selection from Gil Jaramillo to Armondo Apodaca. [23-0186](#)

REGULAR ITEMS AND PUBLIC HEARINGS

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

1. Authorize Changes to Terms and Conditions of Employment by and between the City of Visalia and City Manager [23-0204](#)

CLOSED SESSION REPORT

1. For the purposes of reporting out, for the record, transactions that occurred as a result of Closed Session Real Property Negotiations: [23-0196](#)

Buyer: City of Visalia

Seller: Francisco Acevedo Family L.P., a Limited Partnership

APN: 126-670-002 & 126-670-004 (portion)

Purpose: Caldwell Widening Project - Santa Fe to Lovers Land

Brief Description: Right of Way - 0.02 acres; TCE - 1,150 sq. ft.

Price: \$7,700.00

Closing Date: 5/9/2023

Closed Session Council Date: N/A

Project Manager: Fred Lampe

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings: [23-0206](#)
Monday, June 5, 2023 @ 7:00 p.m. at 707 W. Acequia
Monday, June 19, 2023 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates/times are subject to change, check posted agenda for correct details.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired - Call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request signing services.

Any written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0187

Agenda Date: 5/15/2023

Agenda #: 1.

Agenda Item Wording:

NEW EMPLOYEE INTRODUCTIONS:

Police Department:

Elizabeth Jones, Media & Communications Manager / Police & Fire PIO

Benjamin Oakes, Officer

Pablo Rivera, Officer

Steve Vang, Officer

Erica Castillo, Records Specialist

Community Development:

Maricela Delgado, Permit Tech.

Sara MacLennan, Assistant Engineer

Josh Dan, Senior Planner



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0180

Agenda Date: 5/15/2023

Agenda #: 2.

Agenda Item Wording:

Receive a presentation on the City of Visalia's efforts and response to the Spring 2023 Flood Event to include a summary of the research, planning, and coordination of city staff and the City of Visalia's unified command position with California Fire (Cal Fire) Incident Management Team 3.

Deadline for Action: 5/15/2023

Submitting Department: Fire Department

Contact Name and Phone Number: Dan Griswold, Fire Chief, 559-713-4220

Department Recommendation:

Receive Spring 2023 Flood Event presentation.

Background Discussion:

Friday, March 10, 2023 marked the first of multiple, significant atmospheric river rain events to impact Visalia and Tulare County over the following couple of weeks. March 10th also marked the start of city staff's active monitoring and planning for the potential impacts several inches of warm rain, over a short period of time, and added to low elevation snow in the Sierra Nevada foothills, could have on the City of Visalia. On this first Friday, and over this first weekend, staff tracked rainfall amounts in the City of Visalia and in the Sierras and how the downslope flows from rain and added snowmelt were affecting Visalia's ditches, streams, and the St. John's River. City staff began actively monitoring these waterways for spots of potential weakness, overflow, and for debris that could be removed.

On Monday, May 13, 2023, the City of Visalia declared a local state of emergency based on the unknown impacts the significant rain and mountain snowmelt would have on Visalia's waterways. Also on Monday, May 13th, the City of Visalia officially opened the Visalia Emergency Operations Center (EOC) to continue research, planning, and coordination to respond to the effects of record amounts of rainfall and snowfall passing through the City of Visalia.

The critical functions of the EOC were staffed and personnel from every City department were involved in the research and response planning to potential flooding. Staff began tracking the capacity of Kaweah Reservoir, the amount of outflow and inflow from Kaweah Reservoir, and the water flow amounts at key points between the City of Visalia and upper elevations. Flows were monitored from Kaweah Reservoir and at McKay Point, Dry Creek, and Mill Creek so staff could start establishing timelines of how long water from the mountains took to reach the City. Tracking the amounts of flows throughout these first several days of the event also allowed staff to identify what these unprecedented flows looked like in Visalia's waterways. These benchmarks could then be referenced throughout the event to predict areas of concern and potential trigger points. Other EOC priorities in the first few days were establishing evacuation zones and plans, identifying and

coordinating collection points and emergency shelters for evacuated citizens, identifying the vulnerable and high-risk waterways within the City, identifying and planning for critical facilities within the City, and communicating to our citizens through various means the best information available to help them make informed decisions. The aforementioned EOC activities are a sampling of the research and planning that was accomplished. Each task was planned to a level of detail where implementation was the next action.

Outside the City of Visalia, the initial days of the flood event were being managed by a Tulare County Type III incident management team comprised of personnel from many emergency response agencies throughout Tulare County including personnel from the Visalia Fire Department. On Tuesday, March 14th, The City of Visalia and the City of Porterville entered unified command with the Tulare County Type III Team. On Wednesday, March 15th, command of the incident transitioned to California Fire (Cal Fire) Team 3, Type I incident management team and the Cities of Visalia and Porterville remained in unified command with Cal Fire. A Cal Fire Type I team brings a team of numerous trained personnel experienced in managing large scale incidents and brings a large pool of responders and resources for incident support and response. Being in unified command with the Type I team gave the City of Visalia integration and an official role in incident planning and establishing incident priorities. Additionally, the information, resources, and materials were more readily available in the event the City had a request or a need. The Cities of Visalia and Porterville withdrew from unified command on March 24, 2023, after it was determined the conditions locally did not necessitate large scale incident management.

The Spring 2023 Flood Event is an example of one of the more challenging aspects of emergency planning and response, planning for unknown, yet significant potential impacts with incomplete or imperfect information. City Staff used every resource and tool, current and historical, available to interpret, analyze, and make meaningful conclusions for planning. Staff planned for the worst-case scenario so as new forecasts and analysis was received, planning did not have to make a significant adjustment.

Throughout this flood event, City Staff prioritized communicating and updating the community with current information and relevant guidance. The unknown nature of this event presented challenges with what to communicate and when was the appropriate time. The City prioritized being proactive in relaying information determined to be valid and necessary guidance to the community.

The Visalia EOC remained open, however at a deescalated level starting Wednesday, March 22, 2023, due to weather and water flow forecasts being more favorable and stable for the City. The EOC remained set up in the event local conditions dictated a need to reoccupy. City staff continues to monitor the capacity of Kaweah Reservoir, flows passing through the City, and the conditions of the waterways within the City.

The research, communication, and coordination by City staff during the Spring 2023 Flood Event yielded quality analysis to make informed decisions throughout the event. Additionally, cooperation between City staff, utility companies, local water management agencies, and various other entities was effective to ensure all stakeholders were sharing information and confirming the details to plan around. Lastly, staff will archive pertinent research and plans developed during this event and will incorporate necessary lessons and additions into future City EOC training.

Chief Bill See of Cal Fire and the Incident Commander of Team 3, Type I incident management team, will be present to give an overview of the flood impact and response countywide and the interagency

cooperation management of the incident.

Fiscal Impact:

N/A

Prior Council Action: At the Monday, March 20, 2023 regular city council meeting, City Council ratified the declaration of local emergency proclaimed on Monday, March 13, 2023.

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):

No motion required.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: 2023 Spring Flood Event Presentation

Spring 2023 Flood Event

DAN GRISWOLD, FIRE CHIEF, CITY OF VISALIA

BILLY SEE, INCIDENT COMMANDER, CAL FIRE INCIDENT MANAGEMENT
TEAM 3

General Timeline

- **Friday, March 10**
 - City staff began monitoring the first of several atmospheric river events to impact Tulare County.
- **Monday, March 13**
 - Declared a local stated of emergency.
 - Officially opened the Visalia Emergency Operations Center (EOC).
 - Outside the City of Visalia, flood event being managed by a Tulare County Type III incident management team (IMT).
- **Tuesday, March 14**
 - The Cities of Visalia and Porterville entered into unified command with Tulare County Type III Team.
- **Wednesday, March 15**
 - Flood event command was transitioned from the Tulare County Type III Team to CalFire Team 3, Type I IMT. City of Visalia remained in unified command.
- **Wednesday, March 22**
 - City of Visalia EOC activities de-escalated yet remained in stand-by status.
- **Friday, March 24**
 - The Cities of Visalia and Porterville withdrew from unified command with CalFire Team 3.

Visalia EOC Efforts

The critical functions of the EOC were staffed for research, analysis, planning, and potential response.

- Operations
- Planning
- Logistics/Finance
- Administration

Operations

- Monitored and maintained Visalia's waterways.
- Established evacuation zones/plans.
- Evaluated critical infrastructure.
- Evaluated for special risk facilities.
- Maintained public sandbag locations.

Planning

- Tracked Kaweah Reservoir levels and flows.
- Tracked flows between the Sierras to Visalia.
- Identified vulnerable waterways and points along Visalia's waterways.
- Researched historical data and studies for application to current situation.
- Created GIS mapping for planning, monitoring, and response.

Logistics/Finance

- Identified and secured collection points and emergency shelters.
- Ensured city staff assigned to flood related details were properly equipped and supported.
- Gave direction for cost tracking of flood related expenses for potential reimbursement.

Administration

- Participated in various briefings to collect and analyze current information and forecasts.
- Communicated pertinent information and updates to appropriate stakeholders.
- Prioritized and managed a communication plan to update the community with current information and relevant guidance.

Unified Command with CalFire

- County-wide incident command transition to CalFire Team 3, Type I incident management team on Wednesday, March 15th and the City of Visalia remained in unified command.
- Type I teams are comprised of personnel experienced in managing large-scale incidents.
- Type I teams come with a large pool of responders and resources for incident support and response.
- Being in unified command allowed the City a role in incident planning and establishing incident priorities.
- Incident information, resources, and materials were readily available in the event the City had a request or a need.
- Visalia Fire had personnel assigned to the Type I Team.

Challenges

- Planning for unknown, yet significant, potential impacts with incomplete or imperfect information.
 - Local government enhanced
 - Planning/response strategy
- Knowing what information and the appropriate time to relay information to the community.
 - Prioritized being proactive with relaying information determined to be valid and necessary guidance to the community.

Opportunities

- Identified areas for future training.
- Continue interagency communication and cooperation.
- Developed analysis to be archived for future use.
- Emergency Operations Plan to be updated with current, relevant information.

Conclusion

- Recognize the impacts in Tulare County.
- Acknowledge the interagency cooperation within the community.
- Acknowledge the efforts of city staff.

Comments by Billy See, Incident Commander Cal Fire Team 3



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0107

Agenda Date: 5/15/2023

Agenda #: 3.

Agenda Item Wording:

Receive the May 2023 Annual Operations Report for the Downtown Visalia Property and Business Improvement District (DTPPBID) as required by Property and Business Improvement District Law of 1994 (PBID Law) and the current agreement between the City and the Downtown Property Owner's Association and Approve DTPPBID 5% assessment increase as proposed, or amended, to be included in the 2023/2024 tax roll, as required by the DTPPBID Management District Plan (MDP).
Deadline for Action: 5/15/2023

Submitting Department: Finance and Technology Services

Contact Name and Phone Number:

Melody Murch, 559-713-4379, melody.murch@visalia.city <<mailto:melody.murch@visalia.city>>

Department Recommendation:

That Council:

1. Receive the Annual Operations Report for the Downtown Visalia Property and Business Improvement District (DTPPBID), and;
2. Approve the 5% increase in DTPPBID assessments as proposed, or amended, for the 2023-24 tax roll, making any changes they deem necessary prior to approval.

Background Discussion:

The Downtown Visalia Property and Business Improvement District (DTPPBID) is an assessment district which provides activities and improvements to Downtown property owners. The DTPPBID was created in 1998 and has been extended by ballot of the affected property owners ever since. The DTPPBID is in its 5th iteration, and the current duration is January 1, 2020, through December 31, 2029. In accordance with the DTPPBID Management District Plan (MDP), the City has contracted with the Downtown Visalia Property Owner's Association (DTPVPOA) for the administration of the DTPPBID, and the DTPVPOA has subcontracted this administration to Downtown Visalians, Inc.

The DTPPBID is required to submit the attached annual operations report by May 31st each year in accordance with the Property and Business Improvement District Law of 1994 (PBID Law) and the current agreement between the City and the DTPVPOA. The report summarizes past, current, and planned activities, improvements, and the financial state of the DTPPBID. The report must also include any planned assessment increases. Council's role, according to PBID Law, is to review the attached report to ensure consistency with the Management District Plan (MDP) and make any changes it deems necessary to ensure compliance with the MDP as balloted by the affected property owners.

The MDP sets the maximum annual increase in assessments. To accommodate increases to the

California Minimum Wage which occurred annually through January 2022, the MDP allowed a 10% increase through the 3rd year of the plan (2022). Beginning with year 4 (2023), annual increases have been limited to 5% each year for the remainder of the plan. The requested 5% assessment increase for year 4 (2024) complies with the maximum allowed increase under the MDP. The proposed 5% increase for the 2024 year is shown in Table 1: Summary of Proposed 2024 DTVPBID Increase.

Table 1: Summary of Proposed 2024 DTVPBID Increase

Description	City of Visalia	All Others	Total Assessments
2023 PBID Assessment	\$ 145,886	\$ 489,734	\$ 635,620
Proposed Increase	7,294	24,487	\$ 31,781
2024 PBID Assessment	\$ 153,180	\$ 514,221	\$ 667,401

Any assessment increase approved by Council tonight will be brought back on June 5, 2023, as part of the Tax Roll process.

Additional Information :

DTVPBID V Formation: Since 1998, the DTVPBID has collected assessments under PBID Law to provide funding for improvements and activities to preserve and enhance the economic condition of Downtown Visalia. The 5th iteration of the DTVPBID was formed on July 15, 2019, by a ballot of the owners of property located within the district and began on January 1, 2020. As prescribed by the current MDP, administration of the DTVPBID is being performed by the Downtown Visalia Property Owners Association (DTVPOA) under a management agreement approved by City Council on December 3, 2019. As required by PBID Law, and included in the agreement with the DTVPOA, the annual operations report is to be prepared and presented to the City Council each year. The deadline of May 31st has been set to allow the inclusion of any assessment increases approved by council in the annual Tax Roll process.

Reporting Requirement: The annual operations report is required by PBID Law and the DTVPOA Management Agreement to include certain information summarized by the following items excerpted from section 2.B. of the agreement. The full PBID Management Agreement is included as Attachment B to this item.

Agreement Section 2.B.

B. Prepare and provide to the City, for review by the City Council, an annual operations report for all matters covered under this Agreement on or prior to May 31, 2020, and thereafter no later than May 31st of each year. Such annual report shall include financial summaries to be provided in the format set forth in Exhibit A, and account for:

i. all actual revenue, activities and expenditures during the fiscal year of the District (January 1 through December 31) prior to the year of the report;

ii. all to-date and projected revenue, activities and expenditures during the then current fiscal year; and

iii. a specific management plan, including operating budget, for the fiscal year following the

year of the report. The specific management plan and budget for the following fiscal year shall specify the actual maintenance, activities and improvements proposed to be provided for in that year along with their estimated cost; and

iv. shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies and also include any additional information required under §36650(b) of the PBID Statute, such as:

- 1. Any proposed changes to the boundaries, benefit zones, or classification of property within the district.*
- 2. The method and basis of levying assessments, including any proposed increases, in sufficient detail to allow property owners to estimate the amount of their individual assessments.*
- 3. The estimated amount of any surplus or deficit revenues to be carried from previous fiscal years.*
- 4. The estimated amount of any contributions to be made from sources other than district assessments.*

The City Council shall review the report to ensure consistency with the Plan. In accordance with the provisions of PBID Statute, the City Council may approve the report as filed by the DVPOA or may modify any particular contained in the report and approve it as modified.

Plan Changes and Assessment Increases: While the City is required by the MDP to contract with the DTVPOA for management of the DTVPBID, the power to modify any aspect of the annual report, prior to approval, lies with the City Council, with one notable exception. The City Council may not make or approve any changes that would prevent the DTVPBID from funding scheduled payments on any executed contract or debt service obligation. This is the City Council's opportunity to review the justification for any changes or assessment increases and hold the DTVPBID accountable for any controllable rising costs.

The attached report submitted by the DTVPOA (Attachment A) details the proposed activities and the proposed 5% assessment increase for the 2024 PBID year. These proposed items are intended to be reviewed by the City Council to ensure consistency with the MDP. The maximum annual inflationary increase allowed by the MDP was set at 10% for years two and three (2021 and 2022) and reduced to 5% for the remaining 7 years (2023 to 2029). This was due to the expectation that costs would continue to increase at a rate higher than 5% until the mandated increases to the California Minimum Wage were completed in January 2022. The proposed 5% increase for the 2024 year is shown above in Table 1: Summary of Proposed 2024 DTVPBID Increase.

The maximum assessment increase allowed for the 2024 DTVPBID year is set by the MDP rather than by any Consumer Price Index (CPI) rate. For this reason, it is important to consider the justification for any requested increase in the DTVPBID assessments. According to the Bureau of Labor Statistics, the CPI for All Urban Consumers (CPI-U) increased 5.0% over the 12 months leading up to March of 2023. While the future rate of inflation is difficult to predict, the documented 5.0% increase in the cost of goods and services over the last year justifies the requested 5% increase to the DTVPBID assessments, and staff recommends approval of the proposed 2023 assessment amount.

Any assessment increase approved by Council tonight will be brought back on June 5, 2023, as part of the Tax Roll process.

PBID Fund (375) Balances:

The City administers the collection of DTVPBID revenue through the annual tax roll process. Once collected, the funds are held in a Fiduciary Fund, pending quarterly payment requests from the POA. As of December 31, 2022, the balance of the PBID Fiduciary Fund (375) was \$529,554. This balance consisted of \$85,998 in prior-year, unspent funds, and \$443,556 in assessments collected in preparation for the start of the 2023 DTVPBID year. The balance of 2023 DTVPBID assessment remaining to be collected on December 31, 2022 was \$186,238.

Fiscal Impact:

As shown above in Table 1: Summary of Proposed 2024 DTVPBID Increase, the additional cost of the City’s combined assessment would increase by \$7,294 if the 5% assessment increase is approved. This would bring the total City contribution to the DTVPBID to \$153,180. Shown below, in Table 2: City DTVPBID Assessment Detail, is the breakdown of the payment between the General Fund, Convention Center, and Visalia Transit.

Table 2: City DTVPBID Assessment Detail

Description	General Fund	Convention Center	Visalia Transit	Total Assessments
2023 City PBID Assessment	\$ 101,065	\$ 36,416	\$ 8,405	\$ 145,886
Proposed Increase	5,053	1,821	420	7,294
2024 City PBID Assessment	\$ 106,118	\$ 38,237	\$ 8,826	\$ 153,180

Prior Council Action:

- July 15, 2019: DTVPBID V Ballot process and formation
- December 3, 2019: Approval of Management Agreement with DTVPOA
- Annual Reports received, and Assessment Increases approved on:
 - o May 18, 2020 (10% increase)
 - o May 17, 2021 (10% increase)
 - o May 16, 2022 (5% increase)

Other: The report presentation for this item will be combined with the report presentation for the Town-Center Business Improvement District which is also being brought to Council on this same date.

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):

I move that Council:

- 1) Receive the 2022 Downtown Visalia Property Based Improvement District Annual Operations Report, and

2) Approve the proposed 5% increase in PBID assessments to be included in the 2024 Tax Roll amount to be brought back for adoption in June 2023, and

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

Attachment A: Annual DTVPBID Operations Report

Attachment B: DTVPBID Management Agreement dated January 1, 2020

Attachment C: DTVPBID Management District Plan & Engineer's Report (MDP)

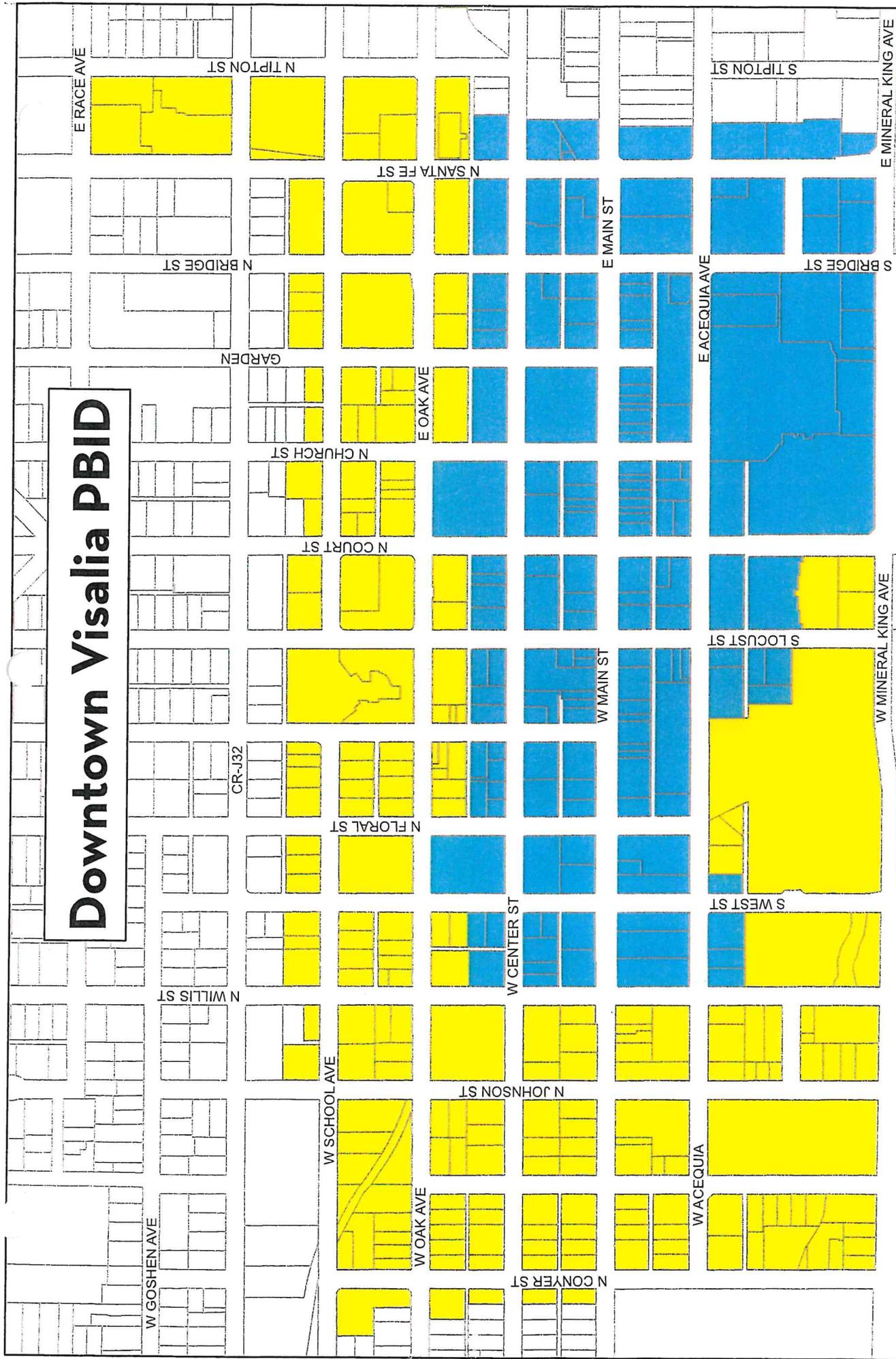
Mission Statement

Where friends meet, fun happens, and business prosper. We take pride in our local specialty shopping, casual to fine dining and an extraordinary variety of community events and entertainment.

Vision Statement

Downtown Visalians are dedicated to increasing the visibility of Downtown's unique qualities by increasing communication internally and externally through traditional and digital media. DTV will continue to collaborate with other organizations; to provide workshops and events on a variety of important issues to help business prosper and grow. We see a dynamic, vibrant downtown, increasing in beauty, innovation and distinctiveness both environmentally and through increased arts and history; ensuring that all visitors feel welcomed in this safe and friendly community of caring people.

Downtown Visalia PBID



Zone 1 (Blue square)

Zone 2 (Yellow square)

198



Current DTV Board Make Up (15 Members)**Retail****Janeen's Furniture****Brown's Shoes****Sugar Succulents****Book Nook****Restaurant****Component Coffee****Sequoia Brewing****Salad Shop****Café India****Rookies****Service****Onsite Security****Visit Visalia****V.C.C.****F.H.C.N.****Tucoemas****P.O.A.**

2022 DTV Infrastructure Projects

Security Cameras	\$14,978.13
Sound System	\$31,471.73
Christmas Decorations	\$20,521.76
	<u>\$66,971.60</u>

2023 Downtown Visalia's Operating Budget

Income

City Contracts	\$ 30,000
POA Services	\$170,000
Events	\$ 90,000
Premier Sponsors	\$ 60,000
Service Agreements	\$ 65,000
DID Payments	\$168,000
	<u>\$583,000</u>

Expenses

POA/City	\$ 48,000
Events	\$ 50,000
Administration	\$300,000
Office	\$100,000
Team Development	\$ 5,000
Services	\$ 70,000
	<u>\$573,000</u>

+\$10,000



2023 Events

- FEBRUARY** RESTAURANT MONTH
- MARCH 11** ST PATRICK'S PARADE
- MARCH 17** LIFESTYLE MAGAZINE "BEST OF" CELEBRATION
- MARCH 18** MASCOT MADNESS
- MARCH 25** 1852 SPRINGFEST
- APRIL 13** WINE WALK
- APRIL 15** CIGARS & BOURBON
- APRIL 29** DTV SPRING MARKET
- MAY** MOTHER'S DAY PHOTO CONTEST
- MAY** BLOOD CENTER DRIVE
- JUNE/JULY** FIND TIPPER
- JULY 10-23** SUMMERTIME FOOD CONTEST
- OCTOBER 06** ARTS NIGHT OUT
- OCTOBER 17** TASTE OF DOWNTOWN
- NOVEMBER 04** HOMETOWN HEROES
- NOVEMBER 27** CANDY CANE LANE PARADE
- NOVEMBER 30** WINTER WINEDERLAND WALK
- DECEMBER** SECRET SANTA
- DECEMBER** WINDOW DISPLAY CONTEST
- DECEMBER 09** CHRISTMAS AT THE PLAZA

= 20 EVENTS + 3/4 VIDEOS

CITY OF VISALIA

PROPERTY AND BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT AGREEMENT

THIS PROPERTY AND BUSINESS IMPROVEMENT DISTRICT MANAGEMENT AGREEMENT is made and entered into this January 1, 2020 by and between the City of Visalia, a Municipal corporation, whose address of record is 707 W Acequia, Visalia, California 93291, (hereinafter referred to as "City") and the Downtown Visalia Property Owner's Association, Inc., a California Nonprofit Mutual Benefit Corporation, whose address of record is 120 South Church Street, Visalia, California 93291, (hereinafter referred to as, "DVPOA").

WHEREAS, upon petition by property owners in the City's downtown business district, the Downtown Visalia Property and Business Improvement District ("District") was renewed by the City Council of the City of Visalia on July 7, 2019, pursuant to the Property and Business Improvement District Law of 1994 (the "PBID Statute")¹; and,

WHEREAS, District special assessments levied by the City shall solely be used to fund the activities and improvements described in the Management District Plan for the District ("Plan"), attached hereto as Exhibit "B" and incorporated herein by reference; and,

WHEREAS, DVPOA, as a private, nonprofit mutual benefit corporation, represents that it possesses the labor and professional skills and expertise to administer and implement the activities and improvements of the District described in the Plan; and,

WHEREAS, The DVPOA, a nonprofit 501(c)(6) organization which has been formed for the purpose of administering and implementing the activities and improvements described in the Plan and funded through District assessments, is designated to serve as the Owner's Association in the District Plan, and thus, pursuant to the PBID Statute², the City is required to contract with DVPOA to provide the aforementioned services.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. INCORPORATION OF RECITALS. The RECITALS above are true and correct and constitute an enforceable provision of this Agreement.
2. SCOPE OF SERVICE. DVPOA shall furnish the following services:
 - A. Administer and implement, either directly or through sub-contracts as specified hereafter, all of the activities and improvements of the District as stated, listed, or otherwise described in the Plan. It is anticipated that the DVPOA will sub-contract with other parties, persons or entities to provide some or all of the services and improvements as may be specified in the Plan or in the annual operation budget. Any such sub-contract shall be between DVPOA and such third parties, DVPOA shall solely be responsible for all obligations arising thereunder, and the City of Visalia shall not be deemed an agent, principal or

¹ Streets and Highways code §36600 *et seq.* All further statutory references are to the Streets and Highways Code unless otherwise indicated.

² §36651.

joint venturer of DVPOA for the purpose of such sub-contracts. ;

- B. Prepare and provide to the City, for review by the City Council, an annual operations report for all matters covered under this Agreement on or prior to May 31, 2020, and thereafter no later than May 31st of each year. Such annual report shall include financial summaries to be provided in the format set forth in Exhibit A, and account for:
- i. all actual revenue, activities and expenditures during the fiscal year of the District (January 1 through December 31) prior to the year of the report;
 - ii. all to-date and projected revenue, activities and expenditures during the then current fiscal year; and
 - iii. a specific management plan, including operating budget, for the fiscal year following the year of the report. The specific management plan and budget for the following fiscal year shall specify the actual maintenance, activities and improvements proposed to be provided for in that year along with their estimated cost; and
 - iv. shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies and also include any additional information required under §36650(b) of the PBID Statute, such as:
 1. Any proposed changes to the boundaries, benefit zones, or classification of property within the district.
 2. The method and basis of levying assessments, including any proposed increases, in sufficient detail to allow property owners to estimate the amount of their individual assessments.
 3. The estimated amount of any surplus or deficit revenues to be carried from previous fiscal years.
 4. The estimated amount of any contributions to be made from sources other than district assessments.

The City Council shall review the report to ensure consistency with the Plan. In accordance with the provisions of PBID Statute, the City Council may approve the report as filed by the DVPOA or may modify any particular contained in the report and approve it as modified.

- C. Pursuant to Visalia City Council Resolution 2008-39 (approved July 14, 2008), the City of Visalia implemented a program providing for the waiver of certain parking in lieu fees for "change of use" projects within the boundaries of the District's predecessor district, in exchange for an initial annual payment from the predecessor district of \$25,000 (to be adjusted as provided for in said Resolution 2008-29). The DVPOA shall determine each year whether to maintain such program by including this annual payment in the budget submitted with the annual operations report. The annual parking in-lieu waiver payment for the 2019 PBID year was \$32,617, and this amount will continue to be adjusted annually per §17.30.035 B of the City Code, as provided for in Resolution 2008-39. The City retains the right to rescind Resolution 2008-29

at any time, but shall not do so except at the end of any year in which the annual payment has been made.

- D. DTVPOA expenditures on behalf of the DTVPBID shall comply with the assessment budget, as set forth in the Plan. The DTVPOA is authorized by the Plan, to approve re-allocation of up to 15% of the DTVPBID budget by line item within budget categories (Minor Amendments). Any such minor amendments will be submitted to Council for review, with the Annual Report. Budget re-allocations in excess of 15% by line item within categories, and any re-allocation between categories shall be approved in advance, in writing, by the City Manager.
3. **TERM OF AGREEMENT.** This Agreement shall be effective as of the date executed by all parties and approved as to form by the City Attorney and shall continue with all services provided for in this Agreement until December 31, 2029 (the termination of the PBID authorization), unless earlier or otherwise terminated as set forth in Section 14 of this Agreement.
 4. **SCHEDULE FOR PERFORMANCE.** DVPOA agrees that time is of the essence in the performance of all of the services under this Agreement and further agrees to produce all required reports and documents in the times stated in the PBID Statute and this Agreement. Deviations from time schedule may be made only with the prior written approval of the City Manager or his/her designee. In the event of any inconsistency between terms of this Agreement and any other document, including but not limited to the PBID Statute, the terms of this Agreement shall control.
 5. **COLLECTION OF ASSESSMENT.** City shall coordinate with Tulare County to arrange for the annual levy and collection of District assessments. City shall not collect, deduct or charge an administrative fee related to such collected assessments, other than as may be charged or deducted by the County of Tulare. Neither the City's general fund nor any other fund or monies of the City, other than the actual District assessment received by City, is liable for any payment under this Agreement. Obligations under this Agreement are not a debt of the City, nor are they a legal or equitable pledge, charge, lien, or encumbrance upon any of the City's property, income, receipts, or revenues.
 6. **COMPENSATION.** After deducting any amounts due City from DVPOA under separate agreements between the parties, and any fee collected or deducted by Tulare County, City shall forward DVPOA any remaining balance of the District assessment actually collected and received by Tulare County (less any fee charged or deducted by Tulare County). Because the District assessments are collected with the regular county property taxes, the parties anticipate that the assessments will be collected twice each year. Subject to the foregoing requirements, City shall make payment to DVPOA within 30 calendar days after receiving disbursement from the county (typically within 90 days after December 10 and April 10 of each year).
 7. **BROWN ACT.** DVPOA shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the District are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the District.
 8. **WORK PRODUCT.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records,

files, reports, etc., in possession of DVPOA relating to the matters covered by this Agreement shall be the property of the City, and DVPOA hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9. DVPOA'S BOOKS AND RECORDS. During the term of this Agreement, and for three years after the term expires or terminates or for any longer period required by law, DVPOA shall maintain detailed records pertaining to the District's administration, including but not limited to ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or concerning budgeting, charges, expenditures, subcontractors (e.g., bid records), insurance, permits, administrative expenses, and overhead. DVPOA shall make all such records available to City for inspection, audit, and/or copying at all reasonable times. If requested by City, DVPOA shall obtain and provide to the City, at DVPOA'S sole cost, an independent financial audit of DVPOAs' use of District funds for any or all years of the District's operation.
10. INDEPENDENT CONTRACTOR. It is expressly understood that DVPOA is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. DVPOA shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should DVPOA desire any insurance protection, DVPOA is to acquire same at its expense.

In the event DVPOA or any employee, agent, or subcontractor of DVPOA providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, DVPOA shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of DVPOA or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION AND INSURANCE. DVPOA shall indemnify, protect, defend, save and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of DVPOA or its officers, employees, agents, volunteers, contractors, and subcontractors during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of DVPOA or its officers, employees, agents, volunteers, contractors, or subcontractors, or by the quality or character of DVPOA's work or activities, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. It is understood that the duty of DVPOA to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve DVPOA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply and shall survive the termination of this Agreement. By execution of this Agreement, DVPOA acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

City shall indemnify, protect, defend, save and hold DVPOA, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of City, or its officers, employees, agents, volunteers, contractors, and subcontractors, other than during performance of this Agreement. It is understood that the duty of City to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

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

- A. Workers' compensation insurance as required by California statutes.
- B. 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).
- C. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
- D. 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.

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.

DVPOA 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 Finance department located at 707 W Acequia, California 93291.

12. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by DVPOA and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of DVPOA under this Agreement will be permitted only with the express written consent of the City, which may be withheld at the City's sole and complete discretion.
13. **CONFLICT OF INTEREST.** DVPOA certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. DVPOA agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. DVPOA further agrees to complete any statements of economic interest required by either City ordinance or State law.

14. INTEREST OF OFFICIALS AND THE DVPOA. No officer, member, or employee of the City who exercises any functions or responsibilities in the review or approval of this Agreement shall:

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

DVPOA hereby covenants that it 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. DVPOA further covenants that no person having any such interest shall be employed in the performance of this work.

15. TERMINATION. City has and reserves the right to suspend, terminate or abandon the execution of any work by DVPOA upon adoption of a resolution disestablishing the District pursuant to the PBID Statute. Per the PBID Statute, such a resolution may only be adopted if (1) the City Council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the District and a noticed hearing on disestablishment is held, or (2) in the thirty (30) days period following the anniversary of the PBID's renewal, property owners paying fifty percent (50%) or more of the assessment file a written protest with the City and a hearing on disestablishment is held. In the event of such termination, City shall pay DVPOA for all services actually rendered up to and including the date of termination, and DVPOA shall promptly remit, refund, or otherwise transfer all remaining District assessment held by DVPOA to City within seven (7) calendars of the date of termination. DVPOA shall further deliver to City copies of all reports, analyses, and other work product, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement within fourteen (14) calendar days of termination.

16. CONFORMANCE TO APPLICABLE LAWS. DVPOA shall comply with all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by DVPOA in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

17. WAIVER. In the event that either City or DVPOA shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

18. SEVERABILITY. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Tulare.

- 20. ATTORNEY'S FEES. In any litigation, arbitration or any other proceeding where the City seeks to enforce any provision of this Agreement, or seeks a declaration of the rights and obligations of the parties, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses incurred to resolve the dispute and to enforce any provision of this Agreement.
- 21. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
- 22. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.
- 23. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any pan of the subject matter hereof.
- 24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
- 25. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

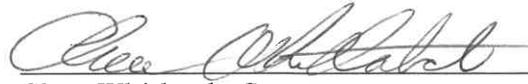
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

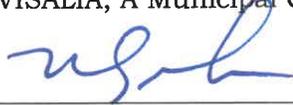
Downtown Visalia Property Owner's Association, Inc.,
A California Nonprofit Mutual Benefit Corporation

12/10/2019
Date

27-3687294
Tax I.D. Number


Mike Fistolera, President


Clare Whitlatch, Secretary

CITY OF VISALIA, A Municipal Corporation:


12-17-2019

Date

Randy Groom, City Manager

ATTEST:

ORIGINAL APPROVED AS TO FORM:

Michelle Nicholson

Michelle Nicholson, City Clerk
Chief Deputy

Ken [Signature]

City Attorney

EXHIBIT A
Financial Report Template

**Downtown Visalia Property Owner's Association, Inc
Annual Operations Report and Proposed 2020 Budget**

	Prior Year Actual - 2018	Current Year Budget 2019	Current Year Projection 2019	Current Year Variance 2019	Next Year Proposed 2020
Resources:					
Beginning Cash Balances:					
POA Cash in Bank				-	
Due from City of Visalia				-	
Less Balance of Contingency/Reserve					
Sub Total Beginning Cash	-	-	-	-	-
Receipts:					
POA Assessments				-	
Contracts for Services				-	
Interest Earnings				-	
Sub Total Receipts	-	-	-	-	-
Total Resources Available	-	-	-	-	-
Disbursements:					
Environmental Enhancements					
Landscaping, Streetscape, Graffiti Removal & Maintenance				-	
Street Light Maintenance				-	
Public Safety				-	
Sub Total Environmental Enhancements	-	-	-	-	-
Economic Enhancements					
Infra Structure Improvements				-	
In-Lieu Parking				-	
Subtotal Economic Enhancements	-	-	-	-	-
Administration					
Administration				-	
Insurance				-	
Miscellaneous				-	
POA Renewal				-	
Subtotal Administration	-	-	-	-	-
Total Disbursements	-	-	-	-	-
Ending Resources Available	-	-	-	-	-

EXHIBIT B
MANAGEMENT DISTRICT PLAN



DOWNTOWN VISALIA PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

MANAGEMENT DISTRICT PLAN & ENGINEER'S REPORT

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

April 22, 2019

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Prepared by Civitas



I. OVERVIEW

Developed by a growing coalition of property owners, the Downtown Visalia Property and Business Improvement District (DTVPBID) is a benefit assessment district whose main goal is to provide improvements and activities which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values. As required by state law, property owners have created this Management District Plan (Plan) to renew the DTVPBID.

Location: The DTVPBID generally includes parcels in the downtown area of the City of Visalia, as shown on the map in Section V.

Purpose: The purpose of the DTVPBID is to provide activities and improvements which constitute and convey a special benefit to assessed parcels. The DTVPBID will provide environmental enhancements, economic enhancements, and related administration programs directly and only to assessed parcels within its boundaries.

Budget: The DTVPBID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be \$500,291.13. The annual budget may be subject to an increase in assessment rates of no more than ten percent (10%) per year. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at \$525,179.97.

Cost: The assessment rate (cost to the parcel owner) is based on parcel size and benefit zone. The initial annual rate to each parcel is shown in the table below. Assessment rates may be subject to an increase of no more than ten percent (10%) per year for the second and third years of the renewed term and no more than five percent (5%) per year for the fourth through tenth years of the renewed term.

Initial Parcel Assessment Rates		
Parcel Type	Parcel Size (sq. ft.)	
	Zone 1	Zone 2
Commercial	\$0.140	\$0.045

Renewal: DTVPBID renewal requires submittal of petitions from property owners representing more than fifty percent (50%) of the total assessment. The “Right to Vote on Taxes Act” (also known as Proposition 218) requires a ballot vote in which more than fifty percent (50%) of the ballots received, weighted by assessment, be in support of the DTVPBID.

Duration: The DTVPBID will have a ten (10) year life beginning January 1, 2020 through December 31, 2029. Near the end of the term, the petition, ballot, and City Council hearing process must be repeated for the DTVPBID to again be renewed.

Management: The Downtown Visalia Property Owner's Association (the Association) will continue to serve as the Owners' Association for the DTVPBID.

II. IMPETUS

There are several reasons why now is the time to renew the DTVPBID. The most compelling reasons are as follows.

1. The Need to be Proactive in Determining the Future of Downtown Visalia.

In order to protect their investment, parcel owners must be partners in the process that determines the level and frequency of services, and how new improvements and development projects are implemented. The DTVPBID will allow these owners to lead and shape future services and improvements through the DTVPBID.

2. The Need to Attract New Business and Investment throughout Downtown Visalia.

If Downtown Visalia is to compete as a successful commercial district it must develop its own well-financed, proactive strategy to retain businesses and tenants as well as attract new business and investment. The DTVPBID provides the financial resources to develop and implement a focused strategy that will work to prevent and fill vacancies and attract new tenants to all areas of the DTVPBID.

3. An Opportunity to Create a Private/Public Partnership with a Unified Voice for Downtown Visalia.

Because parcel owners would be investing financial resources through the DTVPBID, they will be looked upon as a strong partner in negotiations with the City. This partnership will have the ability to leverage the parcel owner's investment with additional public investment in Downtown Visalia.

4. An Opportunity to Establish Private Sector Management and Accountability.

A non-profit, private organization formed for the sole purpose of improving Downtown Visalia will manage the services provided and the DTVPBID. Annual DTVPBID work plans and budgets are developed by a board composed of stakeholders that own property in the Downtown Visalia. Improvements and activities provided by the DTVPBID are subject to private sector performance standards, controls, and accountability.

III. BACKGROUND

The International Downtown Association estimates that more than 1,500 Property and Business Improvement Districts (PBIDs) currently operate throughout the United States and Canada. PBIDs are a time-tested tool for property owners who wish to come together and obtain collective services which benefit their properties.

PBIDs provide supplemental services in addition to those provided by local government. They may also finance physical and capital improvements. These improvements and activities are concentrated within a distinct geographic area and are funded by a special parcel assessment. Services and improvements are only provided to those who pay the assessment.

Although funds are collected by the local government, they are then directed to a private nonprofit. The nonprofit implements services and provides day-to-day oversight. The nonprofit is managed by a Board of Directors representing those who pay the assessment, to help ensure the services meet the needs of property owners and are responsive to changing conditions within the PBID.

PBIDs all over the globe have been proven to work by providing services that improve the overall viability of commercial districts, resulting in higher property values, lease rates, occupancy rates, and sales volumes.

The DTVPBID will be renewed pursuant to a state law that took effect in January of 1995. The “Property and Business Improvement District Law of 1994,” which was signed into law by Governor Pete Wilson, ushered in a new generation of Property and Business Improvement Districts in California. Key provisions of the law include:

- Allows a wide variety of services which are tailored to meet specific needs of assessed properties in each individual PBID;
- Requires property owner input and support throughout the renewal process;
- Requires written support on both a petition and ballot from property owners paying fifty percent (50%) of proposed assessments;
- Allows for a designated, private nonprofit corporation to manage funds and implement programs, with oversight from property owners and the City;
- Requires limits for assessment rates to ensure that they do not exceed the amount owners are willing to pay; and
- Requires the PBID be renewed after a certain time period, making it accountable to property owners.

The “Property and Business Improvement Business District Law of 1994” is provided in Appendix 2 of this document.

IV. ACCOMPLISHMENTS

During the previous term of the DTVPBID, the Downtown Visalia Property Owner's Association has achieved significant results for the benefit of assessed property owners within the DTVPBID. Examples include:

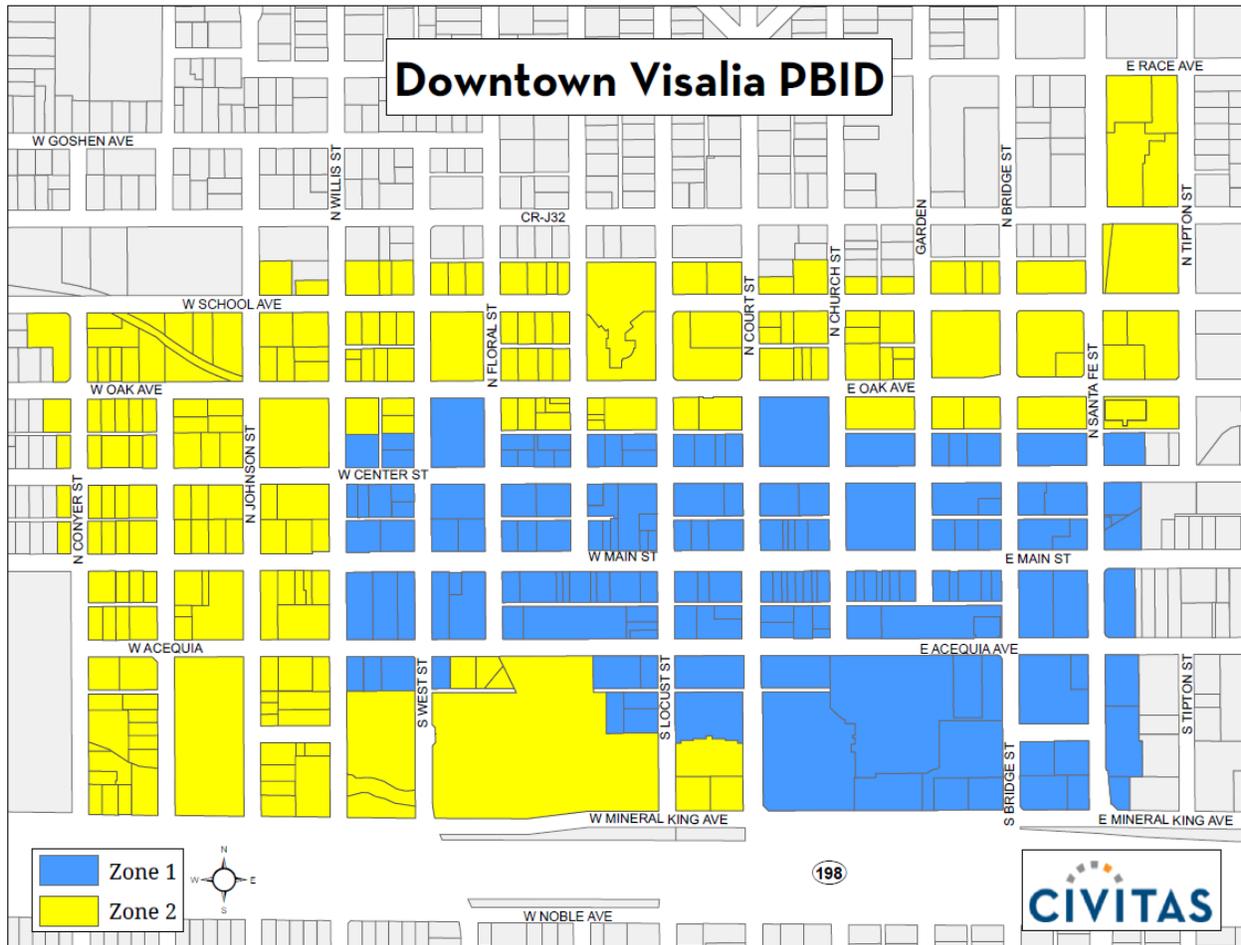
- Upgraded and installed decorative lighting on 48 trees along Main Street. Decorative lights are maintained annually and removed and rehung for tree maintenance every three years.
- LED light upgrade to Candy Cane Lane holiday lighting.
- Removal of over 14,000 graffiti tags (1,650 annually).
- Provision of 24/7 security services. There have been just under 25,000 call for service (3,000 annually) and 30,000 vagrant contacts.
- Landscaping improvements including a total revamp and enhancement of the Main Street corridor and converting to drip irrigation systems.
- Pedestrian safety enhancements along the Main Street corridor.
- Parking in-lieu fees designed to attract businesses to the DTVPBID.
- Enclosure artwork improvements.
- DTVPBID maintenance programs.

In the next term of the DTVPBID, the Downtown Visalia Property Owner's Association envisions the following:

- Street light replacements in January 2020.
- Water infrastructure replacements along Main Street in January 2020.
- Using Public Safety Planning grant funds to improve traffic flows, bicycle safety, and pedestrian safety throughout the DTVPBID.

V. BOUNDARIES

The DTVPBID generally includes parcels in the downtown area of the City of Visalia, as shown on the map below. The service area includes approximately 374 properties with 241 property owners. The DTVPBID boundary is illustrated by the map below. A larger map is available on request by calling (916)437-4300 or (800)999-7781.



VI. SERVICE PLAN & BUDGET

A. Improvements and Activities

The DTVPBID will provide supplemental improvements and activities that are above and beyond those provided by the City and other government agencies. None of the services to be provided by the DTVPBID are provided by the City or other government agencies. The improvements and activities will be provided directly and only to assessed parcels; they will not be provided to parcels that are not assessed. Each and every service is unique to the DTVPBID, thus the benefits provided are particular and distinct to each assessed parcel.

1. Environmental Enhancements

The environmental enhancement programs may include public safety patrols to support crime prevention and reduce the incidence of nuisance crimes, streetscape and landscape enhancements to make the DTVPBID more attractive, graffiti removal to provide a cleaner DTVPBID environment, and general DTVPBID maintenance including sidewalk sweeping and steam cleaning.

2. Economic Enhancements

The economic enhancement programs and incentives are designed to attract, grow, and incubate new businesses. DTVPBID economic enhancements programs will also include an in-lieu parking program to remove barriers to downtown development and promotions to improve the downtown image and invite customers to assessed parcels within the DTVPBID.

3. Administration

The administration portion of the budget will be utilized for administrative costs associated with providing the activities and improvements. Those costs may include rent, telephone charges, legal fees, accounting fees, postage, administrative staff, insurance, and other general office expenses.

4. Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Owners' Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board of Directors of the Owners' Association. The reserve fund may be used for the costs of renewing the DTVPBID.

B. Annual Budget

A projected ten (10) year budget for the DTVPBID is provided below. The overall budget shall remain consistent with this Plan. In the event of a legal challenge, assessment funds may be used to defend the DTVPBID. The annual budget is based on the following assumptions and guidelines:

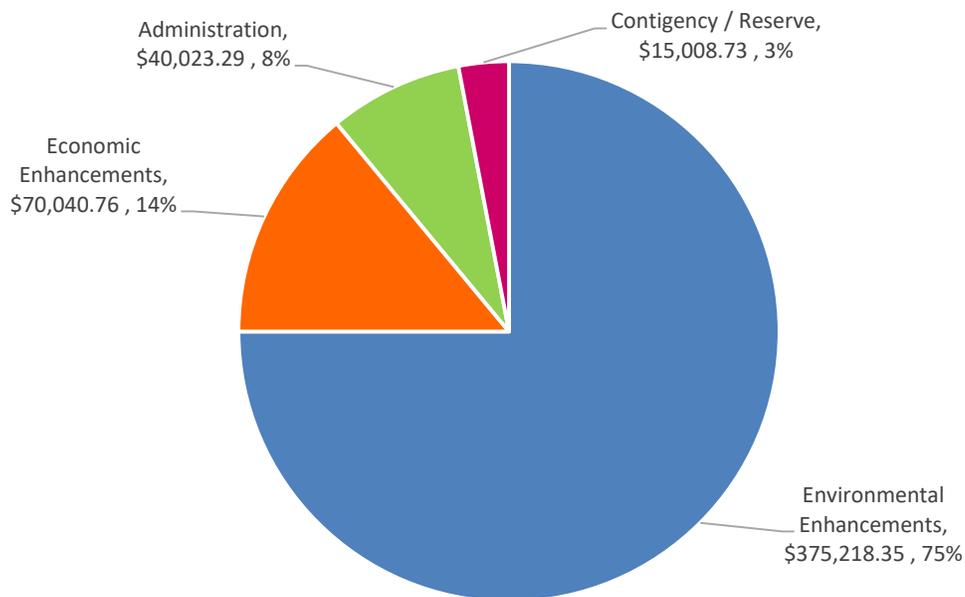
1. The cost of providing improvements and activities may vary depending upon the market cost for those improvements and activities. Expenditures may require adjustment up or down to continue the intended level of improvements and activities. The Association shall annually have the ability to re-allocate up to fifteen percent (15%) of the budget allocation by line item within the budgeted categories. Any change will be approved by the Association and submitted with the Annual Report.

2. Funds not spent in any given year may be rolled over to the next year.
3. The assessment rate may be subject to annual increases that will not exceed ten percent (10%) per year for the second and third years of the renewed term and will not exceed five percent (5%) per year for the fourth through tenth years of the renewed term. Increases will be determined by the Association and will vary each year. The projections below illustrate the maximum annual increase for all budget items.
4. Each budget category includes all costs related to providing that improvement, maintenance, or activity, in accordance with Generally Accepted Accounting Principles (GAAP). For example, the environmental enhancements budget includes the cost of staff time dedicated to overseeing and implementing environmental enhancements programs. Staff time dedicated purely to administrative tasks is allocated to the administration and advocacy portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the DTVPBID improvements, maintenance, and activities will be determined by the Association on an as-needed basis.

C. Assessment Budget

The total improvement, maintenance, and activity budget for 2020 that is funded by property assessments is \$500,291.13. In addition to the assessment revenue, the programs will be supplemented by non-assessment funds. The total of non-assessment funds, and the determination of special and general benefit, is included in the Engineer’s Report. The total of assessment and non-assessment funds is provided in Appendix 4. Below is an illustration of the estimated total assessment budget allocations for each budget category for the ten (10) year life of the DTVPBID. The allocation of the assessment funds is governed by Section E below. Non-assessment funds may be shifted between budget categories as needed by the Association.

Initial Year Assessment Budget - \$500,291.13



D. Zone Assessment Budgets

Funds may only be spent on improvements, maintenance, and activities provided in the zone from which they funds were derived. The budget for 2020, broken down by zone, is below.

Benefit Zone	Zone 1	Zone 2
Environmental Enhancements	\$266,100.24	\$109,118.11
Economic Enhancements	\$49,672.04	\$20,368.72
Administration	\$28,384.03	\$11,639.26
Contingency / Reserve	\$10,644.01	\$4,364.72
Zone Totals	\$354,800.32	\$145,490.81

E. Annual Maximum Assessment Budget

The budget below assumes the maximum annual increase of ten percent (10%) per year for the second and third years of the renewed term and of five percent (5%) per year for the fourth through tenth years of the renewed term. is enacted and that there are no changes to the categorical budget allocations.

Year	Environmental Enhancements	Economic Enhancements	Administration	Contingency / Reserve	Total
2020	\$375,218.35	\$70,040.76	\$40,023.29	\$15,008.73	\$500,291.13
2021	\$412,740.19	\$77,044.84	\$44,025.62	\$16,509.60	\$550,320.25
2022	\$454,014.20	\$84,749.32	\$48,428.18	\$18,160.56	\$605,352.26
2023	\$476,714.91	\$88,986.79	\$50,849.59	\$19,068.59	\$635,619.88
2024	\$500,550.66	\$93,436.12	\$53,392.07	\$20,022.02	\$667,400.87
2025	\$525,578.19	\$98,107.93	\$56,061.67	\$21,023.12	\$700,770.91
2026	\$551,857.10	\$103,013.33	\$58,864.76	\$22,074.28	\$735,809.47
2027	\$579,449.96	\$108,163.99	\$61,807.99	\$23,177.99	\$772,599.93
2028	\$608,422.45	\$113,572.19	\$64,898.39	\$24,336.89	\$811,229.92
2029	\$638,843.58	\$119,250.80	\$68,143.31	\$25,553.74	\$851,791.43
Total	\$5,123,389.59	\$956,366.07	\$546,494.87	\$204,935.52	\$6,831,186.05

VII. GOVERNANCE

A. Owners' Association

The District shall be governed by the Downtown Visalia Property Owner's Association, with oversight from the Visalia City Council. The Downtown Visalia Property Owner's Association shall serve as the Owners' Association described in the Streets and Highways Code §36651. The Board of Directors of the Association and its staff are charged with the day-to-day operations of the DTVPBID.

A majority of the Board of Directors of the Downtown Visalia Property Owner's Association must be parcel owners paying the DTVPBID assessment. The Board of Directors shall be composed as follows:

- Directors must represent diversity in property and business type, including both large and small property owners, as well as different uses within the DTVPBID boundaries including office, retail, hospitality, government, and non-profits;
- Directors will also include business owners who may not be property owners; and
- Directors will also include representatives of both benefit zones.

B. Brown Act & Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its Board of Directors or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association must act as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Association Board of Directors and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The Association shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 2). The annual report is a prospective report for the upcoming year and must include:

1. Any proposed changes in the boundaries of the DTVPBID or in any benefit zones or classification of property within the district;
2. The improvements, maintenance, and activities to be provided for that fiscal year;
3. The estimated cost of providing the improvements, maintenance, and activities to be provided for that fiscal year;
4. The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
5. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
6. The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this Plan.

VIII. ENGINEER'S REPORT

The DTVPBID's parcel assessments will be imposed in accordance with the provisions of Article XIII D of the California Constitution. Article XIII D provides that "only special benefits are assessable,"¹ and requires the City to "separate the general benefits from the special benefits conferred on a parcel."² Special benefits are a "particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public-at-large."³ Conversely, a general benefit is "conferred on real property located in the district or to the public-at-large."⁴ Assessment law also mandates that "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."⁵

The Engineer determined the total cost of the improvements, maintenance, and activities, quantified the general benefit accruing to the public-at-large and non-assessed parcels adjacent to and within the DTVPBID, and separated that amount from the special benefit accruing to the assessed parcels. Then, the Engineer determined the proportional special benefit derived by each parcel and allocated the special benefit value of the improvements, maintenance, and activities accordingly. The Engineer's determinations and detailed calculations are summarized in this report.

A. Separation of General and Special Benefits

Each of the improvements, maintenance, and activities, and the associated costs and assessments within the DTVPBID, were reviewed, identified, and allocated based on special and general benefits pursuant to Article XIII D of the California Constitution. The assessment has been apportioned based on the proportional special benefits conferred to the assessed parcels located within the DTVPBID boundaries as determined below.

1. General Benefits

Unlike special benefits, which are conferred directly and only upon assessed parcels, a general benefit is conferred on the general public or non-assessed parcels. Existing City and other public services, which are provided to every person and parcel, everywhere within the City, are an example of a general benefit. Although the DTVPBID's boundaries have been narrowly drawn and programs have been carefully designed to provide special benefits, and improvements, maintenance, and activities will only be provided directly to assessed parcels, it is acknowledged that there will be general benefits as a result of the DTVPBID's improvements, maintenance, and activities.

The California Constitution mandates that "only special benefits are assessable, and an agency shall separate the general benefits from the special benefits."⁶ "Generally, this separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits."⁷ The first step that must be undertaken to separate general and special benefits provided by the DTVPBID's improvements, maintenance, and activities is to identify and quantify the general benefits. There are two bodies who can receive general benefits: the public-at-large within the DTVPBID, and non-assessed parcels surrounding the DTVPBID.

¹ Cal. Const., art. XIII D, §4(a)

² Cal. Const., art. XIII D, §4(a)

³ Id., §2(i)

⁴ Cal. Const., art. XIII D, §2(j)

⁵ Cal. Const., art. XIII D, §4(a)

⁶ Cal. Const., art. XIII D, §4(a)

⁷ Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal.App.4th 416

General Benefit to the Public-at-Large

Although the improvements, maintenance, and activities are narrowly designed and carefully implemented to specially benefit the assessed parcels, and only provided directly to assessed parcels, they will generate a general benefit to the public-at-large within the DTVPBID. State law indicates that “Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed.”⁸ However, “the mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.”⁹ Further, “the value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.”¹⁰ Thus, although there may be some incidental benefit to persons engaged in business on the assessed parcels, that incidental benefit is not considered general benefit because it is inherently produced by improvements, maintenance, and activities that provide special benefits to the assessed parcels. There is, however, a general benefit to persons not engaged in business on the assessed parcels.

Intercept surveys conducted in similar districts have found that approximately 97.3% of pedestrian traffic within PBID boundaries is engaged in business on assessed parcels, while the remaining approximately 2.7% is simply passing through and not engaging in business on the assessed parcels¹¹. The 2.7% of traffic passing through does not have any connection to the assessed parcels, and therefore does not represent a special benefit to the assessed parcels. The 2.7% will, however, receive a derivative and indirect general benefit as a result of the improvements, maintenance, and activities being provided in the District. Therefore, it is estimated that 2.7% of the benefit created by the District’s services is general benefit provided to the public-at-large. To ensure that the assessment dollars do not fund general benefits to the public-at-large, that portion of the cost of improvements, maintenance, and activities will be paid for with funds not obtained through assessments. Using the 2.7% figure, based on the initial year improvement, maintenance, and activity budget, the value of this general benefit to the public-at-large is \$14,179.86 ($\$525,179.97 \times 0.027$).

General Benefit to Non-Assessed Parcels

Although they are only provided directly to the assessed parcels, the DTVPBID’s improvements, maintenance, and activities may also confer general benefits upon non-assessed parcels surrounding the DTVPBID. One study examining property values in PBID areas found “no evidence of spill-over impacts (either good or bad) on commercial properties located just outside the BID’s boundaries;”¹² however, the California Court of Appeals has stated that “services specifically intended for assessed parcels concomitantly confer collateral general benefits to surrounding properties.”¹³ It is reasonable to conclude that improvements, maintenance, and activities within the DTVPBID will have an incidental impact on non-assessed parcels surrounding the DTVPBID boundaries. Although the legislature has indicated that “the value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based

⁸ Streets and Highways Code section 36601(h)(2)

⁹ Ibid

¹⁰ Streets and Highways Code section 36622(k)(2)

¹¹ Surveys conducted in: North Park, San Diego (January 2015); Mack Road, Sacramento (July 2014); and Sunrise MarketPlace, Citrus Heights (December 2013)

¹² Furman Center for Real Estate & Urban Policy; The Impact of Business Improvement Districts on Property Values: Evidence from New York City (2007) p. 4

¹³ Beutz v. Riverside (2010) 184 Cal.App.4th 1516

district and that benefit property or persons not assessed shall *not* be deducted from the entirety of the cost of any special benefit,”¹⁴ the California Court of Appeals has noted that “the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement...or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement.”¹⁵ Those derivative and indirect impacts are considered general benefits and will be quantified and separated.

In this Engineer’s opinion, because improvements, maintenance, and activities are provided only within the DTVPBID and on its perimeter, parcels separated from the DTVPBID by either at least one intervening parcel or an impassable physical barrier such as a wall, railroad track, freeway, or ditch will not receive spill over benefits. Parcels separated from the DTVPBID will not benefit because they are physically removed from the actual location of improvements, maintenance, and activities provided, and do not face serviced parcels. Therefore, this analysis considers non-assessed surrounding parcels that are immediately adjacent to and accessible from the DTVPBID’s boundaries.

The total DTVPBID improvement, maintenance, and activity budget for the first year is \$525,179.97. After reducing the improvement, maintenance, and activity budget by the general benefit to the public-at-large (\$14,179.86), the remaining benefit to parcels is \$511,000.11. This benefit has been distributed to both assessed and non-assessed parcels using the following methodology. The general benefit to the public-at-large has been proportionally allocated to the DTVPBID’s improvement, maintenance, and activity categories as shown in the following table.

Category	Benefit to Parcels	Benefit to Public-at-Large	Total
Environmental Enhancements	\$383,695.86	\$10,647.27	\$394,343.13
Economic Enhancements	\$71,094.24	\$1,972.81	\$73,067.05
Administration; Contingency/Reserve	\$56,210.01	\$1,559.78	\$57,769.79
TOTAL	\$511,000.11	\$14,179.86	\$525,179.97

To determine the general benefit to parcels, the Engineer assigned each parcel group a benefit factor, determined the appropriate parcel characteristic to use in the calculation, multiplied the benefit factor by the benefit characteristic to determine the benefit units attributable to each parcel group, and apportioned the remaining service cost (service cost minus general benefit to the public) in accordance with the benefit units derived by each parcel group.

Benefit Factors

All parcels within and adjacent to the DTVPBID have been assigned a benefit factor to mathematically represent the proportional special and general benefit and quantify the value of each. The determination of benefit factors for each type of improvement, maintenance, and activity follows.

Improvements

The improvements to be provided by the DTVPBID provide two types of special benefits:

¹⁴ Streets and Highways Code section 36622(k)(2)
¹⁵ Tiburon v. Bonander (2009) 180 Cal.App.4th 1057, 1077

Improvement – The primary special benefit provided by the DTVPBID’s improvements is the improvements themselves, which are available to tenants and customers of assessed parcels.

Proximity – The DTVPBID’s improvements also provide the special benefit of being in proximity to a parcel that is benefitting from an improvement, as parcels will enjoy the spillover benefits of neighboring parcels utilizing the improvements.

The majority of the benefit is the improvements themselves; proximity is a lesser benefit. It is this Engineer’s estimation that eighty-five percent (85%) of the special benefit from the DTVPBID’s improvements is the improvement, while the presence and proximity special benefits each account for fifteen percent (15%) of the special benefit. Assessed parcels will receive both benefits; non-assessed parcels within and adjacent to the DTVPBID will not be directly improved, and therefore only receive the general benefit of proximity.

Tangible Activities

The tangible activities (those that are physically provided via a person or people working throughout the DTVPBID) to be provided by the DTVPBID generate three types of special benefits:

Service – The primary special benefit provided by the DTVPBID’s physical activities is the actual service.

Presence – The DTVPBID’s physical activities also provide the special benefit of an individual’s presence on the assessed parcel as the activities are provided, which can have a deterrent effect and creates a positive impression that the area is well-maintained and safe. The “Disneyland effect” is the benefit the parcels receive from the observation that parcels are being maintained. There are studies which link the perception of cleanliness to a perception of increased security.

Proximity – The DTVPBID’s physical activities also provide the special benefit of being in proximity to a cleaner, safer parcel. Neighboring parcels enjoy the spillover benefits of being adjacent to increased safety and cleanliness.

The majority of the benefit received by the parcels is the results of the DTVPBID’s services; onsite presence and proximity are lesser benefits. It is this Engineer’s estimation that seventy-five percent (75%) of the special benefit from the DTVPBID’s physical activities is the service, while the presence and proximity benefits each account for twelve and one-half percent (12.5% presence, 12.5% proximity) of the special benefit. Assessed parcels will receive all three benefits; non-assessed parcels within and adjacent to the DTVPBID will not be directly serviced by individuals present on the parcels and therefore only receive the general benefit of proximity.

Intangible Activities

Some of the DTVPBID’s activities, such as marketing, are distinct in that they are not provided to a targeted area within the DTVPBID, rather they are provided via Internet, radio, and other forms of media and targeted at an audience outside the DTVPBID in an effort to bring the audience into the DTVPBID. These activities provide two types of special benefits:

Direct Exposure – The primary special benefit provided by the DTVPBID’s intangible activities is exposure. The intangible activities increase awareness of the DTVPBID as a commercial and business destination and lead to increased patronage.

Incidental Exposure – The DTVPBID’s intangible activities will also have a secondary special benefit of incidental exposure, such as word-of-mouth exposure, that results from the direct

exposure and increases awareness of the DTVPBID as a commercial and business destination.

The majority of the benefit from these activities is the direct exposure; the incidental exposure is a lesser benefit. It is this Engineer's estimation that ninety percent (90%) of the special benefit from the intangible activities is direct exposure, while ten percent (10%) is incidental exposure. Assessed parcels will receive both as special benefits; non-assessed parcels within and adjacent to the DTVPBID will not be directly marketed and therefore only receive the general benefit of incidental exposure.

Factors Determined

Based on the foregoing analysis, all assessed parcels within the DTVPBID specially benefit from the DTVPBID's improvements, maintenance, and activities, and have been assigned a benefit factor of 1.0. Parcels that are not assessed have been assigned benefit factors based on the portion of the benefit they will receive, as described above. The non-assessed parcels will benefit from 15% of the improvements, 12.5% of the tangible activities, and 10% of the intangible activities; therefore they have been assigned benefit factors of 0.150, 0.125, and 0.100, respectively.

Non-Assessed Benefit Characteristics

There are two types of parcels that are not assessed; those within the DTVPBID and those immediately adjacent to and accessible from the DTVPBID. Because they generally benefit in a differing manner, distinct parcel characteristics are used to quantify the general benefit to each type.

- *Inside* – Non-assessed parcels inside of the DTVPBID are surrounded by parcels that are assessed and receiving the full special benefits; they will, therefore, receive the general benefit of proximity. These parcels are impacted on more than one side by the DTVPBID's improvements, maintenance, and activities and improvements, maintenance, and activities are provided all around them. Because these parcels are surrounded by specially benefitted parcels, it is appropriate that parcel square footage be used to measure the general benefit they receive.
- *Adjacent* – Adjacent parcels are those that are immediately adjacent to or directly across the street from specially benefitted parcels, and accessible from specially benefitted parcels. These parcels generally benefit differently than those inside the DTVPBID, because these parcels are adjacent to, rather than surrounded by, specially benefitted parcels. Square footage is not an appropriate measure of benefit to these parcels. Because the parcels are not surrounded by serviced parcels, a long, shallow parcel with the same square footage as a deep, narrow parcel will receive a different level of general benefit. Likewise, two parcels with the same depth but a different width adjacent to serviced parcels will benefit differently. To account for this difference, it is appropriate that parcel linear frontage be used to measure the general benefit the adjacent parcels receive.

Calculations

To quantify and separate the general benefit to non-assessed parcels, the following calculations were undertaken for each budget category.

1. The total service budget for each category was determined and the amount of general benefit to the public-at-large was subtracted from the category budget.
2. The benefit factor applicable to each improvement, maintenance, or activity was multiplied by the linear frontage of assessed and non-assessed parcels, to determine the number of benefit units received by each parcel group.

3. The benefit units for all parcel groups were summed, and the percentage of benefit units attributable to each parcel group was calculated.
4. The total remaining improvement, maintenance, and activity budget, less the amount already determined to be general benefit to the public-at-large, was allocated to general and special benefit categories for each parcel group using the calculated benefit percent and applicable benefit characteristic methodology.
5. The special and general benefit resulting from the administration and contingency / reserve portions of the budget were determined based on the proportional allocation of benefits derived from improvements, maintenance, and activities.

Environmental Enhancements

The environmental enhancements budget, minus the amount of general benefit to the public-at-large, is \$383,695.86. The calculations below determine the amount of general benefit to non-assessed parcels within the DTVPBID. The environmental enhancements budget category contains both improvements and tangible activities; out of an abundance of caution, the Engineer used the higher 0.150 benefit factor to quantify the general benefit.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	5,767,417	X 1.000	=5,767,417.00	99.428%	X \$383,695.86	= \$381,502.67
Non-Assessed	221,039	X 0.150	=33,155.85	0.572%	X \$383,695.86	= \$2,193.19

The environmental enhancements budget, minus the amount of general benefit to the public and non-assessed parcels within the DTVPBID, is \$381,502.67. The calculations below determine the amount of general benefit to parcels adjacent to the DTVPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	95,991	X 1.000	=95,991.00	98.353%	X \$381,502.67	= \$375,218.35
Adjacent	10,718	X 0.150	=1,607.70	1.647%	X \$381,502.67	= \$6,284.32

Therefore, the allocation of the environmental enhancements budget is as follows:

General Benefit – Public At Large	\$10,647.27
General Benefit – Inside Parcels	\$2,193.19
General Benefit – Adjacent Parcels	\$6,284.32
Special Benefit	\$375,218.35
Total	\$394,343.13

Economic Enhancements

The economic enhancements budget, minus the amount of general benefit to the public-at-large, is \$71,094.24. The calculations below determine the amount of general benefit to non-assessed parcels within the DTVPBID. The economic enhancements budget category contains intangible activities; the Engineer used the 0.100 benefit factor to quantify the general benefit.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	5,767,417	X 1.000	=5,767,417.00	99.618%	X \$71,094.24	= \$70,822.81
Non-Assessed	221,039	X 0.100	=22,103.90	0.382%	X \$71,094.24	= \$271.43

The economic enhancements budget, minus the amount of general benefit to the public and non-assessed parcels within the DTVPBID, is \$70,822.81. The calculations below determine the amount of general benefit to parcels adjacent to the DTVPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	95,991	X 1.000	=95,991.00	98.896%	X \$70,822.81	= \$70,040.76
Adjacent	10,718	X 0.100	=1,071.80	1.104%	X \$70,822.81	= \$782.05

Therefore, the allocation of the economic enhancements budget is as follows:

General Benefit – Public At Large	\$1,972.81
General Benefit – Inside Parcels	\$271.43
General Benefit – Adjacent Parcels	\$782.05
Special Benefit	\$70,040.76
Total	\$73,067.05

Administration; Contingency / Reserve

The administration and contingency / reserve budget line items relate to the improvements, maintenance, and activities provided. These costs have been allocated proportionally based on the special and general benefit provided by each category.

	Special Benefit to Parcels	General Benefit to Parcels
Environmental Enhancements	\$375,218.35	\$8,477.51
Economic Enhancements	\$70,040.76	\$1,053.48
Improvement, Maintenance, and Activity Totals	\$445,259.11	\$9,530.99
Percent	97.904%	2.096%
Administration; Contingency / Reserve	\$55,032.02	\$1,177.99
Total Parcel Benefits	\$500,291.13	\$10,708.98

iv. Total Benefits

Based on the foregoing calculations, the total benefits to assessed parcels, non-assessed parcels, and the general public are:

	Special	Parcel General	Public	Total
Environmental Enhancements	\$375,218.35	\$8,477.51	\$10,647.27	\$394,343.13

Economic Enhancements	\$70,040.76	\$1,053.48	\$1,972.81	\$73,067.05
Administration; Contingency / Reserve	\$55,032.02	\$1,177.99	\$1,559.78	\$57,769.79
Total	\$500,291.13	\$10,708.98	\$14,179.86	\$525,179.97

c. Non-Assessment Funding

The programs funded by the DTVPBID receive additional non-assessment funding in the form of city funding, grants, corporate sponsorships, event income, and other miscellaneous funds. These funding sources are anticipated to equal or exceed the amount of general benefit conferred annually by the DTVPBID’s improvements, maintenance, and activities, \$24,888.84. These non-assessment funds will be used to pay for the general benefit provided by the DTVPBID’s improvements, maintenance, and activities, ensuring that parcel assessments will only be used to provide special benefits.

2. Special Benefit

The improvements, maintenance, and activities to be provided by the DTVPBID constitute and convey special benefits directly to the assessed parcels. Assessment law requires that “the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided.”¹⁶ Further, “no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”¹⁷ Special benefit “includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed.”¹⁸

To determine the total special benefit value to be conveyed to the assessed parcels, we deduct the general benefit value (\$24,888.84) from the total value of the improvements, maintenance, and activities (\$525,179.97). The remaining \$500,291.13 is considered the special benefit to assessed parcels (the “Total Assessment”). The Total Assessment represents the total value of the special benefit to be provided by the improvements, maintenance, and activities. The Total Assessment has been proportionally divided among the assessed parcels so that no assessment exceeds the reasonable cost of the proportional special benefit conferred on a parcel. The assessment rate has been designed to ensure that “properties that receive the same proportionate special benefit pay the same assessment.”¹⁹

Service Provided	Total Benefit Value	General Benefit Value to Public	Benefit Value to Parcels (Special & General)	Special Benefit to Assessed Parcels
Environmental Enhancements	\$394,343.13	\$10,647.27	\$383,695.86	\$375,218.35
Economic Enhancements	\$73,067.05	\$1,972.81	\$71,094.24	\$70,040.76
Administration	\$42,014.40	\$1,134.39	\$40,880.01	\$40,023.29

¹⁶ Cal. Const., art XIII D §4(a)

¹⁷ Ibid

¹⁸ Streets and Highways Code section 36615.5

¹⁹ *Tiburon v. Bonander* (2009) 180 Cal.App.4th 1057

Contingency / Reserve	\$15,755.39	\$425.39	\$15,330.00	\$15,008.73
TOTAL	\$525,179.97	\$14,179.86	\$511,000.11	\$500,291.13

B. Assessment Methodology

1. Base Formula

Each parcel will be assessed based on proportional special benefits received. The variables used for the annual assessment formula are parcel size and benefit zone. These variables are appropriate measures of the proportional special benefit because the need for services, level of services, and quantity of services are all relative to these variables; thus the special benefit provided to each parcel by the services can be proportionally measured using these variables.

Determination of Assessment Rates

“Because not all parcels in the district are identical in size...some will receive more special benefit than others.”²⁰ Each of the variables used relates directly to the service level and special benefit provided to each parcel. Parcel square footage is the size of the parcel, measured in square feet. Size is an appropriate measure of proportional special benefit because it relates directly to the quantity of services provided to the parcel, the highest and best use of a parcel, and reflects the long-term value implications of the DTVPBID. The larger a parcel, the more services and benefit the parcel will receive.

To determine the assessment rates, the assessed parcels were classified by the estimated benefit assessed parcels receive, the estimated special benefit value of the improvements, maintenance, and activities provided to each type was determined based on approximate cost of service provision, and an assessment rate that is proportional to the estimated proportional benefit received by assessed parcels was determined.

To determine the assessment rates, the estimated special benefit value for assessed parcels was divided by the total assessable parcel square footage as shown in the tables below.

Parcel Size

The DTVPBID’s services will benefit each assessed parcel as a whole. The service budget which, in this Engineer’s estimation, represents special benefits to the parcels, has been allocated based on parcel size.

Parcel Type	Initial Parcel Size Budget	Parcel Square Footage	Initial Parcel Assessment Rate (\$/sqft/yr)
Zone 1 Commercial	\$354,800.32 ÷	2,534,288 =	\$0.1400
Zone 2 Commercial	\$145,490.81 ÷	3,233,129 =	\$0.0450

Summary of Assessment Rates

Therefore, for the initial year, the maximum annual assessment rates to parcels are as shown below and in Appendix 1. Maximum annual assessment rates may be subject to an increase of no more than ten percent (10%) per year for the second and third years of the renewed term and no more than five percent (5%) per year for the fourth through tenth years of the renewed term, as shown in Appendix 1.

²⁰ *Dahms v. Downtown Pomona* (2009) 174 Cal.App.4th 708

Initial Parcel Assessment Rates	
Parcel Type	Parcel Size (sq. ft.)
Zone 1 Commercial	\$0.1400
Zone 2 Commercial	\$0.0450

Sample assessment calculations are shown in Appendix 3.

2. Commercial Parcels

Commercial parcels will receive and benefit from all DTVPBID services, and will therefore be assessed the full rate.

3. Publicly-Owned Parcels

Under “The Right to Vote on Taxes Act” (also known as Proposition 218) all public parcels are required to pay assessments unless they can demonstrate by clear and convincing evidence that their parcels do not receive a special benefit. Publicly owned parcels will receive and specially benefit from all of the District’s services and will therefore be assessed the full rate.

4. Non-Assessed Parcels

There are twenty-six (26) parcels within the DTVPBID that will not be assessed. These parcels are not commercial or publicly-owned parcels and will not specially benefit from or directly receive the DTVPBID’s improvements, maintenance, and activities. These parcels are accounted for in the analysis of general benefit provided to non-assessed parcels within the DTVPBID. These parcels have the following uses:

- Residential Parcels: There are twenty-four (24) residential parcels within the DTVPBID boundary that will not be assessed. The state legislature has determined that “properties zoned solely for residential use...are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessment.”²¹ The services and improvements to be provided are designed to specially benefit commercial and publicly-owned parcels by attracting and increasing customers and visitors to assessed parcels and by improving the maintenance and safety of the assessed parcels. None of these benefits apply to residential parcels, which will not be serviced or benefit from the DTVPBID’s improvements, maintenance, and activities. Residential parcels are those parcels with four family units or less and planned unit development of single family residences.
- Utility Parcel: There is one (1) parcelized railroad track within the DTVPBID boundary that will not be assessed. The vast majority of railroad tracks are not parcelized; this parcel is an oddity. Because the vast majority of railroad tracks are not parcelized and cannot be assessed, and will not receive or benefit from DTVPBID programs, this railroad track parcel is also not assessed.
- Miscellaneous Parcel: There is one (1) parcel that is a pedestrian thoroughfare and does not have a commercial component. The vast majority of pedestrian thoroughfares are not parcelized; this parcel is an oddity. Because the vast majority of pedestrian thoroughfares are not parcelized and cannot be assessed, and will not receive or benefit from DTVPBID programs, this pedestrian thoroughfare parcel is also not assessed.

²¹ Streets and Highways Code section 36632(c)

5. Changes in Data

It is the intent of this Plan and Engineer's Report that each parcel included in the DTVPBID can be clearly identified. Every effort has been made to ensure that all parcels included in the DTVPBID are consistent in the boundary map and the assessment calculation table. However, if inconsistencies arise, the order of precedence shall be: 1) the assessment calculation table and 2) the boundary map.

If the parcel size or type of a parcel changes during the term of this DTVPBID, the assessment calculation may be modified accordingly.

C. Assessment Notice

During the hearing process, an Assessment Ballot will be sent to owners of each parcel in the DTVPBID. The Assessment Ballot provides an estimated assessment. The final individual assessment for any particular parcel may change, up or down, if the parcel square footage or parcel type differ from those used to calculate the amount shown on the notice, which can be found in Appendix 3.

D. Time and Manner for Collecting Assessments

As provided by State Law, the DTVPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Tulare. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Tulare shall distribute funds collected to the Association. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the DTVPBID assessments.

E. Engineer's Certification

I hereby certify, to the best of my knowledge and experience, that each of the identified assessed parcels located within the Downtown Visalia Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is no greater than the proportional special benefits conferred on each parcel, as described in this Engineer's Report.

Review of this Downtown Visalia Property and Business Improvement District Management District Plan and preparation of the Engineer's Report was completed by:



Ross Peabody
State of California

April 22, 2019

Date



This Engineer's Report is intended to be distributed as part of the Management District Plan in its entirety, including the Assessment Calculation Table (Appendix 3) and the Boundary Map. Reproduction and distribution of only Section VIII of this Management District Plan violates the intent of this stamp and signature.

APPENDIX 1 – MAXIMUM ANNUAL ASSESSMENT RATES

The table below illustrates the maximum annual assessment rate with the assumption that the rates will be increased annually by ten percent (10%) per year for the second and third years of the renewed term and by five percent (5%) per year for the fourth through tenth years of the renewed term with approval of the Association Board of Directors. The maximum rates listed are a required disclosure and not the anticipate course of action.

Maximum Parcel Assessment Rates		
Year	Benefit Zone	Commercial
2020	Zone 1	\$0.140
	Zone 2	\$0.045
2021	Zone 1	\$0.154
	Zone 2	\$0.050
2022	Zone 1	\$0.169
	Zone 2	\$0.054
2023	Zone 1	\$0.178
	Zone 2	\$0.057
2024	Zone 1	\$0.187
	Zone 2	\$0.060
2025	Zone 1	\$0.196
	Zone 2	\$0.063
2026	Zone 1	\$0.206
	Zone 2	\$0.066
2027	Zone 1	\$0.216
	Zone 2	\$0.069
2028	Zone 1	\$0.227
	Zone 2	\$0.073
2029	Zone 1	\$0.238
	Zone 2	\$0.077

APPENDIX 2 – PBID LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2019 SUPPLEMENT ***
(ALL 2018 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for

any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section

36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the

owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district

boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Reflection of modification in notices recorded and maps

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
 - (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
 - (2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property

or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 3 – PARCEL ASSESSMENT CALCULATIONS

MAP KEY	APN	OWNER NAME	LOT SIZE	ASSESSMENT	ZONE
1	093-175-007	VAN RYN JONATHAN A & NIKKI M (TRS)	17161	\$772.25	2
2	093-175-009	MINYARD DAVID & LYNN A	6098	\$274.41	2
3	093-175-010	LOMELLI MARIA C	11267	\$0.00	2
4	093-176-003	ALI KARIM K	16428	\$739.26	2
5	093-176-005	VINTAGE PRESS INC	7125	\$320.63	2
6	093-181-001	FABRIE JERRY & EVELYN	7314	\$329.13	2
7	093-181-006	KITCHEN WILLIAM R & JUDIETH K	8712	\$0.00	2
8	093-181-007	PRICE & PRICE OPTOMETRISTS	6079	\$273.56	2
9	093-181-008	RODARTE ELPIDIO	6161	\$277.25	2
10	093-181-009	KWONG CARINA KAR MAY	5137	\$231.17	2
11	093-181-012	TAYS ROBERT C (TR)	15688	\$705.96	2
12	093-181-014	RICO CHARLES L JR & VIRGINIA A(TRS)	17548	\$789.66	2
13	093-181-015	PETERS JOHN & SUZETTE	5877	\$264.47	2
14	093-181-016	FARLEY MICHAEL & DIANE	25609	\$1,152.41	2
15	093-181-017	CANERDAY CHAD	13700	\$616.50	2
16	093-181-018	PETERS JOHN & SUZETTE	13385	\$602.33	2
17	093-181-019	KITCHEN ERIC ALLEN	15924	\$716.58	2
18	093-181-020	UNION PACIFIC RAILROAD CO	15611	\$0.00	2
19	093-183-002	CARY KAREN ANN(TR)(CREDIT SHELTER T	7695	\$346.28	2
20	093-183-003	CARY KAREN ANN (TR)(CREDIT SHELTER	10125	\$455.63	2
21	093-183-006	BARRON RITA S & RICHARD B	8844	\$397.98	2
22	093-183-010	J & P WALNUTS LP	8844	\$397.98	2
23	093-183-011	VINTAGE PRESS INC	18348	\$825.66	2
24	093-183-012	PARENTING NETWORK INC	17292	\$778.14	2
25	093-184-003	INKSTER PATRICK J (TR)	8068	\$0.00	2
26	093-184-004	MILLER WARREN BENTON II(TR)(WBM II	8712	\$392.04	2
27	093-184-007	TRALEIKA LLC	7060	\$317.70	2
28	093-184-008	TMSTERS CRMRY EMPS & DRVRS UN #517	5990	\$269.55	2
29	093-184-009	BROADMAN HOWARD R(TR)(LIV TR)	5034	\$226.53	2
30	093-184-010	MILLER DAVID & BEVERLY (CO-TRS)(REV	2394	\$107.73	2
31	093-184-011	EVANS EDWARD D & BRENDA K(TRS)E&BE	12273	\$552.29	2
32	093-184-012	MENDOZA MARIO & MANDI L	8500	\$0.00	2
33	093-184-013	ELITE LIMOUSINE CA GP	7634	\$343.53	2
34	093-185-003	TSCHANNEN BRUCE	8712	\$392.04	2
35	093-185-004	CHAN JASON	8118	\$365.31	2

36	093-185-005	VISALIA CITY OF	8118	\$1,136.52	1
37	093-185-006	VISALIA CITY OF	8118	\$1,136.52	1
38	093-185-016	VINTAGE PRESS INC THE	15870	\$2,221.80	1
39	093-185-017	VINTAGE PRESS INC THE	17388	\$782.46	2
40	093-186-001	R H C ASSOCIATES	69791	\$3,140.60	2
41	093-187-001	JV-KC REAL ESTATE PROPERTIES	7924	\$0.00	2
42	093-187-002	HERFURTH JAMES R & SHIRLEY F (TRS)	9508	\$427.86	2
43	093-187-003	HERFURTH JAMES R & SHIRLEY F (TRS)	8714	\$392.13	2
44	093-187-004	JV-KC REAL ESTATE PROPERTIES	8717	\$0.00	2
45	093-187-011	JVKC REAL ESTATE PARTNERSHIP	11480	\$516.60	2
46	093-187-012	LEAL ROBERT & STACY	13782	\$620.19	2
47	093-187-013	JVKC REAL ESTATE PARTNERSHIP	9588	\$431.46	2
48	093-188-001	MC CULLOUGH WILLIAM A JR & ESPERANZ	6570	\$295.65	2
49	093-188-002	HILL CLARENCE H (TR) (REV TR)	6678	\$300.51	2
50	093-188-003	HILL CLARENCE H (TR) (REV TR)	6678	\$300.51	2
51	093-188-004	HILL CLARENCE (TR) (REV TR)	6678	\$300.51	2
52	093-188-005	LEDFORD DIANE F & MERL III(TRS FAM	6678	\$300.51	2
53	093-188-006	VOONG CALVON MD	6678	\$300.51	2
54	093-188-007	RAIBLEY JOHN C & BARBARA J(TRS)(REV	6678	\$300.51	2
55	093-188-010	SPRAGUE KEITH M & DARLENE M	6448	\$290.16	2
56	093-188-011	GROEN GREGORY D & MARJORIE JOANNE (13356	\$601.02	2
57	093-191-001	CELILLO DON G (TR)	6552	\$294.84	2
58	093-191-002	CELILLO DON G (TR)	6678	\$300.51	2
59	093-191-003	CELILLO DON G (TR)	6678	\$300.51	2
60	093-191-009	CELILLO DON G (TR)	6678	\$300.51	2
61	093-191-010	CELILLO DON G(TR)	6678	\$300.51	2
62	093-191-011	CELILLO DON G (TR)	6552	\$294.84	2
63	093-191-012	WEST AMERICA BANK	13356	\$601.02	2
64	093-191-013	MC INTOSH FAMILY LP	13356	\$601.02	2
65	093-192-001	SAMUEL MARGUERITE(TR)(M S LIV TR)	8712	\$392.04	2
66	093-192-002	LUISI STEVEN D & SHARON L (TRS)	8712	\$392.04	2
67	093-192-003	PRO DEVELOPMENT LLC	17424	\$784.08	2
68	093-192-004	NASH LIMITED PARTNERSHIP	8712	\$392.04	2
69	093-192-005	PETERSON PAUL STANLEY & MONICA	8712	\$392.04	2
70	093-192-006	LUISI STEVEN D & SHARON L (TRS)	8712	\$392.04	2
71	093-192-007	SCHNEIDER GERALD M & NANCY L(TRS)	8712	\$392.04	2
72	093-193-001	SA SUZANNE & LESLIE	8712	\$392.04	2
73	093-193-007	VISALIA MEMORIAL DISTRICT	26136	\$1,176.12	2

74	093-193-010	MILLER PRESTON	12936	\$582.12	2
75	093-193-014	GHS PROPERTIES	13200	\$594.00	2
76	093-193-015	VALLEY OAK CREDIT UNION	7260	\$326.70	2
77	093-194-002	WHITLATCH LYMAN W & CLARE (TRS)	5357	\$749.98	1
78	093-194-012	ARAGON LLC	11088	\$1,552.32	1
79	093-194-013	REGENCY INVESTMENTS GP	8220	\$1,150.80	1
80	093-194-014	REGENCY INVESTMENTS GP	2868	\$401.52	1
81	093-194-016	DOE RUSSELL M & TAMARA J (TRS)(CH R	15708	\$2,199.12	1
82	093-194-019	PERRY DANIEL M (TR)	5544	\$776.16	1
83	093-194-021	MARTIN & MARTIN PROPERTIES LLC	16016	\$2,242.24	1
84	093-195-001	OUZOUNIAN INVESTMENTS I	25700	\$3,598.00	1
85	093-195-005	SUNCREST BANK	17381	\$2,433.34	1
86	093-195-006	SUNCREST BANK	24400	\$3,416.00	1
87	093-196-001	ANUPA INC	17424	\$784.08	2
88	093-196-011	NASH PROPERTIES LLC	26136	\$1,176.12	2
89	093-196-015	MACKLIN KAREN L	4914	\$221.13	2
90	093-196-016	MACKLIN KEVIN A	3777	\$169.97	2
91	093-196-017	KENT STEPHEN F & MARCIA N (TRS)	8712	\$392.04	2
92	093-196-018	YEHYA NASSER AHMED	8712	\$392.04	2
93	093-197-003	VALLEY BUSINESS BANK	3300	\$148.50	2
94	093-197-005	BINESH BORNA	5742	\$258.39	2
95	093-197-006	SIMONIAN THOMAS & CYNTHIA (TRS S LI	2970	\$133.65	2
96	093-197-007	COPPOLA GARY A(SCSR TR)(VMC REV TR)	14111	\$635.00	2
97	093-197-008	VALLEY BUSINESS BANK	43560	\$1,960.20	2
98	093-198-001	VISALIA CITY OF	12600	\$567.00	2
99	093-198-002	DOUGHERTY LISA M	6360	\$286.20	2
100	093-198-003	ALLEN DAVID E & JAMIE E	6360	\$286.20	2
101	093-198-004	EVANS BRUCE L & CYNTHIA R(TRS)(B&CE	6360	\$286.20	2
102	093-198-007	MANGINI PROPERTIES FAMILY LP	6784	\$305.28	2
103	093-198-008	COHN DAVID & CARYL (TR)	6430	\$289.35	2
104	093-198-009	WAGNER SUSAN ALDRICH	6990	\$0.00	2
105	093-198-010	SETTIMI JANINE(TR FAM TR)	13516	\$608.22	2
106	093-201-003	VISALIA CITY OF	8190	\$0.00	2
107	093-201-007	VISALIA CITY OF	7788	\$350.46	2
108	093-201-008	VISALIA CITY OF	5691	\$256.10	2
109	093-201-009	VISALIA CITY OF	5624	\$0.00	2
110	093-201-010	VISALIA CITY OF	5919	\$0.00	2
111	093-201-011	VISALIA CITY OF	7146	\$0.00	2

112	093-201-012	KAWEAH DELTA HEALTH CARE DISTRICT	18649	\$839.21	2
113	093-201-013	KAWEAH DELTA HEALTH CARE DISTRICT	5800	\$261.00	2
114	093-201-014	KAWEAH DELTA HEALTH CARE DISTRICT	7424	\$334.08	2
115	093-201-015	KAWEAH DELTA HEALTH CARE DISTRICT	5800	\$261.00	2
116	093-201-016	KAWEAH DELTA HEALTH CARE DISTRICT	5275	\$237.38	2
117	093-201-018	VISALIA CITY OF	23489	\$1,057.01	2
118	093-201-019	KAWEAH DELTA HEALTH CARE DISTRICT	1618	\$72.81	2
119	093-201-020	KAWEAH DELTA HEALTH CARE DISTRICT	13854	\$623.43	2
120	093-201-022	VISALIA CITY OF	14900	\$670.50	2
121	093-201-023	POSTON JEFFERY L & MARLENE A(TRS)(R	17925	\$806.63	2
122	093-202-002	VISALIA CITY OF	160556	\$7,225.02	2
123	093-203-001	TSK LLC	8714	\$392.13	2
124	093-203-004	KAWEAH DELTA HEALTH CARE DIST	8707	\$391.82	2
125	093-203-008	KAWEAH DELTA HEALTH CARE DISTRICT	2904	\$130.68	2
126	093-203-009	KAWEAH DELTA HEALTH CARE DISTRICT	3036	\$136.62	2
127	093-203-010	CHERNEY PHILLIP H & LORI A	2805	\$126.23	2
128	093-203-013	KAWEAH DELTA HEALTH CARE DISTRICT	13935	\$627.08	2
129	093-203-014	KAWEAH DELTA HEALTH CARE DISTRICT	12486	\$561.87	2
130	093-203-015	HILL CLARENCE H (TR) (REV TR)	17418	\$783.81	2
131	093-204-001	RUSSELL T MITTS INC	8612	\$1,205.68	1
132	093-204-002	RUSSELL T MITTS INC	8873	\$1,242.22	1
133	093-204-009	MITTS THOMAS F(TR)(TR A UWO LINDA K	16928	\$2,369.92	1
134	093-204-018	KAWEAH DELTA HEALTH CARE DISTRICT	18820	\$846.90	2
135	093-204-019	VISALIA CITY OF	16416	\$0.00	2
136	093-204-020	KAWEAH DELTA HEALTH CARE DISTRICT	91911	\$4,136.00	2
137	093-206-002	SORENSEN BRANDON N & CALI CARLIN	10824	\$487.08	2
138	093-206-009	CRISTALLO LUIGI	10738	\$483.21	2
139	093-206-012	KAWEAH DELTA HEALTH CARE DISTRICT	30793	\$1,385.69	2
140	093-206-013	KAWEAH DELTA HEALTH CARE DISTRICT	1742	\$78.39	2
141	093-206-014	KAWEAH DELTA HEALTH CARE DISTRICT	4859	\$0.00	2
142	093-206-015	JOHNSON ROGER A & LYDIA A (TRS)	8250	\$371.25	2
143	093-206-016	JOHNSON ROGER A & LYDIA A (TRS)	7237	\$325.67	2
144	093-224-006	PATINO ALEXANDER N & MARIE L (TRS)	6678	\$0.00	2
145	093-225-005	ADENIJI ADEGOKE	6572	\$0.00	2
146	093-225-006	JACKSON JOHN K	6572	\$295.74	2
147	093-231-009	CH-VISALIA COMMUNITY COVENANT	30165	\$1,357.43	2
148	093-232-002	KISER JACOB & JAE	13386	\$0.00	2
149	094-100-041	VISALIA CITRUS PACKING GROUP LP	22214	\$999.63	2
150	094-100-042	VISALIA CITRUS PACKING GROUP LP	32275	\$1,452.38	2

151	094-221-010	VISALIA CITY OF	24893	\$3,485.02	1
152	094-221-015	MISSION LINEN SUPPLY	9331	\$1,306.34	1
153	094-221-016	4 CREEKS INVESTMENTS LLC	35719	\$5,000.66	1
154	094-231-001	WILLIAM & DORIS LAND & ENERGY CO LL	1184	\$165.76	1
155	094-231-014	WILLIAM & DORIS LAND & ENERGY CO LL	16334	\$2,286.76	1
156	094-231-021	EZELL HUGH L (610)	1686	\$236.04	1
157	094-231-023	WILLIAM & DORIS LAND & ENERGY CO LL	16847	\$2,358.58	1
158	094-235-019	SHARMA DINESH & DIANE L(TRS)(REV LI	30800	\$4,312.00	1
159	094-240-001	ELMA LAND	12141	\$546.35	2
160	094-240-002	VISALIA CITY OF	21780	\$980.10	2
161	094-240-013	AEQUUS HOLDINGS LLC	19496	\$2,729.44	1
162	094-240-040	VISALIA CITY OF	23986	\$1,079.37	2
163	094-240-041	VISALIA CITY OF	12842	\$577.89	2
164	094-240-044	AMIDI PARTNERS LLC	43149	\$1,941.71	2
165	094-250-038	CUSENZA FAMILY LIMITED PARTNERSHIP	65340	\$2,940.30	2
166	094-250-039	CUSENZA FAMILY LIMITED PARTNERSHIP	6144	\$276.48	2
167	094-250-045	VISALIA CITRUS PACKING GROUP LP	33687	\$1,515.92	2
168	094-250-046	VISALIA LAND & INVESTMENT CO LLC	47916	\$2,156.22	2
169	094-271-004	KOOBATIAN STEVEN D & KARIN BETH (CO	19428	\$874.26	2
170	094-271-005	TWINPALMSDINUBA LLC	9174	\$412.83	2
171	094-272-007	PEREZ EDDIE R & SUSIE S	8194	\$0.00	2
172	094-272-008	H2KW	8250	\$371.25	2
173	094-273-004	FISHER INVESTMENT GROUP LLC	8133	\$365.99	2
174	094-273-005	FISHER INVESTMENT GROUP	8130	\$0.00	2
175	094-273-006	AGUIAR MANUEL TOSTE (TR)	16255	\$731.48	2
176	094-274-006	FAMILY HEALTHCARE NETWORK	32670	\$1,470.15	2
177	094-281-001	BIANCO PHILIP S & MAUREEN A	5197	\$233.87	2
178	094-281-002	CH-CHRISTIAN FAITH FELLOWSHIP-VIS	5197	\$233.87	2
179	094-281-003	CH-CHRISTIAN FAITH FELLOWSHIP-VIS	5952	\$267.84	2
180	094-281-004	LOCAL 1109 UNITED BROTHERHOOD OF	16275	\$732.38	2
181	094-281-005	BIANCO PHILIP S & MAUREEN A	8167	\$367.52	2
182	094-281-006	BIANCO PHILIP S & MAUREEN A	4083	\$183.74	2
183	094-281-007	TULARE COUNTY OF	16335	\$735.08	2
184	094-281-009	BIANCO PHILIP S & MAUREEN A	4083	\$183.74	2
185	094-282-001	KOOBATIAN STEVEN D & KARIN (TRS)	8184	\$368.28	2

186	094-282-002	MADRIGAL RITA IRENE	16335	\$735.08	2
187	094-282-003	DOWNS ELIZABETH A	3575	\$160.88	2
188	094-282-004	DOWNS ELIZABETH A	6580	\$296.10	2
189	094-282-005	ARTS VISALIA	6188	\$278.46	2
190	094-282-006	SAFCO OF AMERICA LLC	8184	\$368.28	2
191	094-282-007	VARTANIAN JOHN G JR (TR BYPASS TR)	18480	\$831.60	2
192	094-283-001	VISALIA CITY OF	66957	\$3,013.07	2
193	094-284-006	VISALIA CITY OF	9822	\$441.99	2
194	094-284-008	FAMILY HEALTHCARE NETWORK	54885	\$2,469.83	2
195	094-285-001	SUMIDA ROY Y & LINDA H (TRS)	8118	\$1,136.52	1
196	094-285-008	VISALIA CITY OF	32670	\$4,573.80	1
197	094-285-009	SUMIDA KAMIO J & TAKAKO J (TRS)	15963	\$2,234.82	1
198	094-285-010	SUMIDA ROY Y & LINDA H (TRS)	8550	\$1,197.00	1
199	094-285-014	PILE PARTNERS #1 LLC	14698	\$661.41	2
200	094-285-015	VISALIA CITY OF	17294	\$778.23	2
201	094-285-017	VISALIA CITY OF	32536	\$1,464.12	2
202	094-286-002	GREGORY CYNTHIA C (TR)	32670	\$4,573.80	1
203	094-286-003	ON TRACK VENTURES LLC	32670	\$1,470.15	2
204	094-287-001	TULARE COUNTY OF	69696	\$9,757.44	1
205	094-291-001	VISALIA CITY OF	18315	\$2,564.10	1
206	094-291-005	BFD INVESTMENT CO LLC	10148	\$1,420.72	1
207	094-291-006	FREITAS DANIEL S & JEANETTE A	6290	\$880.60	1
208	094-291-007	SCIACCA SAM A & MARLENE (TR)	3185	\$445.90	1
209	094-291-008	KNOWLES KENNETH K (SURV TR)	2226	\$311.64	1
210	094-291-009	FREITAS DANNY & JEANETTE	10482	\$1,467.48	1
211	094-291-011	VISALIA CITY OF	14355	\$2,009.70	1
212	094-292-012	BK OF AMER NATL TR & SAV ASSN	67518	\$9,452.52	1
213	094-293-002	ESTES DONALD R & LYDIA B(TRS FAM RE	10339	\$1,447.46	1
214	094-293-003	ESTES DONALD R & LYDIA B(TRS FAM RE	10306	\$1,442.84	1
215	094-293-004	VISALIA CITY OF	10642	\$1,489.88	1
216	094-293-006	THREE TEN CENTER STREET LLC	27123	\$3,797.22	1
217	094-293-007	THREE TEN CENTER STREET LLC	5547	\$776.58	1
218	094-294-013	LUM CHRISTOPHER M (TR)	12733	\$1,782.62	1
219	094-294-014	SCHAEFER KIMBERLY LUM(TR)(LIV TR)	19823	\$2,775.22	1
220	094-294-015	CURTI KENNETH J(TR)(K J CURTI TR)	19746	\$2,764.44	1
221	094-294-016	CURTI KENNETH J (TR) (KJC 1999 TR)	10952	\$1,533.28	1
222	094-295-008	LEE CHE PING & CHUI PING	33901	\$4,746.14	1
223	094-295-010	WHITTLESEY MARK (TR)	33898	\$4,745.72	1
224	094-296-001	VISALIA CITY OF	7722	\$1,081.08	1
225	094-296-002	CORTES GILBERTO & ALICIA (TRS)	3960	\$554.40	1

226	094-296-005	YOUNG ALBERT(CO TR)(YKY LIV TR)	4974	\$696.36	1
227	094-296-006	KORSGADEN TROY LEE(TR)(TLK SEP PROP	4530	\$634.20	1
228	094-296-009	EQUITABLE HOTELS	16335	\$2,286.90	1
229	094-296-010	CALTERRAS	4083	\$571.62	1
230	094-296-011	LESLIE A MOSLEY LLC	3844	\$538.16	1
231	094-296-012	BEVERLY FABRICS INC	5761	\$806.54	1
232	094-296-013	BREWBAKERS INC	2400	\$336.00	1
233	094-296-014	LESLIE A MOSLEY LLC	3713	\$519.82	1
234	094-296-015	LESLIE A MOSLEY LLC	4368	\$611.52	1
235	094-296-016	LESLIE A MOSLEY LLC	7440	\$1,041.60	1
236	094-296-017	ADCC VISALIA OFFICE PARTNERS LLC	7870	\$1,101.80	1
237	094-296-018	VISALIA CITY OF	48473	\$6,786.22	1
238	094-296-019	315 E MAIN STREET LLC	10890	\$1,524.60	1
239	094-298-001	GARCIA CAROL J (SCSR TR)	5816	\$814.24	1
240	094-298-002	THOMPSON CYRIL ROBERT & ELIZABETH J	3921	\$548.94	1
241	094-298-003	VALENCIA REVOC FAMILY TR DATED 2/11	2496	\$349.44	1
242	094-298-004	SCIACCA SAM A & MARLENE E(TRS)(FAM	3659	\$512.26	1
243	094-298-005	BULLOCK-GOLDEN PARTNERSHIP	3489	\$488.46	1
244	094-298-006	NOBLE INVESTORS LLC	3805	\$532.70	1
245	094-298-007	1329 W RANCHO VISTA BLVD LLC	2336	\$327.04	1
246	094-298-008	1329 W RANCHO VISTA BLVD LLC	5606	\$784.84	1
247	094-298-011	VISALIA CITY OF	9012	\$1,261.68	1
248	094-298-012	FOUR CREEKS LODGE 94-IOOF	8032	\$1,124.48	1
249	094-298-013	VISALIA CITY OF	7447	\$1,042.58	1
250	094-298-015	LINDSEY CAROL (TR)(2016 CL SEP PROP	2310	\$323.40	1
251	094-298-016	SHIRK JENNIFER CONN	5857	\$819.98	1
252	094-301-009	CAL-WESTERN FARMING CO	32670	\$4,573.80	1
253	094-302-007	METZGER PERRY LLOYD	16335	\$2,286.90	1
254	094-302-008	METZGER PERRY LLOYD	16335	\$2,286.90	1
255	094-302-013	VISALIA CITY OF	26070	\$3,649.80	1
256	094-302-016	VISALIA CITY OF	204732	\$28,662.48	1
257	094-302-018	HOTEL CIRCLE GL HOLDING LLC	149284	\$20,899.76	1
258	094-302-019	VISALIA CITY OF	60548	\$8,476.72	1
259	094-302-020	VISALIA CITY OF	35550	\$4,977.00	1
260	094-304-005	SMITH AUTO PARTS	8692	\$1,216.88	1
261	094-304-006	216 SOUTH BRIDGE ST LP	60984	\$8,537.76	1
262	094-305-002	KMK ENTERPRISES	17424	\$2,439.36	1

263	094-305-003	K M K ENTERPRISES	17424	\$2,439.36	1
264	094-305-008	SPS 410 INVESTMENTS LLC	23743	\$3,324.02	1
265	094-305-009	SPS 410 INVESTMENTS LLC	9782	\$1,369.48	1
266	094-311-011	KAWEAH DELTA HEALTH CARE DISTRICT	5170	\$232.65	2
267	094-311-012	KAWEAH DELTA HEALTH CARE DISTRICT	9405	\$423.23	2
268	094-311-014	KAWEAH DELTA HEALTH CARE DISTRICT	12524	\$563.58	2
269	094-311-019	KAWEAH DELTA HEALTH CARE DISTRICT	8464	\$1,184.96	1
270	094-311-020	KAWEAH DELTA HEALTH CARE DISTRICT	420789	\$18,935.51	2
271	094-311-021	ELLISON BETTY TAYLOR (TR BYPASS TR	8184	\$1,145.76	1
272	094-311-022	KELLER DENNIS R & CATHLYN A(TRS)	8150	\$1,141.00	1
273	094-311-023	202 W WILLOW LLC	12540	\$1,755.60	1
274	094-311-024	202 W WILLOW LLC	10329	\$1,446.06	1
275	094-311-025	PACIFIC BELL	22568	\$3,159.52	1
276	094-313-005	U S A USPS	32736	\$4,583.04	1
277	094-313-009	VISALIA MASONIC BUILDING ASSN	17424	\$784.08	2
278	094-313-010	J S T LLC	17424	\$784.08	2
279	094-313-013	VISALIA CITY OF	34141	\$1,536.35	2
280	094-313-014	WILLOW STREET DEVELOPMENT CO LLC	46609	\$6,525.26	1
281	094-321-003	MARTIN MICHAEL A & DARLENE M (CO-TR	12750	\$1,785.00	1
282	094-321-004	MARTIN MICHAEL A & DARLENE M(TRS FA	12750	\$1,785.00	1
283	094-321-007	VISALIA CITY OF	26928	\$3,769.92	1
284	094-322-001	CENTRAL VALLEY COMMUNITY BANK	16335	\$2,286.90	1
285	094-322-002	FRANEY ROGER G (CO-TR)(EMF BYPASS T	16335	\$2,286.90	1
286	094-322-003	VISALIAN FRIENDS OF THE FOX THEATRE	15411	\$2,157.54	1
287	094-322-004	FRANEY FAMILY LIMITED PARTNERSHIP	8406	\$1,176.84	1
288	094-322-005	320 W MAIN LLC	7005	\$980.70	1
289	094-323-003	MARTIN & MARTIN PROPERTIES LLC	28538	\$3,995.32	1
290	094-323-004	LUCIO MARK A & LEE ANN E	3960	\$554.40	1
291	094-323-005	KENT MARCIA & STEPHEN F (TRS)	2838	\$397.32	1
292	094-323-006	MITCHELL WILLIAM N (TR LIV TR)	2838	\$397.32	1
293	094-323-007	SIMONS JAMES F	3990	\$558.60	1
294	094-323-008	BIANCO JOHN P & SUZANNE M	3713	\$519.82	1
295	094-323-009	GARCIA INVESTMENTS	6421	\$898.94	1
296	094-323-011	BRITTBRANDT PROPERTIES LLC	5280	\$739.20	1
297	094-323-012	VISALIA CITY OF	9396	\$1,315.44	1
298	094-324-001	120 W MAIN ST LLC	7706	\$1,078.84	1
299	094-324-002	RANSBERGER WILLIAM RAY & JUDITH LEE	7705	\$1,078.70	1

300	094-324-003	CUSENZA FAMILY LIMITED PARTNERSHIP	15645	\$2,190.30	1
301	094-324-007	SHAHAN ROBERT & SABRINA(TRS LIV TR)	8999	\$1,259.86	1
302	094-324-009	VISALIA CITY OF	23667	\$3,313.38	1
303	094-325-002	MC ALPINE BETTY SUE (TR)	5018	\$702.52	1
304	094-325-003	BOOKOUT RALPH & BETTY (TRS)	15411	\$2,157.54	1
305	094-325-012	JILANI SHAIQUEL	10519	\$1,472.66	1
306	094-325-015	LOURENCO CARLOS	5650	\$791.00	1
307	094-325-016	VISALIA CITY OF	15842	\$2,217.88	1
308	094-325-017	CUSENZA FAMILY LIMITED PARTNERSHIP	10388	\$1,454.32	1
309	094-326-001	HI JACK AND BUSY BEA LLC	7706	\$1,078.84	1
310	094-326-002	HI JACK AND BUSY BEA LLC	16462	\$2,304.68	1
311	094-326-003	VACARRO JOE & MARIA G	2919	\$408.66	1
312	094-326-004	PETERSEN MARGARET E(TR)(BYPASS TR)	2918	\$408.52	1
313	094-326-005	BOOKOUT RALPH & BETTY (TRS)	9387	\$1,314.18	1
314	094-326-006	WIEBE MICHELLE R (TR) (REV LIV TR)	2919	\$408.66	1
315	094-326-007	VAN RYN JONATHAN A	5838	\$817.32	1
316	094-326-010	COREVAL LLC	3484	\$487.76	1
317	094-326-017	VACARRO JOE & MARIA G	13625	\$1,907.50	1
318	094-326-018	BIANCO PHILLIP S & MAUREEN A	7624	\$1,067.36	1
319	094-326-023	FAMILIA FLORES INC	7220	\$1,010.80	1
320	094-326-024	CENTER FOR SPIRITUAL LIVING VISALIA	4146	\$580.44	1
321	094-326-025	CHOICE PROPERTIES GP	9934	\$1,390.76	1
322	094-326-026	VISALIA CITY OF	48351	\$6,769.14	1
323	094-327-001	TDS INVESTMENTS LLC	16962	\$2,374.68	1
324	094-327-003	KENT MARCIA & STEPHEN F (CO-TRS)	4097	\$573.58	1
325	094-327-004	KAWEAH DELTA HEALTH CARE DISTRICT	31618	\$4,426.52	1
326	094-331-007	VISALIA NEWSPAPERS INC	53267	\$2,397.02	2
327	094-332-002	COUNTRYMAN L KENNETH (TR)	8167	\$367.52	2
328	094-332-003	PARRY SUSAN	8032	\$361.44	2
329	094-332-004	HILL CLARENCE H (TR) (REV TR)	7375	\$331.88	2
330	094-332-006	SIERRA ELK LLC	6744	\$303.48	2
331	094-332-007	SEYMOUR JEAN (TR)(EST OF)	9585	\$0.00	2
332	094-332-008	HILL CLARENCE H (TR) (MARITAL DED T	8187	\$368.42	2
333	094-332-009	NEPINSKY BRIAN C & VALERIE	7986	\$359.37	2
334	094-332-010	KAWEAH MANAGEMENT COMPANY	6652	\$0.00	2
335	094-333-005	TULARE COUNTY OF	71874	\$3,234.33	2
336	094-333-006	VISALIA CITY OF	47916	\$2,156.22	2
337	094-334-010	VISALIA CITY OF	43560	\$1,960.20	2

338	094-334-011	VISALIA SENIOR HOUSING II INC	25525	\$1,148.63	2
339	094-335-001	GAMEZ JO ANN(SCSR)(TR KCH)	12251	\$551.30	2
340	094-335-004	SHEKLIAN MYRON EDWARD(SCSR TR)	8167	\$1,143.38	1
341	094-335-008	DUCOR COLD STORAGE LLC	9900	\$1,386.00	1
342	094-335-009	VISALIA CITY OF	9900	\$1,386.00	1
343	094-335-010	FARLEY MICHAEL L & DIANE C	4703	\$658.42	1
344	094-335-011	VANDERHAM ROBERT W & LENA	20139	\$906.26	2
345	094-336-001	KAESTNER PHILLIP	2508	\$0.00	2
346	094-336-002	SULLIVAN J PATRICK & CHRISTINE	1452	\$65.34	2
347	094-336-003	225 OAK AVE LLC	4092	\$184.14	2
348	094-336-004	CH-FIRST PRESBYTERIAN OF VISALIA	24354	\$1,095.93	2
349	094-336-005	CH-FIRST PRESBYTERIAN OF VISALIA	7920	\$1,108.80	1
350	094-336-006	CH-FIRST PRESBYTN OF VIS (TR PRES O	8180	\$1,145.20	1
351	094-336-007	JKP LAND LLC	8167	\$1,143.38	1
352	094-336-010	VISALIA CITY OF	8167	\$1,143.38	1
353	094-337-001	STORY WALTER R & PEGGY SUE (TRS)(FA	8167	\$367.52	2
354	094-337-002	KRIKOIRAN BETTY J (TR) (MAR TR B)	8167	\$367.52	2
355	094-337-003	OAK STREET STUDIOS	2158	\$97.11	2
356	094-337-004	METZGER KENNETH R (TR)	3635	\$163.58	2
357	094-337-005	SEBERT SHAWN & DOROTHY	1872	\$84.24	2
358	094-337-006	CITRUS RESEARCH BOARD	8871	\$399.20	2
359	094-337-007	LEGACY INVESTMENTS LLC	7654	\$1,071.56	1
360	094-337-008	LEGACY INVESTMENTS LLC	3969	\$555.66	1
361	094-337-009	VALHALLA FAMILY INVESTMENTS LLC	5454	\$763.56	1
362	094-337-010	VALHALLA FAMILY INVESTMENTS LLC	3969	\$555.66	1
363	094-337-011	MC ALPINE BETTY SUE (TR)	7654	\$1,071.56	1
364	094-337-012	VALHALLA FAMILY INVESTMENTS LLC	3969	\$555.66	1
365	094-338-012	BILL & TANYA MILLER FAMILY LTD PTNS	52272	\$7,318.08	1
366	094-341-005	LAIRD PHILIP B & CAROL L(TRS)LAIRD	8167	\$0.00	2
367	094-341-006	LAIRD PHILIP B & CAROL L(TRS)LAIRD	8168	\$367.56	2
368	094-341-007	GILBERT AVIATION INDUSTRIES INC	8167	\$367.52	2
369	094-342-005	HUTTON DONALD L & CATHY A(TRS)	5331	\$239.90	2
370	094-342-006	GUTIERREZ JESUS R (TR)	5445	\$0.00	2
371	094-342-007	GRANGER STEPHEN	9157	\$0.00	2
372	094-342-008	FORD HENRY H & SHIRLEY D(TRS)(2014	12622	\$0.00	2
373	094-344-005	CH-APOSTOLIC ASMBY FAITH IN CHRIST	16335	\$735.08	2
374	094-344-006	PINE MANOR RECOVERY HOME GUILD INC	16335	\$735.08	2
Total				\$500,291.13	

APPENDIX 4 – TOTAL ESTIMATED MAXIMUM COST OF IMPROVEMENTS, MAINTENANCE, AND ACTIVITIES

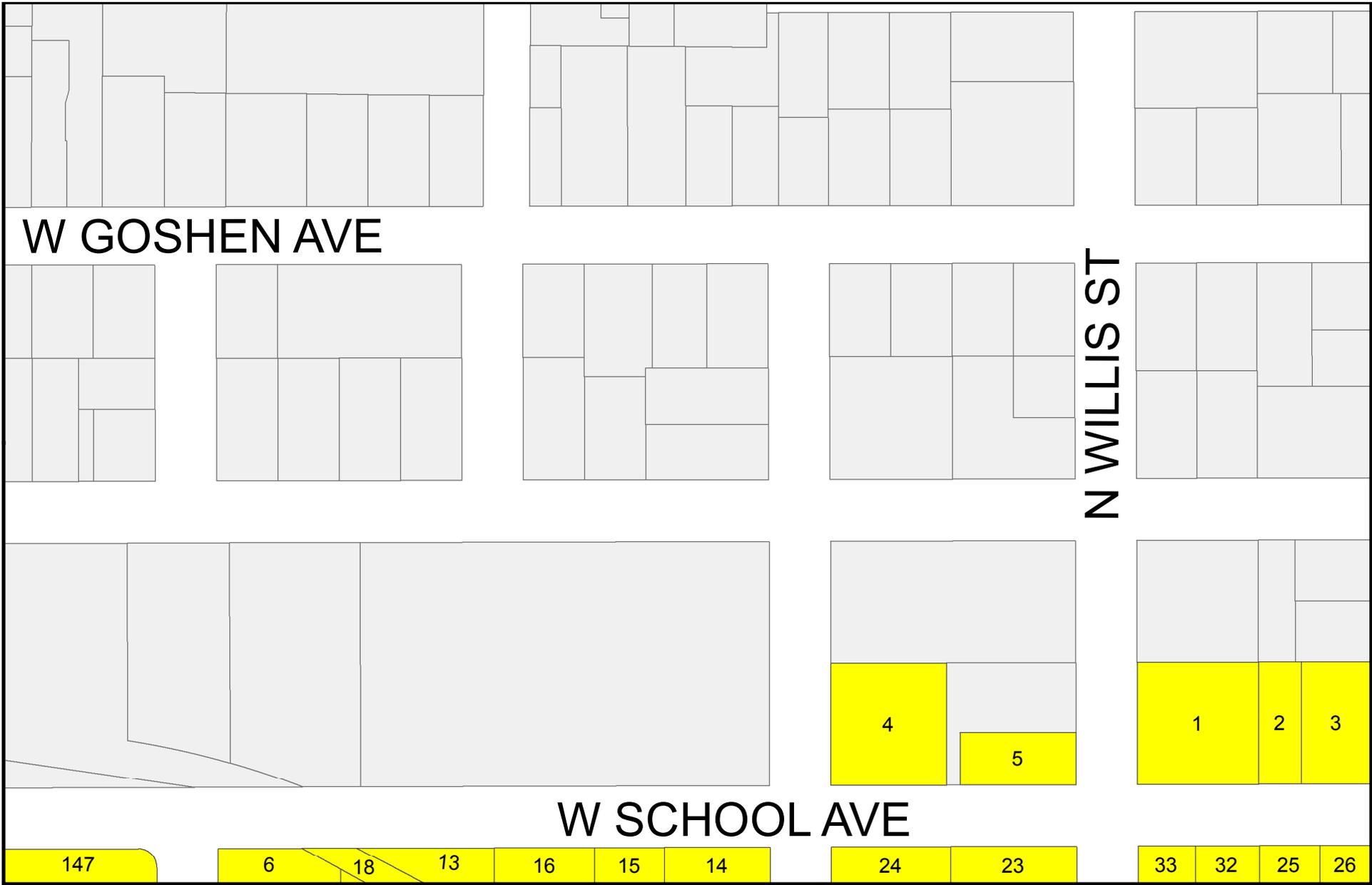
The estimated maximum cost of the line items below was developed based on the estimated costs of providing services in the proposed DTVPBID. The costs below are estimated, the actual line item costs will fluctuate. The table below shows expenditures from assessment and non-assessed funds. Assessment funds are governed by Section VI. There is not limit on reallocation of non-assessment funds by the Association. The total maximum budget may exceed the maximum listed in this table if parcel ownership changes results in parcels being assessed at a higher rate due to a higher estimated benefit.

Year	Environmental Enhancements	Economic Enhancements	Administration	Contingency / Reserve	Total
2020	\$394,343.13	\$73,067.05	\$42,014.40	\$15,755.39	\$525,179.97
2021	\$433,777.44	\$80,373.76	\$46,215.84	\$17,330.93	\$577,697.97
2022	\$477,155.19	\$88,411.13	\$50,837.42	\$19,064.02	\$635,467.76
2023	\$501,012.95	\$92,831.69	\$53,379.30	\$20,017.22	\$667,241.16
2024	\$526,063.59	\$97,473.27	\$56,048.26	\$21,018.08	\$700,603.20
2025	\$552,366.77	\$102,346.94	\$58,850.67	\$22,068.99	\$735,633.37
2026	\$579,985.11	\$107,464.28	\$61,793.20	\$23,172.44	\$772,415.03
2027	\$608,984.37	\$112,837.50	\$64,882.86	\$24,331.06	\$811,035.79
2028	\$639,433.59	\$118,479.37	\$68,127.01	\$25,547.6	\$851,587.58
2029	\$671,405.27	\$124,403.34	\$71,533.36	\$26,824.99	\$894,166.96
Total	\$5,384,527.41	\$997,688.33	\$573,682.32	\$215,130.73	\$7,171,028.79

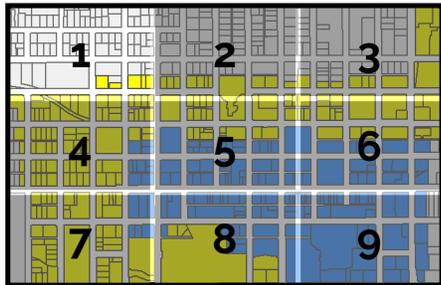
APPENDIX 5 – SERVICES BY ZONE

Zone	Environmental Enhancements	Economic Enhancements	Administration	Contingency / Reserve
1	<ul style="list-style-type: none"> • Pressure washing of sidewalks. • Tree lighting. • Dumpster enclosures clean and sanitized. • Christmas decorations. • Enhanced landscaping. • Capital improvement projects (new street light enhancements). • Graffiti removal. 	<ul style="list-style-type: none"> • Programs and incentives designed to attract, grow, and incubate new businesses. • In-lieu parking program to remove barriers to downtown development. • Promotions to improve the downtown image and invite customer to assessed parcels. 	Administrative costs related to providing activities, maintenance, and improvements.	Funds held in contingency / reserve to be used as determined by the Association.
2	<ul style="list-style-type: none"> • Pressure washing of sidewalks (as needed). • Dumpster enclosures clean and sanitized (as needed). • Graffiti removal. • Some capital improvement projects. 	<ul style="list-style-type: none"> • Programs and incentives designed to attract, grow, and incubate new businesses. 	Administrative costs related to providing activities, maintenance, and improvements	Funds held in contingency / reserve to be used as determined by the Association.

APPENDIX 6 – MAP



**Downtown
Visalia
PBID**

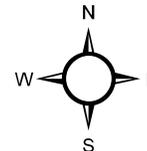


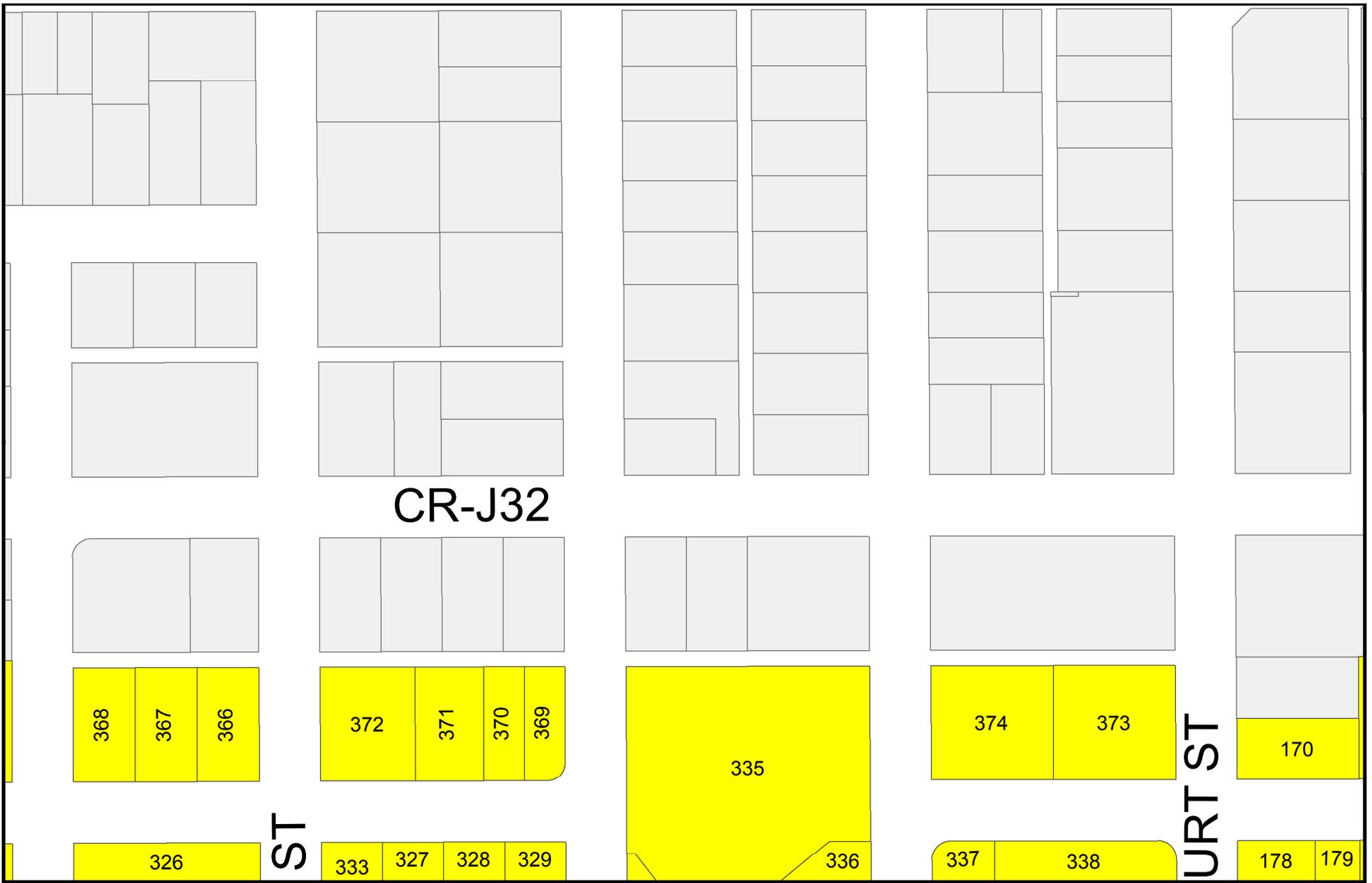
Page
1 of 9



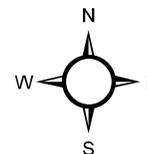
Zone 1

Zone 2



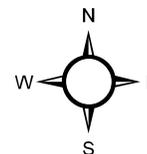


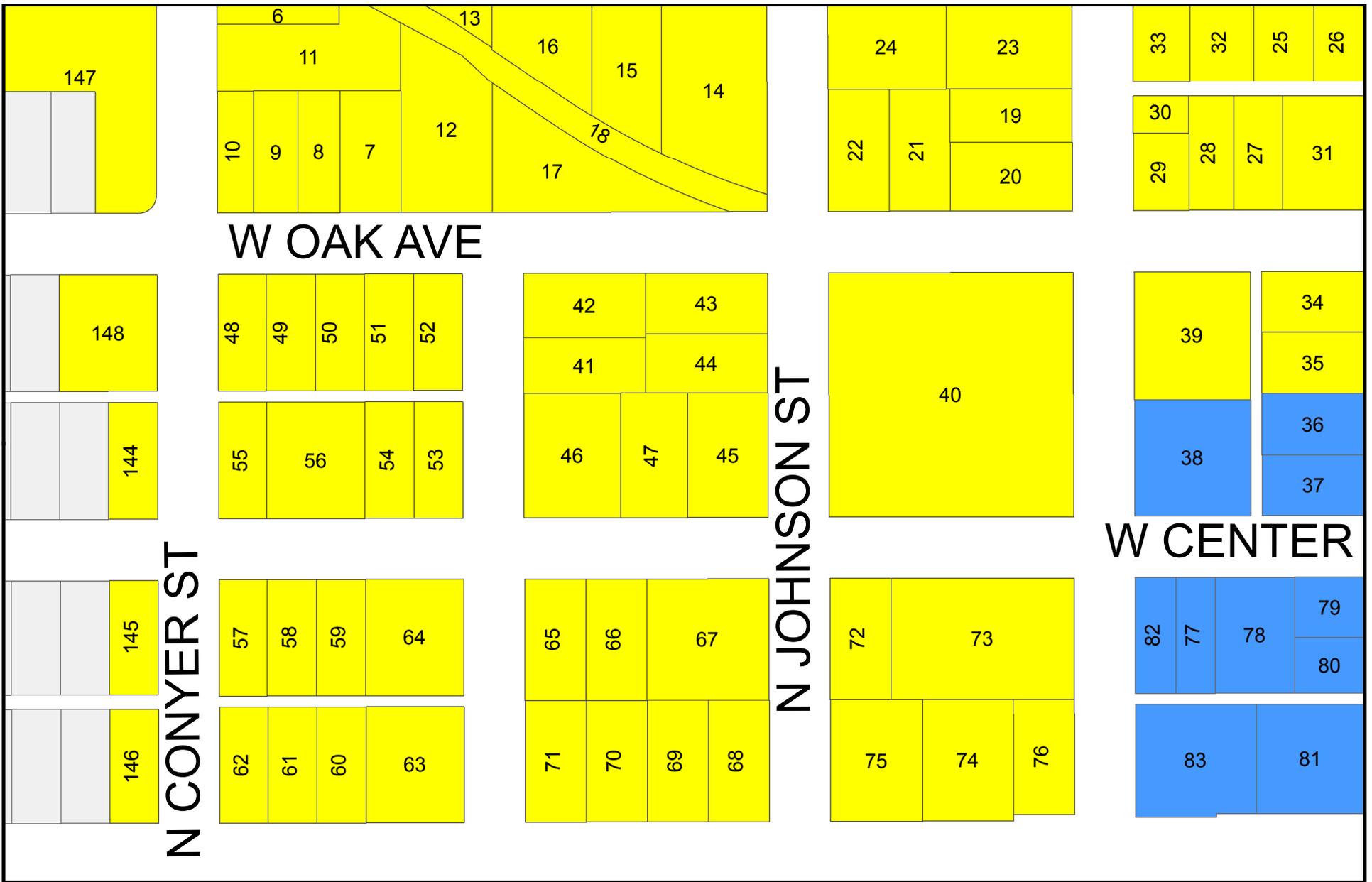
**Downtown
Visalia
PBID**



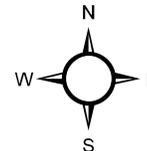
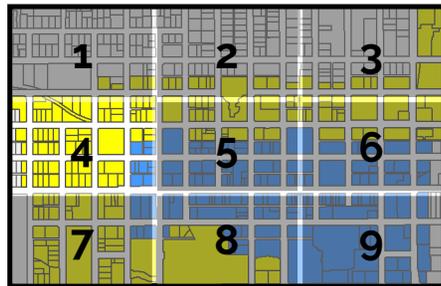


**Downtown
Visalia
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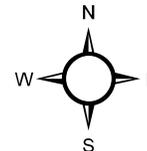
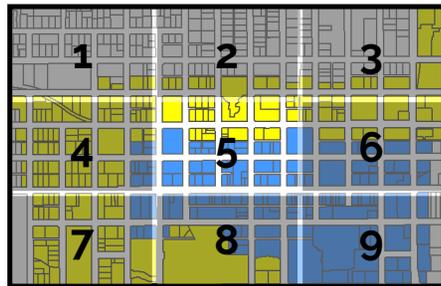


**Downtown
Visalia
PBID**



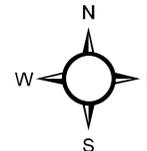
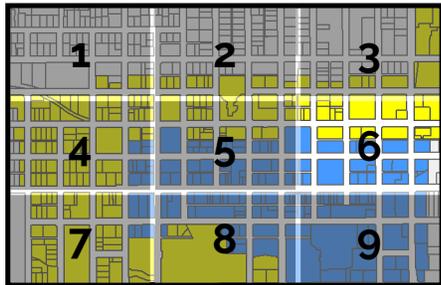


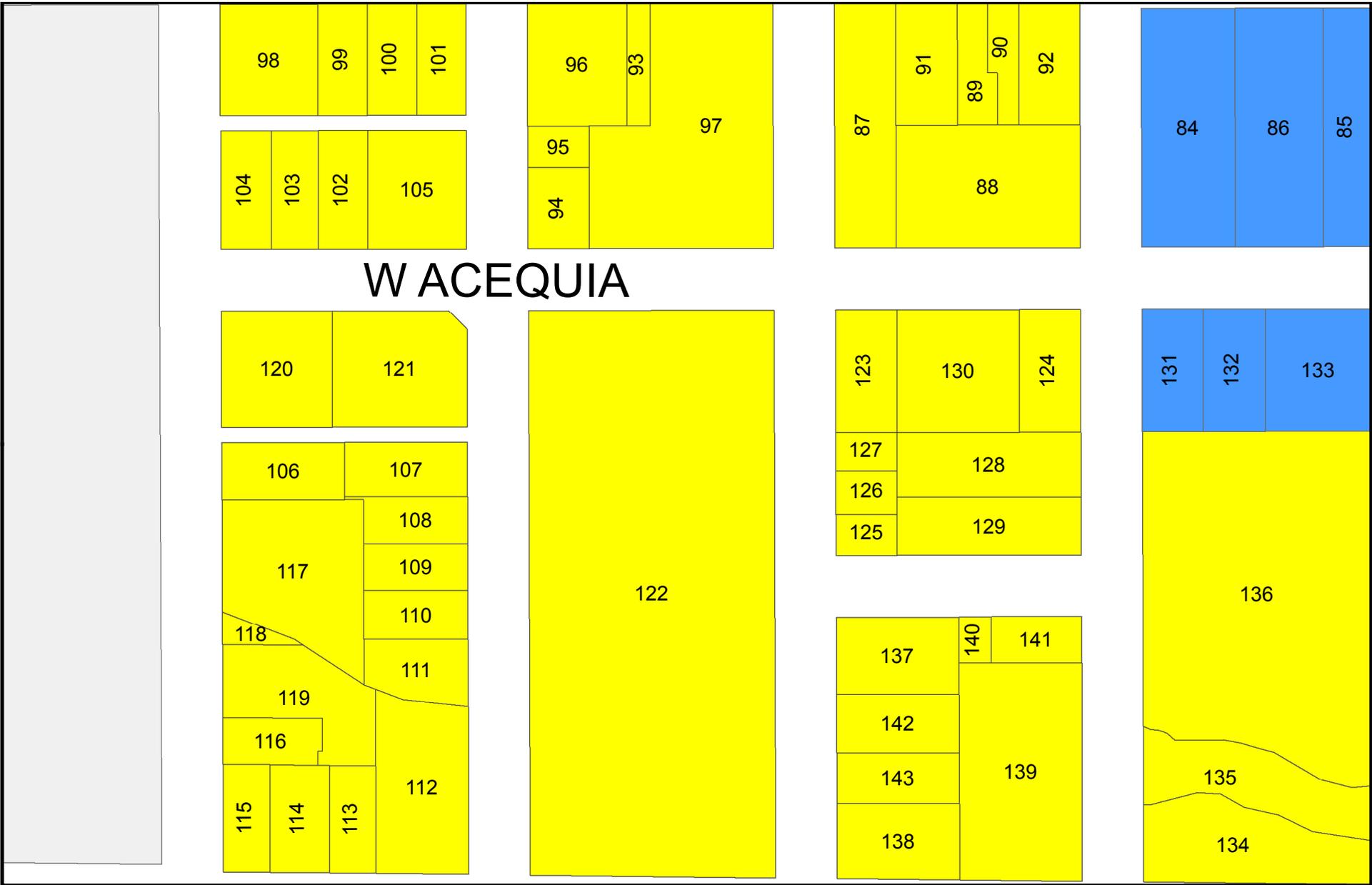
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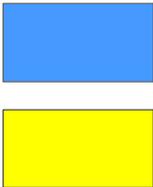
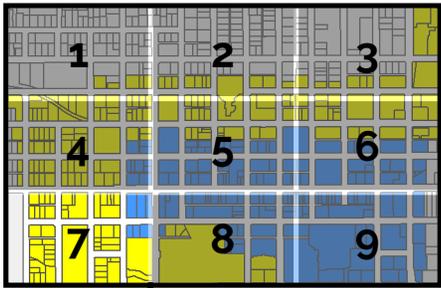
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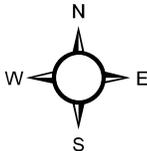


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**Downtown
Visalia
PBID**

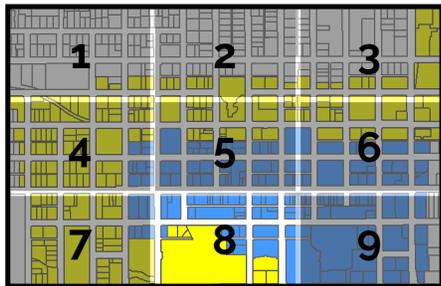


Zone 1
Zone 2

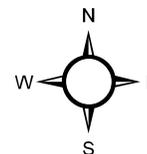


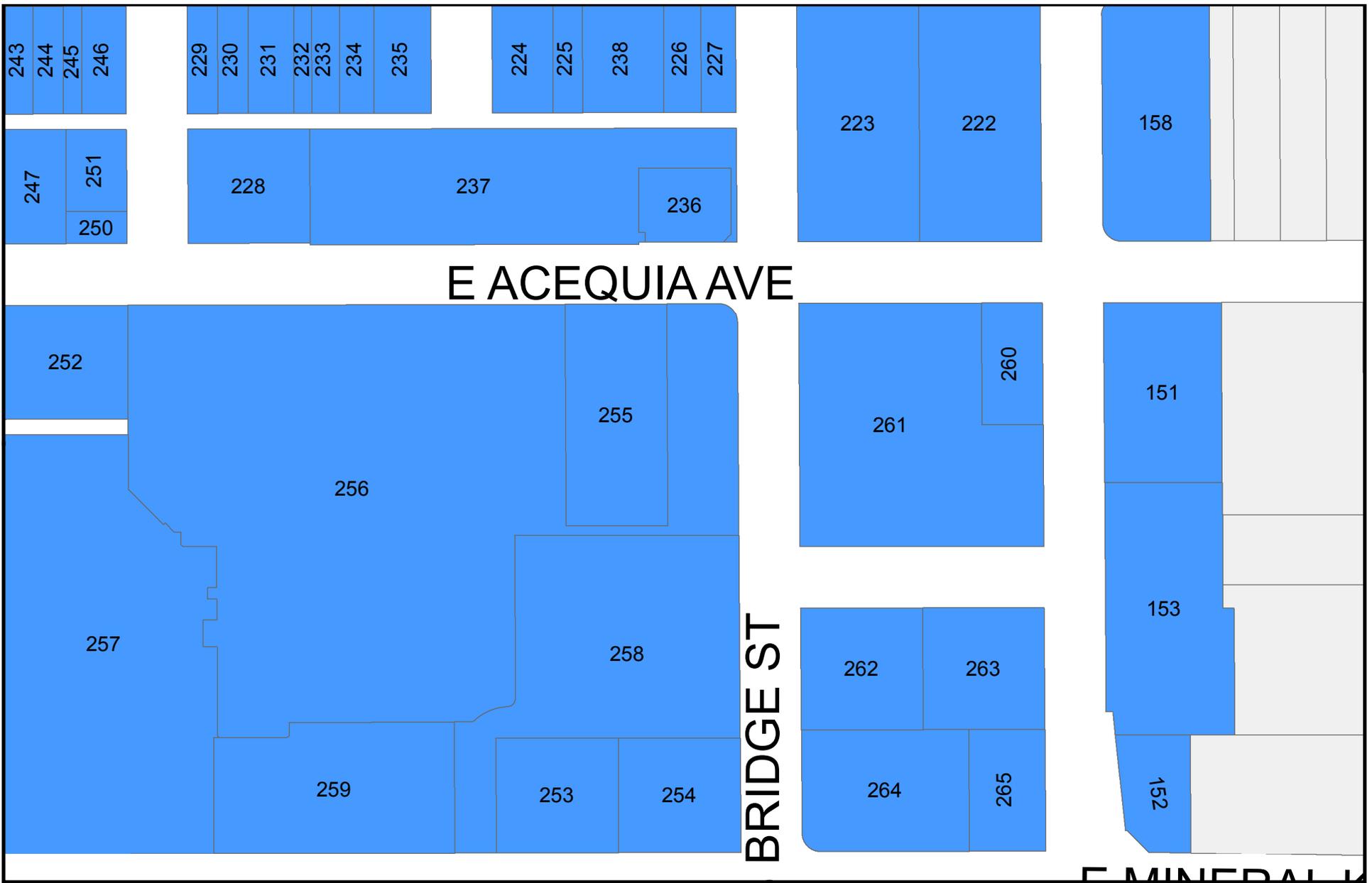


**Downtown
Visalia
PBID**

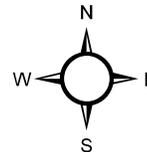
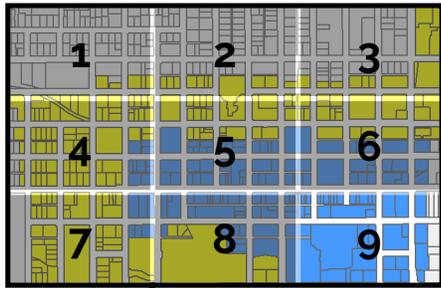


- Zone 1
- Zone 2





**Downtown
Visalia
PBID**





Downtown Visalians







Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0153

Agenda Date: 5/15/2023

Agenda #: 4.

Agenda Item Wording:

Receive the Annual Operation Report for the Town-Center Business Improvement Area and approve amended agreement with Downtown Visalians Inc. to administer the revenues generated from the business tax override to support Downtown Visalia.

Deadline for Action: 5/15/2023

Submitting Department: Finance and Technology Services

Contact Name and Phone Number:

Melody Murch, (559) 713-4379, melody.murch@visalia.city <<mailto:melody.murch@visalia.city>>

Department Recommendation:

It is recommended that the City Council receive the Annual Operations Report for the Town-Center Business Improvement Area (TCBIA) and approve the revised TCBIA agreement between City and Downtown Visalians Inc. to be effective July 1, 2023.

Background Discussion:

Summary:

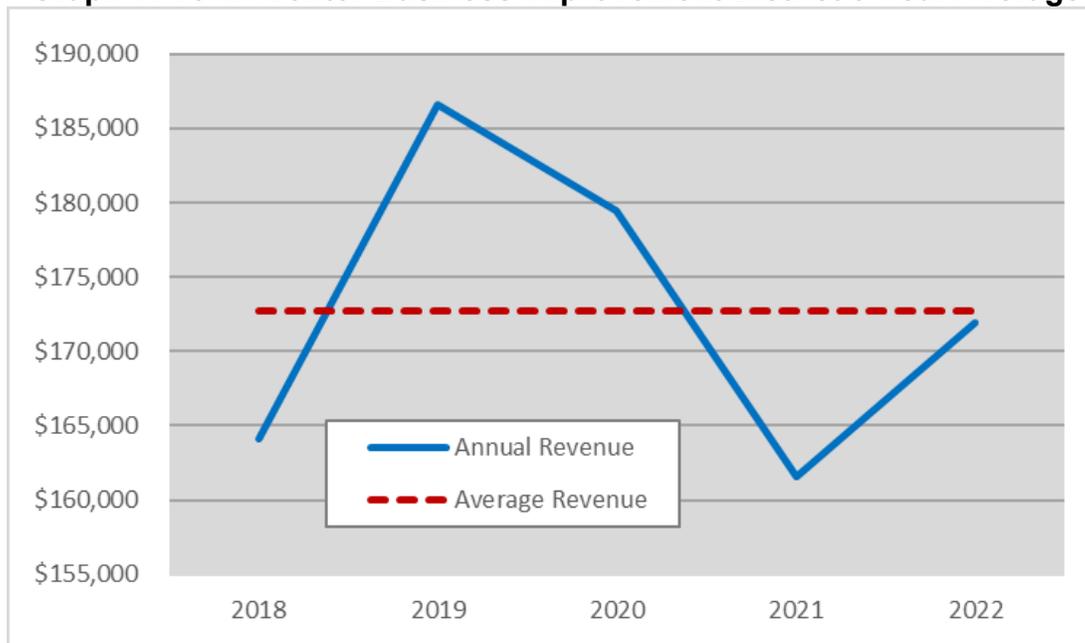
Business owners located in the Town-Center Business Improvement Area (TCBIA) voluntarily voted to pay a surcharge on their Business Tax (BT) for the purpose of providing parking, decorations, music, and promotion of public events and Downtown business. The revenue from this surcharge is collected during the City's BT billing process, and administered by Downtown Visalians, Inc. (DTV) through a management agreement with the City. This agreement requires the presentation of an Annual Operations Report (Report) of all matters covered under the agreement for the preceding fiscal year. Approval of the Report triggers renewal of the management agreement for another year. The 2022 Report is provided as Attachment A to this agenda item, and the presentation to be given tonight by Steve Nelson, the Executive Director and CEO of DTV.

The current TCBIA Management Agreement was approved in October of 2012, and requires minor revisions to incorporate changes to the payment schedule of assessments and update the reports provided along with these payments. In addition, staff requests a change of the TCBIA fiscal year to be the calendar year, making the reporting period match the Downtown Visalia Property and Business Improvement District (DTVPBID) assessment year. The TCBIA and the DTVPBID are both administered by DTV. The ability to combine reporting of the goals and accomplishments for both revenue sources will allow a more comprehensive annual reporting of the activities administered by DTV in the Downtown area. Administration of the DTVPBID and the TCBIA by the DTV is a feature that was built into the design of these assessments, and no change in the management of these revenue sources is expected to occur during the life of these areas. The proposed revisions to the existing agreement are included in this item as Attachment B, and staff is requesting Council approval of this revised agreement to be effective July 1, 2023.

Additional Background:

The economic vitality of the Downtown Visalia area has long been a high priority for both the City, and the business owners located there. The Town-Center Business Improvement Area (TCBIA) was formed with the support of Downtown business owners, under the authority of State legislation in 1966 to support merchants in the downtown area. The formation of The TCBIA generated revenue with a 100% business tax surcharge for the purpose of improving the downtown area and promoting businesses located there. The TCBIA has generated an average of \$172,000 annually over the last 5 calendar years and is projected to achieve the same level of funding in 2023. This funding, shown in Graph 1: Town-Center Business Improvement District 5-Year Average, is tied directly to business revenues within the Downtown area, and for this reason, fluctuates based upon larger economic conditions, such as the recent pandemic.

Graph 1: Town-Center Business Improvement District 5-Year Average



The DTV was formed in 1963 and laid the foundations of the long-standing efforts of both the business owners and the City to keep Downtown Visalia thriving. The DTV was instrumental in the adoption of the TCBIA, and this funding source was enacted to support their activities. For this reason, the DTV has been contracted for the administration of the TCBIA since its inception, and, as noted in the management contract, the DTV Board also serves as the TCBIA Board. Membership of this board is limited to property and business owners in the Downtown area and is governed by the DTV Board By-Laws. A listing of current DTV and POA Board members is included in the attached report.

The TCBIA was formed under the California Streets and Highways Code, Part 5. Parking and Business Improvement Area Law of 1965 (Sections 36000-36081). Under this law, the TCBIA revenue may be used for the following purposes:

- a) The acquisition, construction, or maintenance of parking facilities for the benefit of the area.
- b) Decoration of any public place in the area.

- c) Promotion of public events which are to take place on, or in public places in the area.
- d) Furnishing of music in any public place in the area.
- e) The general promotion of retail trade activities in the area.

The report required by the Management Agreement is to include:

- i. All actual revenue, activities and expenditures during the Program year of the TCBIA
- ii. A specific management plan, including operating budget, for the following Program year.

Fiscal Impact:

The TCBIA surcharge is one of many funding sources used by the DTV to promote Downtown businesses. 100% of the revenue generated from the TCBIA surcharge is collected by the City and passed through to the DTV to be used for the purposes stated in California Law and discussed above. Billing for these funds happens concurrently with collection of the regular business tax payments at no material increase in cost to the City.

Prior Council Action:

10/15/2012: Approval of current TCBIA Management Agreement

Other: N/A

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):

I move that Council:

- 1) Accept and approve the Annual Operations Report for the Town-Center Business Improvement Area (TCBIA), and
- 2) Approve the revised TCBIA agreement between the City and Downtown Visalians Inc. to be effective July 1, 2023.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

- Attachment A: TCBIA Report 2023
- Attachment B: Revised TCBIA Management Agreement as Proposed
- Attachment C: DTV Profit and Loss Statement 2022
- Attachment D: DTV Balance Sheet

Downtown Visalia Property Owner's Association, Inc.

Specific Purpose

The primary purpose of this corporation is to recognize and fulfill the unique and varied economic interests and needs of Downtown Visalia property owners to accomplish the following specific purposes.

a. In concert with the City of Visalia, to provide management oversight, directives and setting of priorities for supplemental services and improvements for the Downtown Visalia Property Based Improvement District (PBID).

b. Economic Enhancements: In-Lieu parking program. Marketing and promotions to improve Downtown Visalia's image and invite consumers to Downtown Visalia.

c. Environmental Enhancements: Including public safety patrols, landscape enhancements, graffiti removal, sidewalk sweeping and steam cleaning.

Downtown Visalia Board Members**Executive Board**

Duane Rodriguez	President
Janeen Robbins	Vice President
Laura Rocha	Treasurer
Kerry Hydash	Secretary
Nate Mustain	Member at Large

Board Members**Bree Singleton****Haylie Silva****John Lawson****Johnathon Anderson****Michael Parades****Mike Fistolera****Steven Torres****Taylor Rodriguez****Dulce Ugalde Arellano**

POA Board Members**Executive Board**

Mike Fistolera	Chair
Bill Kitchen	V. Chair
Clare Whitlatch	Secretary
Tom Gabe	Treasurer
Anil Chagan	Past Chair

Board of Directors**Myron Sheklian****Kerry Hydash****William Martin****Lloyd Mosley****MaryAnn Cusenza****John Bianco****Janeen Robbins****Marlene Sciacca****Grant Smith****Duane Rodriguez****Kevin Morrison****Brett Taylor****Amy Shuklian**

DOWNTOWN VISALIA PROPERTY OWNER'S ASSOCIATION (POA)
 RECEIPTS AND DISBURSEMENTS
 JANUARY 1 THROUGH DECEMBER 31, 2022

Bank Balance, January 1, 2022 \$ 253,774.87

RECEIPTS

POA Assessments	520,000.00
Security Reimbursement (City of Visalia)	36,112.84
Interest Earned	<u>51.81</u>
	809,939.52

DISBURSEMENTS

Downtown Visalians –	
Landscaping, Graffiti Removal & Maintenance	\$ 113,258.89
Administration	31,092.00
Street Light Maintenance	8,646.05
Security	325,370.40
Improvements –	
Security Cameras	16,034.93
Christmas Decorations	38,000.00
Tree Trimming	7,985.25
Tree Lights	28,193.17
In-Lieu Parking	34,434.35
POA Renewal	5,000.00
Insurance	<u>2,930.00</u>
	<u>610,945.04</u>

BANK BALANCE, DECEMBER 31, 2022 \$ 198,994.48

Note: Bank balance includes \$51,846 held in certificate of deposit.

Note: Bank balance does not include POA renewal fund savings, \$18,851.

DOWNTOWN VISALIA PROPERTY OWNER'S ASSOCIATION, INC.
2022 BUDGET VS. ACTUAL

	<u>2022</u> <u>BUDGET</u>	<u>12/31/22</u> <u>ACTUAL</u>	<u>VARIANCE</u> <u>(UNDER(OVER))</u>
<u>RECEIPTS</u>			
POA Assessments	\$ 520,000	\$ 520,000	\$ --
Security Reimbursement (City of Visalia)	35,500	36,113	613
Interest Earned	<u>500</u>	<u>52</u>	<u>(448)</u>
 TOTAL RECEIPTS	 <u>\$ 556,000</u>	 <u>\$ 556,165</u>	 <u>\$ 165</u>
 <u>DISBURSEMENTS</u>			
<u>ENVIRONMENTAL ENHANCEMENTS</u>			
Landscaping, Streetscape, Graffiti Removal & Maintenance	\$ 100,000	\$ 113,259	\$ (13,259)
Street Light Maintenance	5,000	8,646	(3,646)
Public Safety	<u>326,000</u>	<u>325,370</u>	<u>630</u>
Total	<u>431,000</u>	<u>447,275</u>	<u>(16,275)</u>
 <u>ECONOMIC ENHANCEMENTS</u>			
In-Lieu Parking	35,000	34,434	566
Infra Structure Improvements	<u>50,000</u>	<u>90,214</u>	<u>(40,214)</u>
Total	<u>85,000</u>	<u>124,648</u>	<u>(39,648)</u>
 <u>ADMINISTRATION</u>			
Administration	32,000	31,092	908
POA Renewal Fund	5,000	5,000	--
Miscellaneous, Insurance	<u>3,000</u>	<u>2,930</u>	<u>70</u>
Total	<u>40,000</u>	<u>39,022</u>	<u>978</u>
 TOTAL DISBURSEMENTS	 <u>\$ 556,000</u>	 <u>\$ 610,945</u>	 <u>\$ (54,945)</u>

2022 POA Infrastructure Projects

Security Cameras	\$14,978.12
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Sound System	\$31,471.52
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Christmas Decorations	\$38,000.00
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	<u>\$84,449.64</u>
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Downtown Visalia Property Owner's Association, Inc.
2023 Budget

Receipts

POA Assessments	\$580,000
Security Reimbursement	\$ 37,500
Interest Earned	\$ 500
Total receipts	<u>\$618,000</u>

Disbursements

ENVIROMENTAL ENHANCEMENTS

Landscaping, Streetscape, Graffiti	
Removal, & Maintenance	\$130,000
Tree light maintenance	\$ 5,000
Public Safety	\$350,000
Total	<u>\$485,000</u>

ECONOMIC ENHANCEMENTS

In-Lieu Parking	\$ 35,000
Infrastructure Improvements	\$ 50,000
Total	<u>\$ 85,000</u>

ADMINISTRATION

Administration	\$ 40,000
POA Renewal Fund	\$ 5,000
Miscellaneous, Insurance	\$ 3,000
Total	<u>\$ 48,000</u>

Total disbursements	<u>\$618,000</u>
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PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

Department: [PBID] Security

CD	PERFORMANCE MEASURE	JAN	FEB	MAR	1ST QTR	APR	MAY	JUN	2ND QTR	JUL	AUG	SEP	3RD QTR	OCT	NOV	DEC	4TH QTR	TYD 2023
#1	Arrest	0	3		3				0				0				0	3
#2	Robbery	0	0		0				0				0				0	0
#3	Burglary	1	0		1				0				0				0	1
#4	Auto Theft	0	0		0				0				0				0	0
#5	Theft	1	0		1				0				0				0	1
#6	Traffic	1	0		1				0				0				0	1
#7	Vandalism	5	0		5				0				0				0	5
#8	Public Intoxication	0	0		0				0				0				0	0
#9	Trespassing	2	63		65				0				0				0	65
#10	Assaults	0	2		2				0				0				0	2
#11	Suspicious Circumstances	1	0		1				0				0				0	1
#12	Security Breach	0	0		0				0				0				0	0
#13	Alarm	12	8		20				0				0				0	20
#14	Fire	0	0		0				0				0				0	0
#15	Graffiti				0				0				0				0	0
#16	Possession of Alcohol	0	0		0				0				0				0	0
#17	Curfew	0	0		0				0				0				0	0
#18	Loitering	376	336		712				0				0				0	712
#19	Assist Other Agency	1	0		1				0				0				0	1
#20	Urinating in Public	0	0		0				0				0				0	0
#21	Disturbing the Peace	1	3		4				0				0				0	4
#22	Vagrant Contact	344	335		679				0				0				0	679
#23	Possession Illegal Substance	0	0		0				0				0				0	0
#24	Miscellaneous	0	0		0				0				0				0	0
#25	Truancy	0	0		0				0				0				0	0
#26	Lewd Acts	0	0		0				0				0				0	0
#27	Panhandling	56	44		100				0				0				0	100
#28	Sidewalk Violators	97	118		215				0				0				0	215
#29	Calls for Service	103	82		185				0				0				0	185

POA

Possible Projects: 2023

1. Increase Security Camera system in Ally	\$12,000
3 additional Cameras	
2. Christmas Decorations, across Main St.	\$40,000
8 Decoration	
3. Benches, Main St.	\$15,000
Est. Needed 7	
4. Security Cameras, Main St.	\$30,000
Est. Needed 7	
5. Landscaping	\$10,000
6. Tree Lights	\$ 7,500
	<u>\$114,500</u>

Approved: Up to \$115,000

**CITY OF VISALIA
TOWN - CENTER BUSINESS IMPROVEMENT AREA
MANAGEMENT AGREEMENT**

THIS TOWN- CENTER BUSINESS IMPROVEMENT AREA MANAGEMENT AGREEMENT is made and entered into June 30, 2023 by and between the CITY OF VISALIA, a Municipal Corporation, whose address of record is 707 W. Acequia, Visalia, California 93291, hereinafter referred to as "CITY" and the DOWNTOWN VISALIANS, INC., a California Nonprofit Mutual Benefit Corporation, whose address of record is 120 S Court Street, Visalia, California, 93291, hereinafter referred to as "CONTRACTOR".

WHEREAS, upon petition by property and business owners in the CITY' s downtown business district pursuant to the Parking and Business Improvement Area Law of 1965 (the 1965 Statute)¹, the Town-Center Business Improvement Area (TCBIA) was established by the CITY Council of the CITY of Visalia on November 21, 1966, through adoption, of Ordinance No. 1195 (hereafter "TCBIA Ordinance");² and,

WHEREAS, businesses located within the TCBIA boundaries (as shown on the approved boundary map attached hereto as Exhibit "A") are assessed an additional amount of general business tax equal to 100 percent of the business tax assessed on businesses in other areas of the CITY; and,

WHEREAS, as set forth in Visalia Municipal Code (VMC) section 5.52.070 of the TCBIA Ordinance, the uses to which the proceeds obtained from the additional tax on the businesses within the TCBIA may be put are: The acquisition, construction and maintenance of parking facilities for the benefit of the area; Decoration of any public place in the area; Promotion of public events which are to take place on or in public places in the area; Furnishing of music in any public place in the area; The general promotion of retail trade activities in the area; and,

WHEREAS, as set forth in VMC section 5.52.080 of the TCBIA Ordinance, an advisory board is authorized to be established for the purpose of advising the CITY Council on the manner in which the revenue from the additional business tax is to be used in furtherance of the purposes set forth above; and

WHEREAS, following establishment of the TCBIA, the Visalia CITY Council designated CONTRACTOR as the agency to administer the funds derived from the additional business tax, subject to periodic budget and reporting requirements.³

¹ Streets and Highways Code §§ 36000 - 36081. All further statutory references are to the Streets and Highways Code unless otherwise indicated.

² Originally codified in the Visalia Municipal Code at §§ 6100 -6110, currently codified at Chapter 5. 52 (TOWN CENTER BUSINESS IMPROVEMENT AREA), §§ 5. 52.010 - 5. 52. 110.

³ Pursuant to Resolution 462, adopted February 6, 1967.

WHEREAS, CONTRACTOR, as a private, nonprofit mutual benefit corporation, represents that it possesses the labor and professional skills and expertise to administer and implement the activities and improvements of the TCBI A and further that its governing board, consisting of 15 members, is qualified to serve as the TCBI A advisory board as provided for in the TCBI A Ordinance; and,

WHEREAS, the CITY and CONTRACTOR desire to establish an agreement setting forth the specific manner in which CONTRACTOR will administer the funds and carry out the activities in furtherance of the TCBI A Ordinance and establishing the CONTRACTOR governing board as the TCBI A advisory board.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. INCORPORATION OF RECITALS. The RECITALS above are true and correct and constitute an enforceable provision of this Agreement.
2. SCOPE OF SERVICE. CONTRACTOR shall furnish the following services:
 - A. Administer and implement, either directly or through sub-contracts as specified hereafter, all of the activities and improvements of the TCBI A as stated, listed, or otherwise described in annual reports, all of which shall be consistent with the purposes of the TCBI A as set forth in the TCBI A Ordinance. It is anticipated that CONTRACTOR will sub-contract with other parties, persons or entities to provide some or all of the services and improvements as may be specified in the annual operation budget. Any such sub-contract shall be between CONTRACTOR and such third parties, CONTRACTOR shall solely be responsible for all obligations arising thereunder, and the CITY of Visalia shall not be deemed an agent, principal or joint venturer of CONTRACTOR for the purpose of such sub-contracts.
 - B. Prepare and provide to the CITY, for review by the City Council, an annual operations report for all matters covered under this Agreement no later than May 31 of each year. Such annual report shall account for: (i) all actual revenue, activities and expenditures during the Program Year of the TCBI A (Program Year is hereby defined as January 1 of each calendar year through December 31 of each succeeding calendar year) prior to the year of the report; and (ii) a specific management plan, including operating budget, for the Program Year commencing January 1 of the year following the report, specifying the actual activities and improvements proposed to be completed in that Program Year. The City Council shall approve the report as filed, provided the Council finds the report is consistent with the TCBI A Ordinance.
 - C. Provided the bylaws or other operating rules of CONTRACTOR continue to provide that any business or property owner who pays the additional TCBI A business tax is entitled to membership in CONTRACTOR, and provided the CONTRACTOR, governing board consists of no more than 17 members, the governing board of CONTRACTOR as it may

from time to time be constituted, shall be deemed the TCBI A advisory board and is hereby appointed as such by the City Council of the CITY of Visalia. A list of the current CONTRACTOR governing board members is attached hereto as Exhibit "B". An updated list of governing board members shall be included with the annual budget report as provided for in Paragraph 2.B. above. No other services shall be performed by CONTRACTOR unless approved in advance in writing by the CITY, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with CITY and the results of the work shall be monitored by the City Manager or his/her designee; however, the means by which the work is accomplished shall be the sole responsibility of CONTRACTOR

3. TERM OF AGREEMENT, This Agreement shall be effective as of July 1, 2023, for a period of one year, and shall continue thereafter on a year-to-year basis. Acceptance and approval of the annual report as provided in Paragraph 2.B. above shall constitute renewal of the agreement for an additional one-year term, to commence on July 1 following approval of the report. All terms and conditions contained in this Agreement shall apply to any renewal term.
4. SCHEDULE FOR PERFORMANCE. CONTRACTOR agrees that time is of the essence in the performance of all of the services under this Agreement, and further agrees to produce all required reports and documents in the times stated in this Agreement. Deviations from time schedule may be made only with the prior written approval of the CITY Manager or his/her designee. In the event of any inconsistency between terms of this Agreement and any other document, the terms of this Agreement shall control.
5. CITY OBLIGATIONS
 - A. COLLECTION OF ASSESSMENT. CITY shall collect the TCBI A assessment in the same manner as all other general business taxes, and shall account for additional assessments under the TCBI A Ordinance separately from other general business taxes collected. CITY shall not collect, deduct or charge an administrative fee related to such collected assessments. Neither the CITY's general fund nor any other fund or monies of the CITY, other than the actual additional TCBI A tax levy received by CITY, is liable for any payment under this Agreement. The base general business tax paid by businesses within the TCBI A (that amount equal to the business tax paid by businesses in areas outside of the TCBI A) are not subject to this agreement, and shall be retained by the CITY and used for general fund purposes. Obligations under this Agreement are not a debt of the CITY, nor are they a legal or equitable pledge, charge, lien, or encumbrance upon any of the CITY' s property, income, receipts, or revenues.
 - B. COLLECTION REPORTS. CITY shall provide the following reports to CONTRACTOR (provided that such reports are ordinarily prepared by CITY):
 1. Monthly list of new business tax payers located in TCBI A areas.
 2. Yearly record of all businesses tax payers located in TCBI A.
 3. Quarterly statement of delinquent business tax payers in TCBI A, and amount of delinquency.

4. Quarterly summary of sales tax revenue generated within the TCBIA.
6. COMPENSATION. After deducting any amounts due CITY from CONTRACTOR under separate agreements between the parties, CITY shall forward CONTRACTOR any remaining balance of the TCBIA assessment actually collected and received by CITY. CITY shall make quarterly payments to CONTRACTOR, as follows: (i) payment in April for taxes collected in January to March; (ii) payment in July for taxes collected April to June; (iii) payment in October for taxes collected July to September; and (iv) payment in January for taxes collected October to December.
7. BROWN ACT AND PUBLIC RECORDS ACT. CONTRACTOR shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the TCBIA are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all documents relating to activities of the TCBIA.
8. WORK PRODUCT. It is understood and agreed that all plans, studies, specifications, digital media, records, files, reports, etc., in possession of CONTRACTOR relating to the matters covered by this Agreement shall be the property of the CITY, and CONTRACTOR hereby agrees to deliver the same to the CITY upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the CITY and are not necessarily suitable for any future or other use.
9. CONTRACTOR'S BOOKS AND RECORDS. During the term of this Agreement, and for three years after the term expires or terminates or for any longer period required by law, CONTRACTOR shall maintain detailed records pertaining to the TCBIA's administration, including but not limited to ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or concerning budgeting, charges, expenditures, subcontractors (e. g., bid records), insurance, permits, administrative expenses, and overhead. CONTRACTOR shall make all such records available to CITY for inspection, audit, and/or copying at all reasonable times. If requested by CITY, CONTRACTOR shall obtain and provide to CITY, at CONTRACTOR's sole cost, an independent financial audit of CONTRACTORs' use of TCBIA funds for any or all years of the TCBIA' s operation; provided CONTRACTOR shall not be obligated to provide an independent financial audit more than once every five years.
10. INDEPENDENT CONTRACTOR. It is expressly understood that CONTRACTOR is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the CITY. CONTRACTOR shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should CONTRACTOR desire any insurance protection, CONTRACTOR is to acquire same at its expense. In the event CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be

eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, protect, defend, and hold harmless the CITY for the payment of any employee and/ or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

11. INSURANCE. CONTRACTOR agrees to maintain insurance coverage as set forth in Exhibit "C" attached hereto and incorporated herein by reference throughout the term of this Agreement.
12. INDEMNITY. Visalians, Inc, shall indemnify, protect, defend, save and hold CITY, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of CONTRACTOR or its officers, employees, agents, volunteers, contractors, and subcontractors during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of CONTRACTOR or its officers, employees, agents, volunteers, contractors, or subcontractors, or by the quality or character of CONTRACTOR' s work or activities, or resulting from the negligence of the CITY, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the CITY. It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by CITY of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply and shall survive the termination of this Agreement. By execution of this Agreement, CONTRACTOR acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

CITY shall indemnify, protect, defend, save and hold CONTRACTOR, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of CITY, or its officers, employees, agents, volunteers, contractors, and subcontractors, other than during performance of this Agreement. It is understood that the duty of CITY to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

13. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by CONTRACTOR and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of CONTRACTOR under this Agreement will be permitted only with the express written consent of the CITY, which may be withheld at the CITY' s sole and complete discretion.

14. CONFLICT OF INTEREST. CONTRACTOR certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONTRACTOR agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONTRACTOR further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
15. CONFORMANCE TO APPLICABLE LAWS. CONTRACTOR shall comply with all applicable Federal, State, and municipal laws, rules, and ordinances. No discrimination shall be made by CONTRACTOR in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex, or religion of such person.
16. WAIVER. In the event that either CITY or CONTRACTOR shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
17. SEVERABILITY. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Tulare.
19. ATTORNEY' S FEES. In any litigation, arbitration or any other proceeding where CITY seeks to enforce any provision of this Agreement, or seeks a declaration of the rights and obligations of the parties, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses incurred to resolve the dispute and to enforce any provision of this Agreement.
20. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
21. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.
22. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/ or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.
23. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute

this Agreement on behalf of their entity and has/ have the authority to bind their party to the performance of its obligations hereunder.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

Downtown Visalians, Inc.,
A California Nonprofit Mutual
Benefit Corporation

*Must be signed by two officers of the
corporation, one of which is the Financial
Officer.)*

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

CITY OF VISALIA, A Municipal Corporation:

Date

Leslie Caviglia, City Manager

ATTEST:

ORIGINAL APPROVED AS TO FORM:

Michelle Nicholson, City Clerk

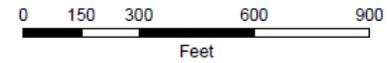
Kenneth J Richardson, City Attorney

Exhibit A – Map of TCBIA Boundaries



Railroad
 Local
 Minor Arterial
 Collector
 Highway
 Parcels
 Town-Center Business District
 Education
 Recreation

Town-Center Business District



Downtown Visalia Board Members

Executive Board

Duane Rodriguez	President
Janeen Robbins	Vice President
Laura Rocha	Treasurer
Kerry Hydash	Secretary
Nate Mustain	Member at Large

Board Members

- Bree Singleton**
- Haylie Silva**
- John Lawson**
- Johnathon Anderson**
- Michael Parades**
- Mike Fistolera**
- Steven Torres**
- Taylor Rodriguez**
- Dulce Ugalde Arellano**

INSURANCE REQUIREMENT

A. During the term of this Agreement, Downtown Visalians Inc. shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence: One Million Dollars (\$ 1, 000,000)

Products & Completed Operations: One Million Dollars (\$1,000,000)

Personal & Advertising Injury: One Million Dollars (\$1,000,000)
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).

Exhibit C – Insurance Requirement

- c. The limits of liability per accident shall not be less than:

Combined Single Limit: One Million Dollars (\$1,000,000)

- d. If General Liability coverage, as required above, is provided by the Commercial General Liability form, the Automobile Liability policy shall include an endorsement providing automobile contractual liability.

3. Worker's Compensation

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless Downtown Visalians Inc. is a qualified self-insurer with the State of California), and Employers Liability coverage.

- b. Employer's Liability Coverage shall not be less than the statutory requirements.

- c. Downtown Visalians Inc. shall sign and file with the Director of Finance of the City of Visalia the Worker's Compensation Certificate that is contained in this Exhibit.

4. Insurance Required in the Supplementary Conditions: Downtown Visalians Inc. shall be required to comply with all conditions as stipulated in the Standard Construction Specifications as applicable.

5. Other Insurance Provisions:

- a. Downtown Visalians Inc.'s General Liability, Automobile Liability, any Excess or Umbrella Liability, shall contain the following provisions:

The City, its officials, employees, agents and volunteers shall be covered as additional insured as respects liability arising out of activities performed by or on behalf of Downtown Visalians Inc., products and completed operations of Downtown Visalians Inc., premises owned, occupied, or used by Downtown Visalians Inc., or automobiles owned, leased, hired, or borrowed by Downtown Visalians Inc.

The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.

- b. For any claims related to the project, Downtown Visalians Inc.'s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers shall be excess of Downtown Visalians Inc.'s insurance and shall not contribute to it.

- c. Any failure to comply with reporting or other provisions of the policies on the part of Downtown Visalians Inc., including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or

volunteers.

- d. Downtown Visalians Inc.'s Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after 30 days prior written notice by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
 7. Downtown Visalians Inc. shall furnish the City with Certificates of Insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, and any Supplementary Conditions. Downtown Visalians Inc. shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder.
 8. Downtown Visalians Inc. shall report, by telephone to the City within 24 hours, followed by a report in writing to the City within 48 hours, after Downtown Visalians Inc. or any of its Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of Downtown Visalians Inc. as part of the contract.
 9. Such report shall contain:
 - a. the date and time of the occurrence,
 - b. the names and addresses of all persons involved, and
 - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
 10. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
 11. If Downtown Visalians Inc. fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Downtown Visalians Inc. under the contract.

Exhibit C – Insurance Requirement

12. Failure of the City to obtain such insurance shall in no way relieve Downtown Visalians Inc. from any of its responsibilities under the contract.
13. The making of progress payments to Downtown Visalians Inc. shall not be construed as relieving Downtown Visalians Inc. or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

Downtown Visalians

Profit and Loss

January - December 2022

	TOTAL	
	JAN - DEC 2022	JAN - DEC 2021 (PY)
Income		
City Contracts Income		
East Elevator/trash	4,176.96	4,060.90
East Stairwell	6,715.80	6,529.25
Garden Plaza	2,772.00	2,695.00
West Structure Elevator/trash	8,353.80	8,121.75
West Structure Stairwell Mainte	6,715.80	6,529.25
Total City Contracts Income	28,734.36	27,936.15
Event Income	48.50	
Merchant/Vendor Entry Fees	24,946.39	13,235.33
Sponsorships	61,923.76	54,610.00
Ticket Sales	61,894.54	53,768.91
Total Event Income	148,813.19	121,614.24
Other Income	6,566.95	1,975.00
POA Services		
Administrative Services	27,520.00	21,958.74
Fuel Income	13,236.64	8,988.36
Graffiti Removal Income	60,924.00	60,729.00
Reimbursement for Add Services	105,614.92	39,223.83
Security Managment Income	3,072.00	2,560.00
Total POA Services	210,367.56	133,459.93
Services/Assessments	3,978.00	2,652.00
Advertising Income	1,000.00	130.00
Associate Membership	2,900.00	900.00
DID Assessments	165,728.27	160,793.20
Gift Certificate Income	49,125.14	78,819.43
Interest Income	416.40	748.75
Parking Permit Income	3,290.00	2,927.01
Special Projects Income		2,640.00
Total Services/Assessments	226,437.81	249,610.39
Total Income	\$620,919.87	\$534,595.71
GROSS PROFIT	\$620,919.87	\$534,595.71
Expenses		
Administration		957.74
Miscellaneous Expense (deleted)		200.00
Payroll Expenses	3,268.29	1,120.23
Repairs & Maintenance (deleted)		276.00

Downtown Visalians

Profit and Loss

January - December 2022

	TOTAL	
	JAN - DEC 2022	JAN - DEC 2021 (PY)
Wages		
Cell Phone Stipend	2,400.00	2,350.00
Employee Wages	169,833.90	196,654.44
Health / Life	10,126.42	3,544.55
Payroll Taxes		
Employee Tax liability withheld	60,580.40	0.00
Employer Tax Contribution	19,713.26	18,268.05
Total Payroll Taxes	80,293.66	18,268.05
Retirement Plan	2,091.26	
Total Wages	264,745.24	220,817.04
Total Administration	268,013.53	223,371.01
Events Expense	6,528.16	7,375.92
Entertainment Expense	2,130.00	2,550.00
Event Advertising	6,863.38	10,000.00
Event Supplies	6,365.77	801.94
License & Fees	2,535.00	766.00
Miscellaneous Expense	362.79	8,000.00
Photography	1,750.00	1,750.00
Printing and Postage		361.28
Prizes & Awards Expense	2,900.00	2,500.00
Refunds	300.00	
Rental Expense	7,293.84	4,000.00
Scholarships		750.00
Traffic Control	16,481.65	10,116.30
Volunteer Expense	250.00	
Total Events Expense	53,760.59	48,971.44
Office	246.50	90.00
Bank Charges	475.05	
Branding	3,528.53	
Business Lunch	1,939.71	863.86
Depreciation Expense		1,718.00
Dues & Subscriptions	1,698.53	836.01
General Advertising Expense	6,845.00	4,392.40
Insurance Expense	30,654.68	31,779.78
Internet, Telephone & DTV Radio	4,551.72	4,274.33
Licenses & Fees	99.00	
Merchant Card Service Charges	2,604.53	2,492.42
Office Equipment Expense	5,330.94	3,928.71
Office Supplies	8,371.48	6,341.76
Postage Expense	491.02	112.19

Downtown Visalians

Profit and Loss
January - December 2022

	TOTAL	
	JAN - DEC 2022	JAN - DEC 2021 (PY)
Printing & Graphics	258.05	726.02
Professional Services	7,544.90	7,525.96
Rent Expense	18,000.00	18,000.00
Special Projects	1,050.00	
Taxes	413.94	447.74
Utilities	2,396.21	1,900.33
Total Office	96,499.79	85,429.51
POA/City	50,843.51	
Administration	1,515.00	0.09
Auto License fees	564.31	517.00
DTV Fuel Expense	1,113.05	688.40
Elevator/trash		72.75
Equipment Repair & Maintenance	42,017.04	4,406.53
Graffiti & Janitorial Expense	3,369.52	2,945.79
Landscape Maintenance	8,895.53	7,330.02
POA Fuel Expense	13,236.61	9,141.49
Truck Repair & Maintenance	6,123.72	2,689.96
Total POA/City	127,678.29	27,792.03
Purchases	58,521.76	
Services Expense		
Donation-Non Profits	6,800.00	
Gift Check Donation	2,940.00	5,227.50
Gift Chk Expense (JE's)	56,710.00	85,876.00
School Donation	912.50	1,838.55
Total Services Expense	67,362.50	92,942.05
Team Development		
Dues & Subscriptions	600.00	600.00
Training & Seminars		2,640.00
Total Team Development	600.00	3,240.00
Total Expenses	\$672,436.46	\$481,746.04
NET OPERATING INCOME	\$ -51,516.59	\$52,849.67
Other Expenses		
Reconciliation Discrepancies	3,474.84	
Urban Works Projects	3,200.00	
Total Other Expenses	\$6,674.84	\$0.00
NET OTHER INCOME	\$ -6,674.84	\$0.00
NET INCOME	\$ -58,191.43	\$52,849.67

Downtown Visalians

Balance Sheet
As of January 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Bnk Sierra Gift Cert - 8272	-7,299.01
Suncrest CD #10698	85,745.22
Suncrest Checking-6286	68,509.16
Suncrest Gift Checks-2846	-23,931.16
Suncrest MM-8895	277,408.77
UrbanArtWorks Project	3,864.30
Total Bank Accounts	\$404,297.28
Accounts Receivable	
Accounts Receivable	53,655.26
Total Accounts Receivable	\$53,655.26
Other Current Assets	
Uncleared Gift Checks	175,671.19
Unearned Income	-175,671.19
Total Other Current Assets	\$0.00
Total Current Assets	\$457,952.54
Fixed Assets	
Accumulated Depreciation	-84,296.00
Furniture and Office Equipment	52,346.68
Maintenance Equipment	43,911.91
Total Fixed Assets	\$11,962.59
TOTAL ASSETS	\$469,915.13
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Unrestricted Net Assets	477,040.56
Net Income	-7,125.43
Total Equity	\$469,915.13
TOTAL LIABILITIES AND EQUITY	\$469,915.13



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0191

Agenda Date: 5/15/2023

Agenda #: 5.

Agenda Item Wording:

Consideration of and direction on initiating potential Municipal Code Updates related to Allowing the Keeping of “Chickens” in Residential Zones.

Deadline for Action: 5/15/2023

Submitting Department: Community Development

Contact Name and Phone Number:

Paul Bernal, Community Development Director, paul.bernal@visalia.city
<<mailto:paul.bernal@visalia.city>>, (559) 713-4025

Department Recommendation:

Staff recommends that the City Council consider the information presented in this staff report. Based on the staff report, presentation and comments received, the City Council may direct staff to initiate a Zoning Text Amendment that would revise and update municipal code language to permit the keeping of chickens in residential zone districts. Revisions to be considered as part of the Zoning Text Amendment process related to the keeping of chickens in residential zones will be subject to the public hearing process.

Summary:

Keeping of chickens or other fowl in residential zones is not presently permitted in the Visalia City Limits, except in the R-1-20 (Single-Family Residential, minimum 20,000 square foot site area) zone district. This issue is addressed in a variety of ways throughout the State. Most cities, like Visalia, classify chickens and similar fowl as barnyard or farm animals, and exclude them from being kept as household pets. Please note, in the R-1-20 zone (former R-A, Rural Residential zone) the breeding, hatching, raising and fattening of birds, rabbits, chinchillas, hamsters, other small animals and fowl, on a domestic noncommercial scale, provided that there shall not be less than one thousand (1,000) square feet of site area for each fowl or animal and provided that no structure housing poultry or small animals shall be closer than fifty (50) feet to any property line, closer than twenty-five (25) feet to any dwelling on the site, or closer than fifty (50) feet to any other dwelling is permitted.

Other nearby cities are mixed in their allowances for chickens. A summary of these cities is provided in the table below:

City	Chickens Permitted	Roosters Permitted	Permit/License Required	Setback Requirements	Enclosure Required
Clovis	No	No			
Dinuba	No	No			
Exeter	Yes (10 chickens permitted)	No	No	Rear Yard only	Yes

Farmersville	Yes (4 chickens permitted)	No	No	Rear Yard only	No
Fresno	No	No			
Hanford	No	No			
Lindsay	Yes (5 chickens permitted)	No	No	Rear Yard only	Yes
Tulare	No	No			
Porterville	No	No			
Woodlake	Yes (4 chickens permitted)	No		Rear Yard only & setback 25-ft. from any residence.	Yes

Cities that allow the keeping of chickens have generally concluded that chickens can be both pets and potential supplemental food sources (eggs and meat) and allow from one to several on residential lots. Cities that allow chickens typically include several restrictions such as, no roosters, no killing and/or dressing the animals on the premises, require enclosure standards including setbacks from property lines and residential/habitable structures, and requiring a clean and sanitary environment. These standards and limitations are intended to minimize the potential nuisance effects of these animals on adjacent and nearby properties.

Background Discussion:

On February 21, 2023, Councilmember Wynn requested the City Council approve placing an item on a future City Council agenda to consider discussing and directing staff to seek potential revisions to the Visalia Municipal Code that may permit the keeping of chickens and/or hens in the City of Visalia. Based on the request, staff researched Municipal Codes of other California cities, as well as literature on the keeping of backyard fowl husbandry.

Staff is seeking input and potential direction from the City Council on whether the Council wants to direct staff to begin the process of identifying potential revisions to the municipal code to permit the keeping of chickens on residential zoned properties in the City of Visalia. Staff has provided the following options for the City Council’s consideration related to this subject as summarized below. Please note the following are examples of what considerations could be included in an ordinance update. Items identified will allow staff to begin work on drafting revisions to the municipal code that will be presented at a future meeting.

1. Limit the allowance to include the R-1-5 (Single-Family Residential, 5,000 sq. ft. minimum site area per lot) and R-1-12.5 (Single-Family Residential, 12,500 sq. ft. minimum site area per lot) Zone Districts. This would preclude keeping chickens in the R-M-2 and R-M-3 multi-family residential zones where space is limited and potential for conflicts is greater.
2. Identify a limitation on the number of chickens permitted per parcel. Staff recommends the City Council limit the number of chickens to a maximum of no more than four (4) chickens per parcel, and expressly prohibit the keeping of roosters within the City of Visalia. This would allow a reasonable number of chickens for egg production and for eventual dressing and consumption of chickens. However, this number would also minimize the potential for nuisance impacts on other residences (noise, odors, vermin and predator attraction).
3. Require that a coop and/or enclosure be provided to shelter chickens at a rate of a minimum

of three (3) square feet per chicken, as recommended by industry literature for chicken coops. The City Council may also consider adopting language that prohibits the free range of chickens within a secured yard area at any time.

4. If coops and/or enclosures are required, set a minimum separation distance of at least 10 to 20 feet from property lines and/or habitable/residential structures.
5. Prohibit the killing and dressing of chickens on residential zoned property. This would limit the potential for offending adjacent residents in the course of keeping chickens on single-family zoned sites.
6. Require an over-the-counter ministerial permit for the keeping of chickens in the City of Visalia. This permit process would ensure education about City standards and compliance with the above provisions, including administrative citation penalties and revocation of said permit should the permittee fail to maintain the required standards. Staff will identify a permit fee amount that is reasonable based on the time allocated to processing the permit. That fee will be presented when draft language is presented at a future meeting.

Please note staff acknowledges the enforcement of potential revisions related to this subject would admittedly be difficult to enforce and or pursue if complaints are received. The Neighborhood Preservation Division carries a significant workload related to transient issues, illegal cannabis grows, substandard housing issues, sign enforcement, street vendor enforcement along with a plethora of code violations reported daily on the City's Code Enforcement hotline. The addition of responding to complaints received from person(s) not complying with potential adopted regulations as noted above will add to their workload.

Fiscal Impact:

None.

Prior Council Action:

On February 21, 2023, a request by Councilmember Liz Wynn for Council to approve placing an item on a future City Council agenda for consideration of allowing backyard hens in the City of Visalia was approved.

On April 6, 2015, the City Council directed staff to initiate a Zoning Text Amendment to Allow Keeping Chickens in Residential Zones.

On June 1, 2015, the introduction of Ordinance No. 2015-06, amending the Municipal Code to allow chicken keeping in single-family residential zone districts was presented. The City Council voted to deny the ordinance.

Other:

On May 11, 2015, the Planning Commission voted 3-1 to recommend denial of the Municipal Code Amendment.

Alternatives:

The City Council, in lieu of the recommendations provided, may direct staff to consider the following:

1. Receive the staff report and presentation and take no further action at this time.
2. Provide staff with further direction and return the item back at a future Work Session.

Recommended Motion (and Alternative Motions if expected):

I move to direct staff to initiate a Zoning Text Amendment to amend portions of the Visalia Municipal Code that will permit the keeping of chickens in the R-1-5 and R-1-12.5 residential zones.

Environmental Assessment Status:

No environmental assessment required at this time. The adoption of any ordinance changes will require environmental documentation pursuant to the California Environmental Quality Act (CEQA) to be completed by City staff.

CEQA Review:

The adoption of any ordinance changes will require environmental documentation pursuant to the California Environmental Quality Act (CEQA) to be completed by City staff.

Attachments: None.



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 23-0198

Agenda Date: 5/15/2023

Agenda #: 1.

Agenda Item Wording:

Proclamation Recognizing National Public Works Week



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 23-0207

Agenda Date: 5/15/2023

Agenda #: 1.

Agenda Item Wording:

Authorization to read ordinances by title only.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 22-0454

Agenda Date: 5/15/2023

Agenda #: 2.

Agenda Item Wording:

Request authorization to file a Notice of Completion for the Fleet Maintenance Settlement Repair Project. Project No. (1420-72000/CP0250)

Deadline for Action: None

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:

Jaklin H Rowley, Assistant Engineer, Jaklin.Rowley@visalia.city, (559) 713-4369

Frank Senteno, City Engineer, Frank.Senteno@visalia.city, (559) 713-4331

Nick Mascia, Assistant City Manager, Nick.Mascia@visalia.city, (559) 713-4323

Department Recommendation:

Authorize staff to file a Notice of Completion for the Fleet Maintenance Settlement Repair Project.

Background Discussion:

The Fleet Maintenance Building is located near the Ben Maddox entrance to the City's Public Works Corporation Yard. More than 4-inches of settlement had occurred at the westerly end of the Fleet Maintenance Building. The settlement had contributed to damage to the building causing the need for multiple building repairs including door jams, damage to floors, plumbing, footings, building slab, stairs, stairwells, roof, and metal siding. The excessive settlement had occurred as a direct result of poor soil compaction, excessive moisture content, and the presence of organic material in the subgrade as noted in the Geotechnical Investigation report conducted in 2020. The completion of the project consolidated the underlying soils and raised the building slab back to its original floor elevation, through a push pier and polymer injection method.

Change Orders:

The Fleet Maintenance Building Settlement repair project had one zero-cost change order that extended the original contract from January 6th, 2023 until April 30th, 2023. The contract was extended due to weather conditions. The Valley saw unforeseen historic inclement weather conditions from November 2022 through March 2023, which caused the rescheduling of critical path works for this project. This change order approved the additional contract time that was required to correctly complete the work established in the contract with Caliber Contracting INC including exterior concrete and stair replacement.

Fiscal Impact:

This project was funded by the Measure N Building Maintenance Fund 142, (No. 1420-72000/CP0250-999)

Budget Summary: Fleet Maintenance Building Settlement Repair Project, CP0250	
Original Estimated Project Costs	\$261,658
Actual Project Costs	
Construction Cost	\$198,225
Construction Surveying (3%)	\$5,947
Construction Inspection (1%)	\$1,982
Staff Time (5%)	\$9,911
Total Project Cost	\$216,065

The cost to complete construction was less than the original estimated amount of \$261,658. This was a result of no change orders processed that increased the contract amount, therefore, the amount budgeted for construction contingency and the plumbing contingency was not expended. In addition, the project budget included budget for material testing which was deemed not necessary following the completion of the project.

Any unused monies will return to the fund from which they originated.

Prior Council Action:

August 1st, 2022

The City Manager was authorized to execute an agreement for RFB 21-22-38 in the amount of \$198,225.00 for the Fleet Maintenance Building Slab Repair Project to Caliber Contracting Services Inc.

Recommended Motion (and Alternative Motions if expected):

I move to authorize staff to file a Notice of Completion for the Fleet Maintenance Building Settlement Repair Project.

Environmental Assessment Status:

N/A

CEQA Review:

N/A

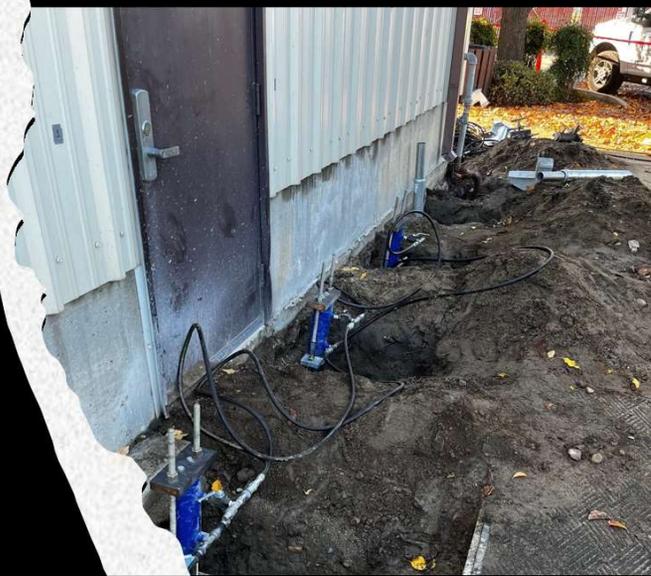
Attachments:

1. Post - Construction Photos and Lidar

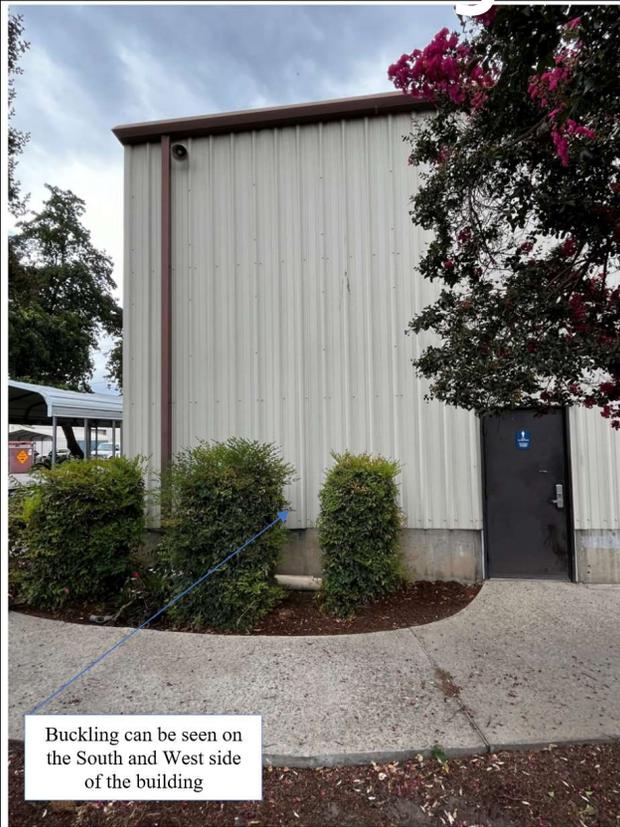
**Settlement at the
Fleet Maintenance Building
Before and After Pictures and Lidar**



**Push Pier and
Polymer
Injection were
used to Stabilize
and Lift the Fleet
Building**

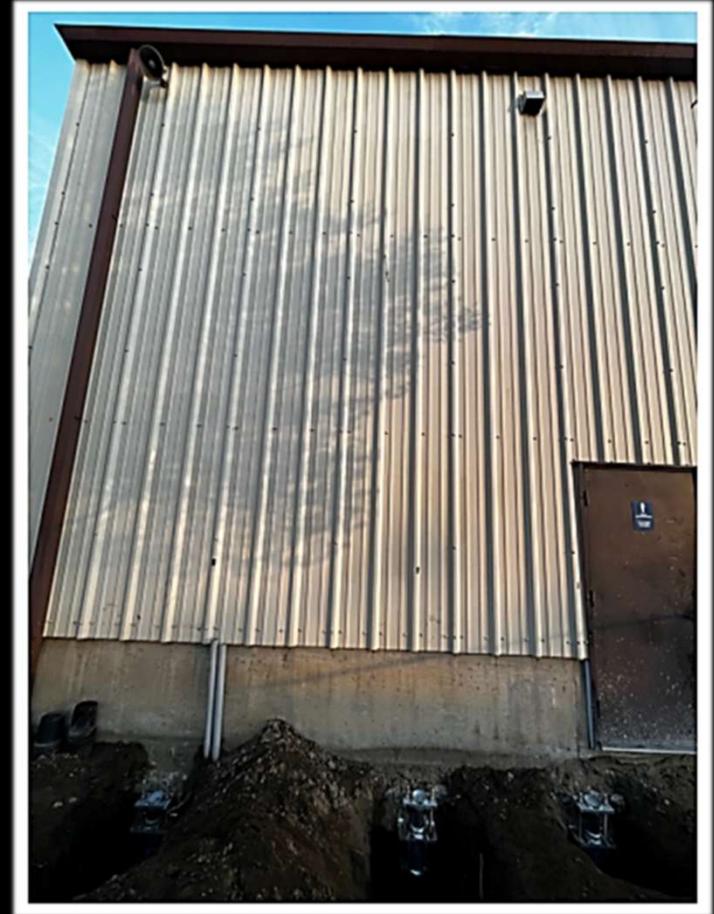
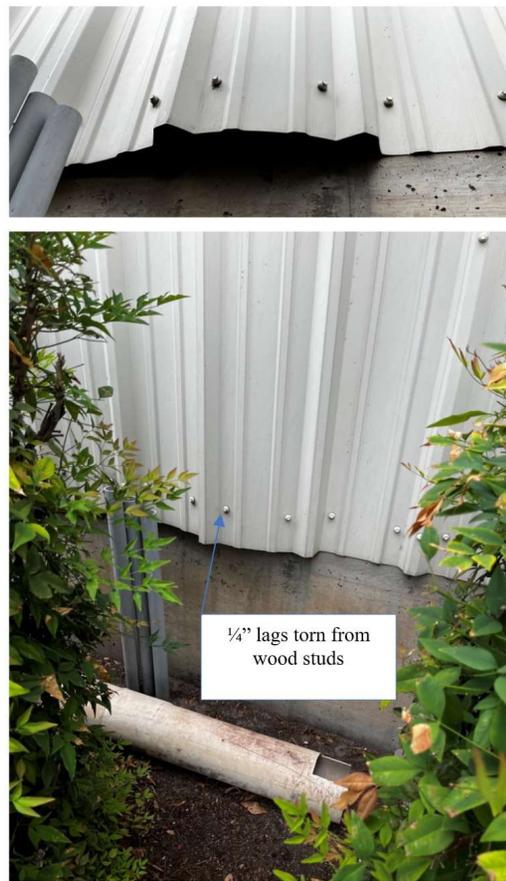


Buckling of Siding Resolved After Lift



Buckling of Siding Due to Settlement

Before



After

Closing of Cracks Caused by the Settlement



Before



After

Before Staircase and Door Landing Replaced

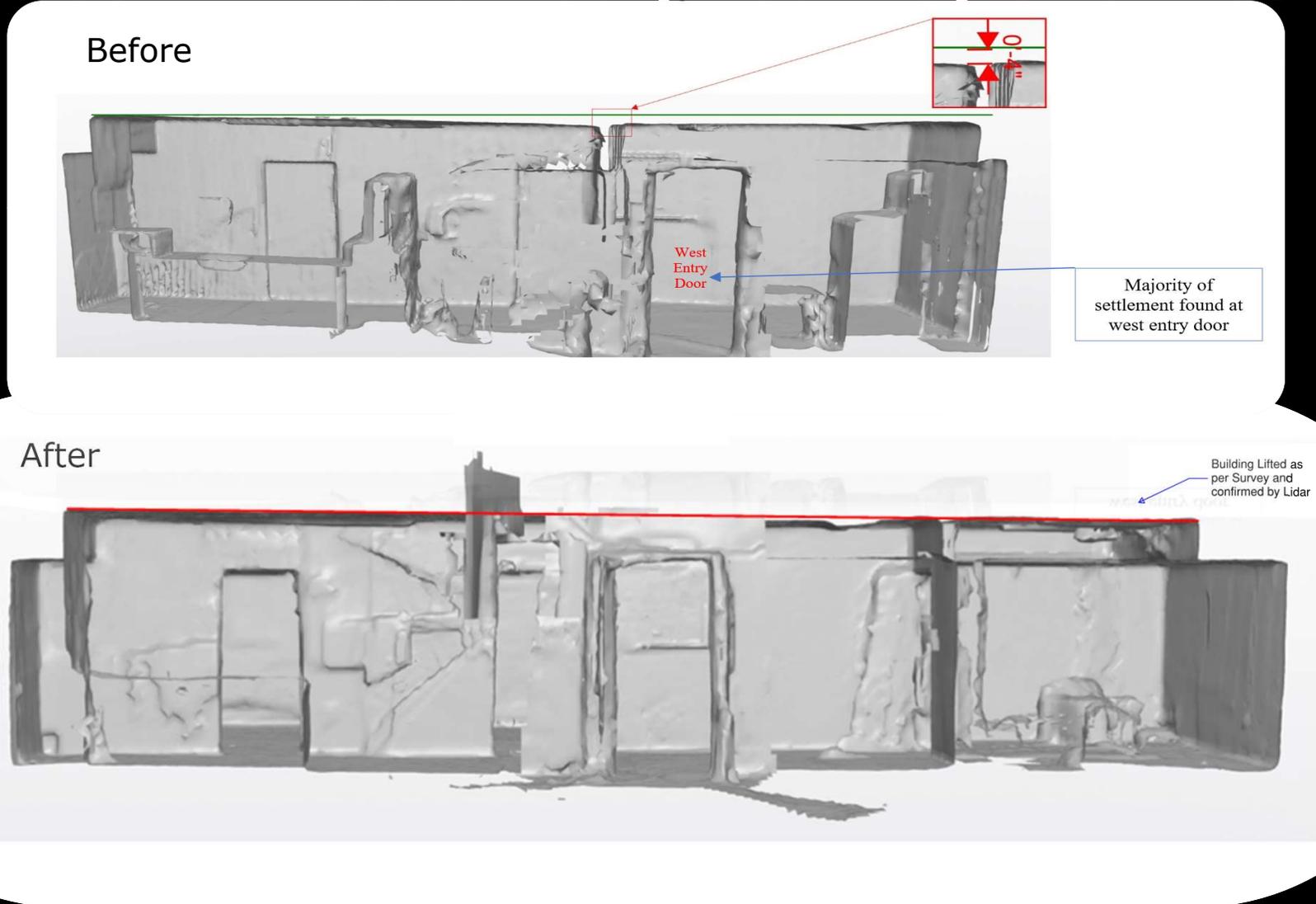
Before



After



Lift Confirmed through Survey and Lidar





Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0134

Agenda Date: 5/15/2023

Agenda #: 3.

Agenda Item Wording:

Authorize the City Manager to file a Notice of Completion for; the Enhanced Crosswalk at Denton Street and Ferguson Avenue Project (CIP 3010-72000/CP0297-999) and the Linwood Street Pedestrian Pathway Project (CIP 3010-72000/CP0476-999) and an additional appropriation of \$29,000 from the Measure R Local Fund to the Linwood Street Pedestrian Pathway Project.

Deadline for Action: None

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:

Alejandro Ortega, Associate Engineer, Alejandro.Ortega@visalia.city, 713-4164

Eric Bons, Senior Civil Engineer, Eric.Bons@visalia.city, 713-4350

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 City Council:

1. Authorize the City Manager to file a Notice of Completion for the Enhanced Crosswalk at Denton Street and Ferguson Avenue and the Linwood Street Pedestrian Pathway Projects.
2. Approve an additional appropriation of \$29,000 from the Measure R Local Fund to the Linwood Street Pedestrian Pathway Project (CP0476).

Background Discussion:

These two projects provided additional pedestrian safety measures at two separate locations near existing elementary schools. The first location is at the intersection of Denton Street and Ferguson Avenue where an enhanced crosswalk with pedestrian activated flashing beacons was installed adjacent to the existing Denton Elementary School. The second location is along Linwood Street between Ferguson Avenue and Modoc Avenue. This provided connectivity between the existing sidewalks at each end of the project limits to provide a safe route along a county island but within City right of way between the existing residential neighborhood to and from Oak Grove Elementary School.

Enhanced Crosswalk at Denton Street and Ferguson Avenue:

The first project constructed an enhanced crosswalk at the intersection of Denton Street and Ferguson Avenue which is adjacent to Denton Elementary School. This enhanced crosswalk also provides access to Lyons Park located on the north side of Ferguson Avenue at Denton Street. The enhanced crosswalk provides a safer crossing of Ferguson Avenue and provides connectivity between the residential neighborhood on either side of Ferguson Avenue. The school crosswalk provides a closer crossing to Denton Elementary School with pedestrian activated flashing beacons.

The installation of a median island and bulbouts provides protection for the pedestrian crossing Ferguson Avenue.

This project was constructed within budget. After construction and installation of the flashing beacons, City Staff met with VUSD staff on the field and conducted an orientation that provided background on the flashing beacon and on how it operates.

Linwood Street Pedestrian Pathway:

The second project constructed a pedestrian pathway along the west side of Linwood Street between Ferguson Avenue and Modoc Avenue connecting to the existing sidewalk at the north and south limits of this project. Linwood Street is a City of Visalia roadway, however the parcels to the west along this segment are still within the County. This segment of Linwood Street is currently a two-lane roadway with graded shoulders. The pedestrian pathway's design is consistent with the neighborhood's rural setting. The pathway meanders along the west side of Linwood Street adjacent to an abandoned irrigation ditch which was retained to function as a swale to collect any urban runoff. Oak Grove Elementary is located south of the intersection of Linwood Street at Ferguson Avenue and students walk along Linwood Street from the existing residential houses located north of the project limits to the Oak Grove elementary school. The pedestrian pathway provides a separate all weather surfaced pathway connecting the existing sidewalks at the limits of this project.

In recent years there has been significant construction of residential houses in the northwest Visalia area. This growth caused the Visalia Unified School District (VUSD) to construct a new elementary (Denton Elementary) at the corner of Denton and Ferguson to facilitate the need. There were multiple meetings with VUSD and Oak Grove Elementary parents who had expressed the need for a connective pathway along this segment of Linwood Street for students walking to and from school due to the re-boundary efforts by VUSD. The path also serves the general public as pedestrians were forced to walk along the dirt shoulder parallel to the narrow roadway.

The original contract amount for the construction portion for this project was \$137,125. The final cost is \$181,302. The change orders consisted of additional pedestrian safety measures Staff added during construction (AC Dike and Delineators), additional asphalt required, and unforeseen existing structures that were discovered that led to having two change orders.

Change Orders for Linwood Street Pedestrian Pathway

Change Order #1: Change of Scope	\$ 19,950
Change Order #2: Item 1-Balance of Quantities	\$ 22,917
Item 2-Unforseen	\$ 1,310
Total Change Order Cost	\$ 44,177

Changes Orders 1 and 2 were submitted and approved by the Change Order Committee on August 18, 2022 and October 6, 2022, respectively. The Change Order Committee is a non-appointed committee of technical staff who are not directly involved with the project being considered. The Committee reviews the contract change order request for completeness, accuracy, constructability, objectivity, consistency, and overall insight.

Fiscal Impact:

Enhanced Crosswalk at Denton Street and Ferguson Avenue Project (CP0297)

The Enhanced Crosswalk at Denton Street and Ferguson Avenue project is funded by the Measure R Local fund (131) and the Gas Tax fund (111) with a total project budget of \$240,200.

The table below shows the cost summary for the Enhanced Crosswalk at Denton Street and Ferguson Avenue project:

Project Funding:	
Measure R Local fund (131)	\$160,200
Gas Tax fund (111)	<u>\$ 80,000</u>
Total Project Funding:	\$240,200

Project Costs:	
Design Staff Time Cost	\$ 31,600
Design -Consultant Cost (QK Inc.)	\$ 36,760
Construction Cost	\$129,385
Material Testing Cost	\$ 2,228
Surveying Cost	\$ 2,500
Construction Management -Staff Time Cost	<u>\$ 22,000</u>
Total Project Costs:	\$224,473

Summary:	
Total Project Funding:	\$240,200
Total Project Cost:	<u>\$224,473</u>
Budget Surplus (MR Local):	\$ 15,727

Linwood Street Pedestrian Pathway Project (CP0476)

The Linwood Street Pedestrian Pathway project is funded by the Measure R Local fund (131) and the Gas Tax Fund (111) with a total project budget of \$232,000.

The table below shows the cost summary for the Linwood Street Pedestrian Pathway project:

Project Funding:	
Measure R Local fund (131)	\$ 57,000
Gas Tax fund (111)	<u>\$175,000</u>
Total Project Funding:	\$232,000

Project Costs:	
Design Staff Time Cost	\$ 9,300
Design -Consultant Cost (QK Inc.)	\$ 42,943
Construction Cost	\$137,215
Material Testing Cost	\$ 2,228
Surveying Cost	\$ 4,800
Construction Management -Staff Time Cost	<u>\$ 20,000</u>
Total Project Costs:	\$216,486

Change Orders	
Change Order #1	\$ 19,950

Change Order #2	\$ 24,227
Total Change Order Cost	\$ 44,177

Total Project Cost:	<u>\$260,663</u>
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Summary:

Total Project Funding:	\$232,000
Total Project Cost:	<u>\$260,663</u>
Budget Surplus/(Deficit):	(\$ 28,663)

Appropriation Request (Measure R Local - 131)	\$ 29,000
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Staff recommends additional funds in the amount of \$29,000 be appropriated from the Measure R Local Fund to the CP0476 Linwood Street Pedestrian Pathway project to address the budget shortfall. Any remaining funding allocated to these projects will be returned to the funding source once the projects are completed.

Prior Council Action:

June 20, 2022 -

1. City Council authorized the City Manager to award Denton Street at Ferguson Avenue Enhanced Crosswalk and the Linwood Street Pedestrian Pathway projects to Bush Engineering in the amount of \$282,322; and
2. Approved an appropriation of \$50,200 from the Measure R Local Fund to the Enhanced Crosswalk at Denton Street and Ferguson Avenue Project (CP0297).

Alternatives:

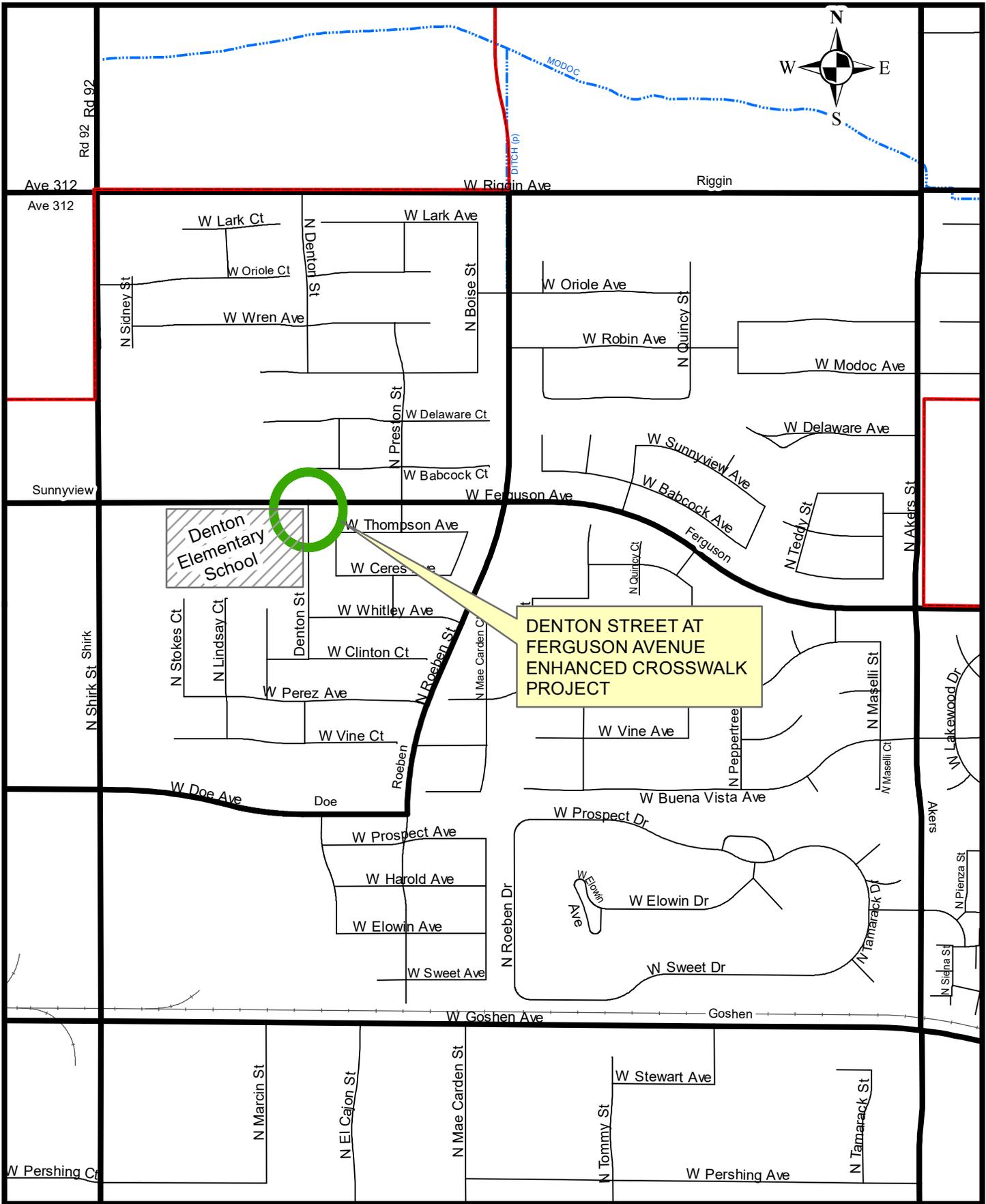
None recommended.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to file a Notice of Completion for; the Enhanced Crosswalk at Denton Street and Ferguson Avenue Project and the Linwood Street Pedestrian Pathway Project and an additional appropriation of \$29,000 from the Measure R Local Fund to the Linwood Street Pedestrian Pathway Project.

Attachments:

1. Project Location Map: Enhanced Crosswalk at Denton St and Ferguson Ave.
2. Project Location Map: Linwood Street Pedestrian Pathway.
3. Contract Disclosure Form.



**DENTON ST. AT FERGUSON AVE.
 ENHANCED CROSSWALK
 PROJECT LOCATION MAP**



CITY OF VISALIA

Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Bush Engineering, Inc.
Firm Address: 518 N. Redington St. Hanford, CA 93230

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

- David A. Bush President, Secretary, Treasurer
- Michael Bush Vice President
- Frank Goulart Senior Project Manager
-
-
-
-
-
-
-

Submitted by: Name: Frank Goulart
Date: June 3, 2022



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0168

Agenda Date: 5/15/2023

Agenda #: 4.

Agenda Item Wording:

Consider for re-appoint two current commissioners for second term on the Parks and Recreation Commission.

Deadline for Action: 5/15/2023

Submitting Department: Community Services

Contact Name and Phone Number: Laurissa Roggenkamp, Recreation Manager 713-4336 and Kelli Kincaid 713-4042

Department Recommendation:

It is recommended that City Council re-appoint Commissioner Monroy and Commissioner Wagner to the Parks and Recreation Commission to serve a second term.

Background Discussion:

Pursuant to Article VII of the Visalia City Charter, the Council, may provide for appointment of the Parks and Recreation Commission five members to serve without compensation, and to act in an advisory capacity to the Council and City Manager in all matters pertaining to parks, playgrounds, and recreation centers.

In accordance with the City Charter, the Parks and Recreation Commission is comprised of five voting members. Pursuant to Visalia Municipal Code 2.12.010 vacancies from any cause on the Parks and Recreation Commission shall be filled by the Council.

The Parks and Recreation Commission is currently comprised of three appointed commissioners; Commission Chair Lisa Walsh (resides in Northwest quadrant), Commissioner Edgardo Monroy (resides in Southwest quadrant), and Commissioner Samantha Wagner (resides in Southeast quadrant).

Commissioner Monroy and Wagner were both appointed June 2021 to serve their first term, both have requested to continue their service on the commission with a second term beginning June 1, 2023 through June 30, 2025. During their first term both Commissioners actively participated in meetings, and each has only been absent twice over the past two years.

Fiscal Impact:

None

Prior Council Action:

6/20/2022 Council appointed Lisa Walsh for her second term and extended Steve Woods for an additional six months. The Council approved recruitment to be opened. 06/21/2021 Council appointed Commissioners

Edgardo Monroy, Samantha Wagner, Veronica Barajas for their first-term.

Other: N/A

Alternatives: Set a date for City Council to conduct interview/evaluations.

Recommended Motion (and Alternative Motions if expected):

I move to approve the reappointment of Edgardo Monroy and Samantha Wagner for their second terms to the Parks and Recreation Commission

Environmental Assessment Status: None

CEQA Review: None

Attachments: None



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0171

Agenda Date: 5/15/2023

Agenda #: 5.

Agenda Item Wording:

Authorize the City Manager to award a sole source purchase order for the repair and replacement of piping components of Digester #4 at the Water Reclamation Facility (WRF) to W.M. Lyles Company for a not to exceed amount of \$284,000 and appropriate an additional \$150,000 from the Wastewater Fund (431) to CIP Digester Cleaning & Equipment Repairs (CP9768).

Deadline for Action: 5/15/2023

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 purchase order for the repair and replacement of piping components of Digester #4 at the Water Reclamation Facility (WRF) to W.M. Lyles Company for a not to exceed amount of \$284,000 and appropriate an additional \$150,000 from the Wastewater Fund (431) to CIP Digester Cleaning & Equipment Repairs (CP9768).

Background Discussion:

In May 2022 the sludge recirculation line to Digester 4 located at the Water Reclamation Facility (WRF) began to leak. To stop the leak and allow for repairs, the levels within Digester 4 needed to be brought down below the point of the leak. As the emergency beds at the Plant were eliminated during the upgrade project, the only way to safely mitigate the issue was to drain the digester contents back to the headworks and recirculate them back through the plant process. This operation was accomplished over several days and lowered the content level to the point of the pipe failure, causing the spray to stop. The recirculation of the sludge caused some adverse reactions within the plant, so the remainder of the digester could not be emptied through this process. At that point, the digester was deemed unusable and taken off-line. To prevent further upset to ongoing operations, staff slowly and incrementally pumped out the remaining contents to lower the sludge level below the entry hatch which allowed staff access for a visual inspection.

In February 2023 a Purchase Order was issued to Wastewater Solids Management Company (WSM) to pump and dewater the remaining sludge and clean the inside of the digester. When the cleaning process was complete and a visual inspection could be performed by staff, it was discovered that several areas of the glass lined ductile iron pipe that circulates the sludge contents within the digester structure had developed large holes, thus rendering the digester completely inoperable. There are a total of 8 digesters at the WRF, and the remaining 7 also need to be dewatered, cleaned, and inspected. This task cannot be completed until Digester 4 is repaired and placed back into operation.

Staff have received bids for the digester cleaning process for the remaining digesters, and requesting the awarding of a contract at a later date.

As W.M. Lyles Company was the contractor for the WRF upgrade and is currently working on the premises to complete the Renewable Power Generation System (RPGS), staff asked them to appraise the damage and provide a quote for the needed repairs. Lyles provided a quote of \$284,000 to replace all the interior glass lined ductile iron pipe as well as the damaged exterior piping components. Staff have also been advised that the lead time to receive all the material is 20-24 weeks. The loss of Digester 4 is causing adverse effects in the plant system and needs to be repaired as soon as possible to prevent any further issues within the WRF.

Fiscal Impact:

Staff is requesting the approval of a sole source purchase order to W. M. Lyles for \$284,000. Funding for the needed repairs will be paid for out of the Digester Cleaning & Equipment Repair Capital Improvement Project (CP9768) budgeted within the Wastewater Fund (431). Currently, CP9768 only has a budget of \$195,040, therefore staff is also requesting an additional appropriation in the amount of \$150,000 from the Wastewater Fund (431), which will increase the total amount budgeted in CP9768 to \$345,040. This will provide additional funding necessary in the event that any unforeseen conditions are encountered, and additional repairs are needed as the work begins.

Alternatives:

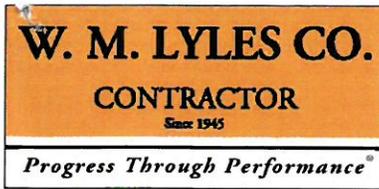
Competitively select a contractor to perform these services via a Request for Proposals (RFP) process through the City's Purchasing Department. (Due to the critical nature and timing of this work, this is not recommended.)

Recommended Motion (and Alternative Motions if expected):

Authorize City Manager to award a sole source purchase order for the repair and replacement of piping components of Digester #4 at the Water Reclamation Facility (WRF) to W.M. Lyles Company for a not to exceed amount of \$284,000 and appropriate an additional \$150,000 from the Wastewater Fund (431) to CIP Digester Cleaning & Equipment Repairs (CP9768).

Attachments:

W.M. Lyles quote



California Contractor's License No. 422390

Date: March 15, 2023

To: City of Visalia
 707 West Acequia Avenue
 Visalia, CA 93291

Attn: Eric Oates

Re: City of Visalia Water Conservation Plant – Remove and Replace Piping Components at Digester No. 04

Mr. Oates,

In response to your request, we are pleased to make the following proposal:

We will furnish all labor, equipment and materials for project as described below:

Item	Description	Qty	Unit	Total Price
1	Remove and Replace Piping Components at Digester No. 04	1	LS	\$284,000.00
	TOTAL			\$284,000.00

Scope of Work

1. Remove and replace selected damaged exterior piping components as follows:
 - a. 1 ea – 12” grooved ductile iron spool (glass-lined and prime coated)
 - b. 1 ea – 12” grooved ductile iron 90-elbow (glass-lined and prime coated)
 - c. 2 ea – 12” grooved (Victaulic) couplings (factory coating)
 - d. 1 ea – 12” grooved flanged-adapter (factory coating)
 - e. 1 ea – 12” bolt, nut and gasket set (316 stainless steel hardware)
2. Remove and replace all interior piping components.
 - a. Existing mixing equipment to be left in place.
 - b. Existing pipe support materials (i.e., straps) will be reused.
3. Finish coating of all pipe materials. If pipe materials do not require a final coating (prime coating only), a deduction of \$20,000 can be offered.

Project Specific Clarifications

1. The City of Visalia had drained and cleaned the digester. The digester must remain empty so Contractor can safely remove and replace components.
2. This proposal is valid for 30 days.
3. This proposal excludes payment and performance bonds. If required, add 0.5% to the price above.
4. Schedule of work is subject to an approved agreeable schedule between the owner and W. M. Lyles Co.
5. This is based on mutually agreeable contract terms and conditions. W. M. Lyles Co. reserves the right to modify this pricing after review of contract verbiage.
6. This proposal is based on standard 8-hour work days. No overtime, weekend, or holiday work has been allowed.
7. This proposal does not include any environmental allowances in the event that special-status plants or species are discovered, or the actions that will be required if such event occurs.
8. This pricing is based on the following exclusions:
 - a. Pumping/draining and cleaning of digester.

- b. Any concrete work (i.e., concrete pipe supports)
- c. All third-party testing and inspections including but not limited to:
 - i. Concrete sampling, cylinders, and testing
 - ii. Compaction testing
 - iii. Special inspections.
- d. Liquidated damages and/or acceleration.
- e. All permits and associated fees including but not limited to:
 - i. Storm water pollution prevention plan, permits, fees or implementation.
 - ii. Dust control plan, permits, fees.
 - iii. California Regional Water Quality Control Board permits, fees, discharge requirements.
 - iv. Encroachment permits
- f. Purchasing, hauling, and/or disposal of construction and testing water.
- g. Survey including, but not limited to:
 - i. Survey monument preservation/replacement.
 - ii. Any Initial or final survey.
 - iii. Control, layout, and staking.
- h. American Iron & Steel (AIS), Buy America, Buy American or any similar domestic material requirements.
- i. Performance Guarantees.

General Terms and Conditions

1. We reserve the right to request financial data to support the Owner's ability to make timely payments for our work and will not start our scope of work until we have received evidence, to our satisfaction, that there are sufficient funds set aside to pay for the work performed and directed. The Owner shall be obligated to disclose all potential lien rights and/or financing party information on the property.
2. This proposal is conditioned upon the use of an industry standard Contract and we reserve the right to suggest and make contractual changes to any Contract with good faith and direct negotiations.
3. This proposal includes costs for typical insurance policies: General Liability (\$2 million/\$4 million) and Automobile (\$2 million) with additional insured as requested along with standard Worker's Compensation (\$1 million) coverage. Additional insurance coverage that is requested or any payment of deductibles may be at an additional cost.
4. By law, the duty to indemnify shall not extend to the acts of willful misconduct, active, passive, or sole negligence, on the part of the Owner or anyone associated with him including design or engineering work submitted for our Scope.
5. If hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditionals are encountered, we will cease all operations and the Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditions that are encountered shall be considered "extra work" under an approved Change Order.
6. Any authorized cost plus or force account work shall be completed under written direction per the agreed time and material section within the contractual documents or in absence, using our annual and most current labor and equipment rates along with our time and material calculation sheet.
7. Any and all claims, controversies or disputes arising out of or relating to this agreement, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the on-site Project Managers and after with the Corporate Officer(s) and authorized representative of the Owner (parties), shall then be submitted to confidential mediation with written notice in accordance with the rules and procedures for mediation then in effect under either JAMS for Mediation or the Construction Industry Mediation Rules of the American Arbitration Association. Continuing claims, controversies or disputes thereafter shall be submitted to binding Arbitration as allowed by California Law.
8. Monthly payments shall be agreed in the final executed contractual documents or as follows; Payment for services rendered by the 15th of each month for 95% of all work performed during the preceding month. Final payment to be made within 35 days after completion and acceptance of our scope of work. Late payments shall incur an interest charged by law or at a minimum rate of eighteen percent (18%) per annum on past-due accounts.

9. Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects for a period of one (1) year from the date of W.M. Lyles Co.'s scope of work completion.
10. All contractual correspondence and payments shall be directed to our Corporate Office at P.O. Box 4377, Fresno, CA 93744.

Thank you for the opportunity in submitting this proposal.

W. M. Lyles Co.

Ruben Moreno Jr.

Ruben Moreno Jr.
Project Executive

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Register of the board, whose address is: Contractor's State License Board, 9835 Goethe Road, P.O. Box 26000, Sacramento, California 95826."



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0174

Agenda Date: 5/15/2023

Agenda #: 6.

Agenda Item Wording:

Authorize the City Manager to award Request for Bids (RFB) 22-23-37, an annual contract for On-Call Concrete Repair/Replacement to Sierra Range Construction of Visalia, CA. for the not to exceed amount of \$200,000, based on proposed unit pricing. This is a one (1) year contract that may be renewed for four (4) consecutive one (1) year periods upon mutually agreed upon terms.

Deadline for Action: 5/15/2023

Submitting Department: Public Works

Contact Name and Phone Number:

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

Nick Bartsch, Public Works Director, nick.bartsch@visalia.city <<mailto:nick.bartsch@visalia.city>>, 713-4052

Department Recommendation:

Staff recommends that the City Manager award an annual contract for On-Call Concrete Repair/Replacement to Sierra Range Construction of Visalia, CA. for the not to exceed amount of \$200,000, based on proposed unit pricing. This is a one (1) year contract that may be renewed for four (4) consecutive one (1) year periods upon mutually agreed upon terms.

Background Discussion:

Staff conducted a competitive bid process for a contractor to supply concrete repair and replacement services on an on-call basis throughout the city (RFB 22-23-27). These services include but are not limited to repair or replacement of sidewalks, curbs and gutters, driveway approaches and bus pads to bring them into compliance with codes and regulations. Additionally, the City offers contracted services to property owners needing concrete work in the right-of-way adjacent to their property frontage. An estimate will be provided to the property owner with a scope of work utilizing the unit bid prices, and if agreeable to the property owner, the Contractor will perform the work. The property owner can either pay the City directly or agree to have the cost of the repairs assessed to their property tax bill in four (4) equal annual installments.

The bid was comprised of twenty-nine (29) standard projects commonly used by the City with a unit cost for each item. Estimated annual quantities were used to project unit prices to the total annual cost. The total annual cost was used to award the bid and the unit costs will be the basis for payment on each future project. These bids include prevailing wage requirements. In some cases, the unit costs of concrete services have doubled, and others have as much as tripled, thus resulting in a significant increase to the "Total Estimated Annual Cost" from the previous contract which dates back to 2015. Unit prices under this contract are also typically much higher than the City's capital projects due to the inefficiencies of small quantities spread throughout the City. In most cases, the contractor is required to remove and replace, or make repairs to, short segments of sidewalk or curb

and gutter in isolated locations.

On April 25, 2023, one (1) bid was received by Purchasing. This bid was submitted by Sierra Range Construction in the amount of \$779,200 for numerous unit-priced items and was based on estimated quantities. Historically, the City has not utilized all items on this list every year, but needed to establish unit pricing so it is available as needs arise. Therefore, a not to exceed amount of \$200,000 per year provides the flexibility for the City's various departments to utilize this contract for concrete repair work as issues arise. Sierra Range Construction has held the contract for the last 15 years. They are very capable, dependable and have an excellent performance history with the City; therefore, it is staff's recommendation that Sierra Range Construction be awarded the contract.

Fiscal Impact:

Funding for these services is budgeted within the Street Maintenance operating budget (3124) in the amount of \$70,000. While the total bid amount of \$779,200 is much higher than the amount budgeted under this account, not all items of work will be performed every year, or necessarily in the quantities estimated. Additionally, some costs will be reimbursed through billing direct to property owners or approved property tax assessments. Ultimately, the unit prices for individual items of work will be utilized and billed accordingly for work that is performed. Staff will address any budget shortfall within the fiscal year if such occurs. This contract may also be used by other departments throughout the City. While work for other departments may be performed under this contract, each department would budget for those costs accordingly within their own operating budget.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to award an annual contract for On-Call Concrete Repair/Replacement to Sierra Range Construction of Visalia, CA. for the not to exceed amount of \$200,000, based on proposed unit pricing. This is a one (1) year contract that may be renewed for four (4) consecutive one (1) year periods upon mutually agreed upon terms.

Attachments:

RFB 22-23-37

RFB 22-23-37 Bid Results



**CITY OF VISALIA
REQUEST FOR BID (“RFB”)**

RFB NO. 22-23-37

**ANNUAL CONTRACT
ON-CALL CONCRETE REPAIR/REPLACEMENT
(CITYWIDE)**

BIDS DUE NO LATER THAN 2:00 PM ON TUESDAY, APRIL 25, 2023

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 Respondent for at least ninety (90) days.

**Advertisement Dates: March 28, 2023
 April 4, 2023**

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I. DEFINITIONS

For the purposes of RFB NO. 22-23-37, 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. 22-23-37.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for on-call services as needed to provide concrete repair and replacement work on City-owned or right-of-way properties.

The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed. No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of Chapter 9 of Division of 3 of the State of California Business Professions Code. This project requires the Contractor to have a Class A, Class B or Class C-8 license to perform all aspects of the work.

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. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

Under the requirements of Labor Code section 1782 passed by SB7 and in compliance with City of Visalia Ordinance 2014-13, this public works project is subject to (Federal or State) prevailing wages as specified in the specifications. See Section III for additional Department of Industrial Relations Requirements which apply to this project.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, 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

Bid documents, forms and Specifications may be obtained free of charge at the Purchasing Division, 707 W. Acequia Street, Visalia, California, or by calling (559) 713-4334, or emailing your request to purchasing@visalia.city.

III. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, Public Works Contractor Registration Program and Project Labor Agreements

Notice is hereby given that this contract is considered a public works 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 (DIR). 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 submitted by unregistered contractors may 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 in 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 its 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 apprenticeable 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 apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

Ten (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>

IV. INSTRUCTIONS

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: Annual Contract for On-Call Concrete Repair/Replacement (Citywide)
RFB NO. 22-23-37
4. Submit each of the required Certifications, Affidavits, Statements and Questionnaires as well as optional waiver(s) to City with the sealed Bid. City will not consider Bids which are not accompanied by the required completed forms.
5. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at visaliapurchasing.org, by calling (559) 713-4334, or by FAX (559) 713-4802. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.city.

Questions regarding this RFB must be received no later than April 19, 2023.

V. SCOPE OF SERVICES/PROJECT

Background: The City of Visalia would like to establish a contract with a Contractor for on-call services as needed to provide concrete work on City-owned or Right-of-Way properties, including, but not limited to curb and gutter repairs, sidewalks, sidewalk grinding, ramps, drive approaches and bus pads. Additionally, the City of Visalia is periodically contacted by property owners seeking concrete work in the Right-of-Way adjacent to their property frontage, including, but not limited to curb returns, sidewalks, ramps and drive approaches.

Contractor's Responsibilities: Contractor shall provide all labor, tools, materials and supervision to complete work as estimated and in a timely fashion. Once the City has provided the awarded contractor with a work order, contractor shall provide scope of work quantities to the Project Manager within fourteen (14) calendar days using the appropriate contracted Unit Bid Price. Upon approval of the scope of work, contractor shall complete the work within thirty (30) calendar days from Authorization to Proceed from Project Manager. All work to be done shall have prior approval of the City of Visalia. Contractor will also be responsible for obtaining and paying for any necessary permits, including traffic control, that may be required by project and scheduling for inspections prior to beginning any work.

On-Call Work consists of:

- a. Demolition and removal of all concrete and debris which should be properly disposed of at the contractor's expense.
- b. Correct any condition contributing to damaging the concrete (settled, raised, etc.). If damage is caused by a tree or other obstruction that the contractor cannot correct, contractor shall work with City staff to correct the condition before replacing the concrete.
- c. Forming, pouring and finishing the concrete, with prior inspection in accordance with all applicable City of Visalia construction and building codes, Improvement Standards and Standard Specifications. (Exhibit D-2)
- d. Removal of forms and property cleanup to the City's satisfaction.

After work is satisfactorily completed, the contractor shall invoice the City, or in some cases the property owner within thirty (30) days of job completion.

All safety practices shall be followed according to OSHA standards. Contractor shall be responsible for cleanup and disposal of all material around site area on a daily basis. All work shall be commensurate with the highest professional standards and shall be performed with the public's safety in mind by a licensed contractor.

VI. PRE-BID AND BID MEETINGS

1. Mandatory Pre-Bid Meeting. Two mandatory pre-Bid meetings will be held at 707 W. Acequia Ave., Visalia, CA. and have been scheduled as follows:

Tuesday, April 11, 2023 @ 10:00 a.m.
Thursday, April 13, 2023 @ 10:00 a.m.

Attendance at **one** of these meeting **is required** to submit a Bid in response to this RFB. Information regarding the project will be provided at that time. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager: Wyndi Ferguson
Department: Public Works

VII. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on **Tuesday, April 25, 2023 at 2:00 p.m.** at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase.
2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VIII. AWARD

1. Most Responsive, Responsible Bidder. A Contract (substantially similar to that attached hereto as Exhibit "C" with Attachments 1-2) shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.
2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

IX. 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 bid 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 accordance with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

X. SPECIAL CONDITIONS

1. Project Administrative Issues

- a. Project. The successful Bidder shall be responsible for providing all materials, labor, equipment and services necessary to fulfill the requirements of this RFB. It is the intent of this RFB and related agreement to describe a functionally complete project.
- b. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes, in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price, or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the City of Visalia Change Order Committee.

Should the Contractor disagree with any terms or conditions set forth in an approved contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Engineer within 15 days after the receipt of the approved contract change order and the procedures outlined in Section 4-1.03 of the Standard Specifications apply.

If a requested change order is sent back to the Contractor for revisions, the Contractor has 15 (fifteen) calendar days to resubmit.

Changes shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such changes as if the altered work had been a part of the original contract. These changes which are for work within the general scope of the contract shall be covered by Change Orders issued by the City. Change orders for altered work shall include extensions of contract time where, in the Project Manager's opinion, such extensions are commensurate with the amount and difficulty of added work.

Excessive altered work shall be covered by supplemental agreement that is subject to funding agency approval as applicable. If the City and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the City reserves the right to terminate the contract with respect to the item and to make other arrangements for its completion.

- c. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.
- d. Extra Work. Contractor is prohibited from doing extra work, unless authorized by the Project Manager Payment for approved Extra Work shall be as agreed to in writing.
- e. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.
- f. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project. The site shall be left in a condition equal to or better than it was prior to beginning the project.

- g. Control of Worksite. Contractor is responsible for worksite safety and for preventing damage to improvements. Worksites must be barricaded or fenced to prevent hazards to the traveling public. Contractor is responsible for vandalism or damage at the worksite that occurs while the worksite is under their control. The contractor shall secure the worksite until all concrete improvements have cured to a state that prevents the improvements from easily being damaged by vandalism, vehicles or pedestrians.

2. City-Contractor Relations

- a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.
- b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.
- c. Project Site/Existing Utilities and Structures.
 - (1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.
 - (2) USA Notification. Contractor shall notify underground service alert ("USA) of times and locations of proposed excavations.
 - i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
 - ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
 - iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so. Water hose outlets at 300 E. Acequia and 222 W. Acequia may be accessed for these services.
- d. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.
- e. Labor
 - (1) Workmanship. Workmanship shall be equal to the best general practice of modern-day practice.
 - (2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.
- f. Control of Materials:
Manufacturer's Directions: Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

- g. Storage of Materials. Materials shall be stored to ensure the preservation of their quality and fitness for the project.

3. Legal Responsibilities.

- a. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws and ensure against discrimination.
- b. 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.

XI. GENERAL CONDITIONS

- 1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

- 2. Post-Closing Date Corrections are prohibited.
- 3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.
- 4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
- 5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.

6. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.
7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.
8. All Bids are the property of the City after submission.
9. City is not responsible for Bid errors and omissions.
10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.
11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.
12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.
13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.
14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.
15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.
16. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.
17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.
18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.
19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.
20. Each Bidder will be required to submit Certifications, Affidavits, Assurances, Statements and Questionnaires which are attached in Exhibit "B".
21. The quantities given on the Bid Proposal 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 but 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 Unit Bid prices.
22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project 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 RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Bids on alternate items. The City reserves the right to award the contract based on the lowest combination or combinations of Bid items and alternate Bid items. In case of a discrepancy between unit price and total, the unit price shall prevail.
24. No mention shall be made in the Bid of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.
25. 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.
26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.
27. The annual contract resulting from this invitation to bid will be administered by the Public Works Department. However, the City's 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.
28. 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 no later than 15 days from the receipt of annual contract.
29. 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 in writing to the Project Manager according to the following timeframe: At least thirty (30) calendar days prior to the annual anniversary date of the agreement but not more than ninety (90) days prior to the annual anniversary date. Requests filed outside of 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. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period. In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for

the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

30. 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.

If the Contractor shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

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 be cause for the City to immediately terminate the agreement for default.

Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

XII. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit "C" with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.
2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
3. State Requirements. Contractor must comply with California Labor Code and California Public Contract Code.
4. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work.
5. Required Bonds: NONE

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

EXHIBIT "A"
BID FORM
RFB NO. 22-23-37
Project: ANNUAL CONTRACT FOR ON-CALL CONCRETE
REPAIR/REPLACEMENT (CITYWIDE)

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-37 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this Bid is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this Bid 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 all prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for accuracy.

BIDDER hereby agrees to execute a contract 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, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

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.

Bid Award shall be awarded based on the **Lowest Total Annual Cost**, to the bidder whose bid is deemed both responsive and responsible and meets all requirements and qualifications specified in the request for bid. The quantities given on the Bid Proposal 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.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

Item	Description (as listed in Scope of Work for RFP 22-23-37)	COV Standard	Unit Price	Est Annual Quantity	Extended Amount
CURB TYPES (projects vary from 3 lf to 200 lf)					
1	Barrier Curb and Gutter Type A2-6	C-4	\$ _____ lf	50 lf	\$ _____
2	Barrier Type Curb and Gutter (Infill & Replacement Only)	C-5	\$ _____ lf	500 lf	\$ _____
3	Roll Type Curb and Gutter (Infill & Replacement Only)	C-6	\$ _____ lf	125 lf	\$ _____
4	Vee Gutter	C-7	\$ _____ lf	50 lf	\$ _____
5	Median Curb Type B1-6, Retaining Curb and Landscape Curb	C-8	\$ _____ lf	25 lf	\$ _____
SIDEWALK TYPES					
6	Sidewalk-Residential with Parkway (projects vary from 12 sf to 200 sf)	C-9	\$ _____ sf	720 sf	\$ _____
7	Sidewalk-Residential Adjacent to Curb (projects vary from 12 sf to 200 sf)	C-10	\$ _____ sf	780 sf	\$ _____
8	Sidewalk-Office/Commercial (projects vary from 20 sf to 200 sf)	C-11	\$ _____ sf	300 sf	\$ _____
CURB RETURNS WITH SIDEWALK CONNECTIONS					
9	20' Radius Curb Return with Sidewalk Connection-Detail 1	C-13	_____ Ea	1	\$ _____
10	20' Radius Curb Return with Sidewalk Connection-Detail 2	C-14	_____ Ea	1	\$ _____
11	20' Radius Curb Return with Sidewalk Connection-Detail 3	C-15	_____ Ea	1	\$ _____
12	30' Radius Curb Return with Sidewalk Connection	C-16	_____ Ea	1	\$ _____
13	35' Radius Curb Return with Sidewalk Connection-Detail 1	C-17	_____ Ea	1	\$ _____
14	35' Radius Curb Return with Sidewalk Connection-Detail 2	C-18	_____ Ea	1	\$ _____
SIDEWALK GRINDING					
15	Grind Concrete Sidewalk on Curb (projects vary from 3 lf to 50 lf)	Exhibit D-3	\$ _____ lf	100 lf	\$ _____
DRIVE APPROACHES					
16	Residential Drive Approach (projects vary from 80 sf to 325 sf)	C-22	\$ _____ sf	325 sf	\$ _____
17	Multi-Family Residential/Office/Commercial Drive Approach (projects vary from 125 sf to 550 sf)	C-23	\$ _____ sf	550 sf	\$ _____
18	Office/Commercial Drive Approach (Alternative-with Curb Returns) (projects vary from 80 sf to 400 sf)	C-24	\$ _____ sf	400 sf	\$ _____
19	Major Commercial Drive Approach 35' Radius Curb Return (projects vary from 120 sf to 1800 sf)	C-26	\$ _____ sf	1800 sf	\$ _____
20	Major Commercial Drive Approach 35' Radius Curb Return Alternative (projects vary from 120 sf to 1800 sf)	C-27	\$ _____ sf	1800 sf	\$ _____
21	Major Commercial Drive Approach 20' Radius Curb Return (projects vary from 100 sf to 1500 sf)	C-28	\$ _____ sf	1500 sf	\$ _____

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

SUBCONTRACTORS

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 approval of the Project Manager.

SUBCONTRACTOR INFORMATION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1.	Subcontractor Name:		Asbestos	Drywall Finisher	Laborers	Roofers
	Business Address:		Boilermaker	Drywall/Lathers	Millwrights	Sheet Metal
	Email Address:		Bricklayers	Electricians	Operating Engineers	Sound/Comm
	CSLB #	Expires:	Carpenters	Elevator Mechanic	Painters	Surveyors
	DIR Registration #		Carpet/Linoleum	Glaziers	Pile Drivers	Teamster
			Cement Mason	Iron Worker	Pipe Trades	Tile Worker
				Plasterers		

2.	Subcontractor Name:		Asbestos	Drywall Finisher	Laborers	Roofers
	Business Address:		Boilermaker	Drywall/Lathers	Millwrights	Sheet Metal
	Email Address:		Bricklayers	Electricians	Operating Engineers	Sound/Comm
	CSLB #	Expires:	Carpenters	Elevator Mechanic	Painters	Surveyors
	DIR Registration #		Carpet/Linoleum	Glaziers	Pile Drivers	Teamster
			Cement Mason	Iron Worker	Pipe Trades	Tile Worker
				Plasterers		

3.	Subcontractor Name:		Asbestos	Drywall Finisher	Laborers	Roofers
	Business Address:		Boilermaker	Drywall/Lathers	Millwrights	Sheet Metal
	Email Address:		Bricklayers	Electricians	Operating Engineers	Sound/Comm
	CSLB #	Expires:	Carpenters	Elevator Mechanic	Painters	Surveyors
	DIR Registration #		Carpet/Linoleum	Glaziers	Pile Drivers	Teamster
			Cement Mason	Iron Worker	Pipe Trades	Tile Worker
				Plasterers		

If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper (providing all of the requested information for each subcontractor) and submit with Bid.

CITY OF VISALIA BUSINESS TAX CERTIFICATE # _____

A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a certificate prior to commencement of work regardless of whether the business address is actually located within the City. Contact the Business Tax Division with questions at (559) 713-4326.

CONTRACTOR'S PERMIT INFORMATION

License Number: _____
License Classification: _____
Expiration Date: _____

DIR REGISTRATION#: _____

CONTRACTOR'S REFERENCES

The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past two (2) years.

<u>Company Name</u>	<u>Address</u>	<u>Tel. No.</u>	<u>Contact</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

<u>Company Name</u>	<u>Address</u>	<u>Tel. No.</u>	<u>Type</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EXHIBIT "B-1"

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has _____ has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-2"

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)**

To Accompany Bid Form

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: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-3"

**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:

EXHIBIT "B-5"

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

To Accompany Bid Form

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:

EXHIBIT "B-6"

**CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE
(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))**

By submission of a Bid, the BIDDER certifies that it has read the "Anti-Kickback Procedures," contained in the RFB and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT "B-7"

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:

EXHIBIT "B-9"

To Accompany Bid

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-10"

To Accompany Bid

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 "B-11"

To Accompany Bid

CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION

**(AIR 42 U.S.C. § 7401 et seq., 40 CFR Part 15.61, 49 CFR Part 18;
WATER: 33 U.S.C. § 1251)**

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: _____

Business Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “C”

S A M P L E (does not need to be submitted with Bid)

**ANNUAL CONTRACT FOR ON-CALL CONCRETE REPAIR/REPLACEMENT (CITYWIDE)
(City of Visalia Bid No. 22-23-37)**

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”.

RECITALS

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 of Visalia reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the Annual Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City’s option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. CITY will be presumed to request renewal unless the CITY delivers a written notice of non-renewal to the CONTRACTOR a minimum of thirty (30) days prior to the renewal date. If the CONTRACTOR elects not to consent to renewal by the CITY, then they must provide the CITY Project Manager with written notice of non-renewal at least thirty (30) 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.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 22-23-37, Annual Contract for On-Call Concrete Repair
Attachment 4	CONTRACTOR’s bid in response to Bid No. 22-23-37

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates (“Scope of Services”):

All work described in Scope of Services in Bid No. 22-23-37.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	\$ Not to exceed contracted bid amount
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

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-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. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

7. 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.

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
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR

Attention: _____

- D. Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. Guarantees and Warranties:**
 - 1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. **ONE YEAR GUARANTEE:** Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.

3. **WARRANTIES:** Warranties required by the Invitation to Bid, or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all work covered by an application for payment will pass to the CITY either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to CITY no later than the time of payment free and clear of all liens.

No materials or supplies for the project shall be purchased by the CONTRACTOR or SUBCONTRACTOR subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies used by it in the project, free from all liens.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to either the CONTRACTOR or its surety. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

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

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

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

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.
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



REQUEST FOR BID (RFB) 22-23-37
Annual Contract for On Call Concrete Repair/Replacement
(Citywide)
BID SUMMARY

Date: 04/25/2023 Time: 2:00 PM

BIDDER'S NAME	LOCATION	TOTAL BID
Sierra Range Construction	Visalia, CA	\$ 779,220.00

Witness: [Signature] Witness: [Signature]
 Witness: [Signature] Witness: _____
 Witness: _____ Witness: _____
 Witness: _____ Witness: _____



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0175

Agenda Date: 5/15/2023

Agenda #: 7.

Agenda Item Wording:

Second reading and adoption of Ordinance No. 2023-02, a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 "Agricultural Land Preservation", Chapter 18.04 "Agricultural Land Preservation Program", to create an agricultural preservation ordinance to implement Visalia General Plan Land Use Policy LU-P-34. The project applies citywide to properties within the Urban Growth Boundary Tiers II and III established by the Visalia General Plan. A Notice of Exemption was prepared for the new ordinance in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15183 (Public Resources Code §21083.3). Notice of Exemption No. 2023-23 disclosed that the Agricultural Land Preservation ordinance will have no additional environmental review based upon the ordinance implementing General Plan Land Use Policy LU-P-34, uniformly on development projects that convert prime farmland and farmland of statewide importance in Urban Growth Boundary Tier II and Tier III.

Deadline for Action: 5/15/2023

Submitting Department: Community Development

Contact Name and Phone Number:

Paul Bernal, Community Development Director, paul.bernal@visalia.city
<<mailto:paul.bernal@visalia.city>>, (559) 713-4025

Department Recommendation:

Staff recommends that the Visalia City Council conduct the second reading and adopt Ordinance No. 2023-02, a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 "Agricultural Land Preservation", Chapter 18.04 "Agricultural Land Preservation Program", to create an Agricultural Preservation Ordinance to implement Visalia General Plan Land Use Policy LU-P-34.

Summary:

On May 1, 2023, the City Council held a public hearing to introduce Ordinance No.2023-02, a request to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 "Agricultural Land Preservation", Chapter 18.04 "Agricultural Land Preservation Program", to create an Agricultural Preservation Ordinance (APO) to implement Visalia General Plan Land Use Policy LU-P-34. During the public hearing, the City Council received a staff report, staff presentation on changes made to the APO based on direction and public comment. After the item was presented and public comments received, the City Council voted 4-0, Vice Mayor Taylor recused, to introduce and adopted Ordinance No. 2023-02, subject to two revisions to the ordinance.

Background Discussion:

On February 24, 2023, the draft APO was publicly advertised and posted for a 32-day public review.

During the public review of the draft APO, the consultant and staff provided the City Council with a detailed overview of the draft APO at the March 6, 2023 Work Session that highlighted key aspects of the APO including: processes for securement of easements; in-lieu fee assessments, process, and remittance; and, monitoring and compliance. During the 32-day public review period, staff received several correspondence e-mails and letters from individuals related to the draft APO. Based on the comments provided by the City Council and the public, the final APO was included as Attachment "A" of Ordinance No. 2023-02 for the City Council's consideration and adoption.

City Council Public Hearing:

On May 1, 2023, the City Council held a public hearing to introduce Ordinance No.2023-02, a request to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 "Agricultural Land Preservation", Chapter 18.04 "Agricultural Land Preservation Program", to create an Agricultural Preservation Ordinance (APO) to implement Visalia General Plan Land Use Policy LU-P-34.

During the public hearing, the City Council received a staff report and staff presentation on key revisions made to the APO based on direction and public comments received during the 32-day public review of the draft APO. Some of the key revisions presented included updating the affordable housing language to include "comply with State Density Bonus Law", inclusion of language for "agricultural land mitigation bank" to offset their conversion of agricultural lands, removal of language that required additional steps to demonstrate that there is no land available within the 10-mile radius and allowing in-lieu fees to be used within the five-county region. In addition, several members provided additional comments in support of the APO, but also requested that some revisions to portions of the APO be revised.

Upon closing the public hearing, the City Council discussed the APO and identified two items for revision. The first item was modifying the definition of "Roadways" to include local roads dedicated for public use. The second item was revising the 5 acre project size exemption to 20 acres as stated in Section 18.04.060.B.2. The City Council introduced and adopted Ordinance No. 2023-02, subject to the two revisions as noted by a 4-0 vote. The revised APO is included as Attachment "A" to Ordinance No. 2023-02.

Fiscal Impact:

On September 19, 2022, the City Council authorized the City Manager to award a contract to Provost & Pritchard Consulting Group of Visalia, CA for the preparation of Agricultural Preservation Ordinance in amount of not to exceed \$150,000. Staff is also seeking if the allocated SB 2 Planning Grant monies can be used for the preparation of this ordinance.

Prior Council Action:

- On May 1, 2023, the City Council held a public hearing to introduce Ordinance No.2023-02. The City Council voted 4-0, Vice Mayor Taylor recused, to introduce and adopted Ordinance

No. 2023-02.

- On March 6, 2023, the City Council received a presentation and update on the release of the draft APO. During the Work Session presentation, the consultant and staff provided an overview of the ordinance and received input from the City Council and community on the content of the draft ordinance.
- On December 5, 2022, the City Council received a presentation and provided direction regarding a series of options for the City Council's consideration ahead of a future adoption of an APO to implement General Plan Land Use Policy LU-P-34.
- On August 18, 2022, the City Council adopted Resolution No. 2022-50 which rescinded the adoption of Resolution No. 2021-44, which approved General Plan Amendment No. 2021-01, a request by the City of Visalia to amend language to General Plan Land Use Policy LU-P-34 by removing the requirement to establish an Agricultural Mitigation Program (AMP) for properties converting prime farmland and farmland of statewide importance within Growth Tiers II and III. The adoption of the resolution to rescind the adoption of Resolution No. 2021-44 was based on the ruling of the Superior Court of the State of California, County of Tulare, which invalidated the City of Visalia's approval to General Plan Amendment (GPA) No. 2021-01 and the related certification of an addendum to a previously certified environmental impact report (EIR).

Other:

None.

Alternatives:

City Council can choose to not conduct the second reading of the ordinances update.

Recommended Motion (and Alternative Motions if expected):

I move to approve the second reading and adopt Ordinance No. 2023-02, approving a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 "Agricultural Land Preservation", Chapter 18.04 "Agricultural Land Preservation Program", to create an agricultural preservation ordinance to implement Visalia General Plan Land Use Policy LU-P-34.

Environmental Assessment Status:

A Notice of Exemption was prepared for the APO in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15183(g)(7) (Public Resources Code §21083.3). Notice of Exemption No. 2023-23 disclosed that the APO requires no additional environmental review based upon the ordinance implementing General Plan Land Use Policy LU-P-34 and that the APO will be uniformly on development projects that convert prime farmland or farmland of statewide importance in Urban Growth Boundary Tier II and Tier III.

CEQA Review:

Notice of Exemption No. 2023-23 was prepared for Ordinance No. 2023-02 in in accordance with

State California Environmental Quality Act (CEQA) Guidelines Section 15183(g)(7) (Public Resources Code §21083.3).

Attachments:

1. Ordinance No. 2023-02 - Agricultural Preservation Ordinance - Title 18 "Agricultural Land Preservation", Chapter 18.04 "Agricultural Land Preservation Program".
2. City Council Introduction and First Reading Staff Report from May 1, 2023.

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA ADOPTING ORDINANCE NO. 2023-02, A REQUEST BY THE CITY OF VISALIA TO ADOPT A NEW TITLE AND CHAPTER TO THE VISALIA MUNICIPAL CODE REFERRED TO AS TITLE 18 “AGRICULTURAL LAND PRESERVATION”, CHAPTER 18.04 “AGRICULTURAL LAND PRESERVATION PROGRAM”, TO CREATE AN AGRICULTURAL PRESERVATION ORDINANCE TO IMPLEMENT VISALIA GENERAL PLAN LAND USE POLICY LU-P-34. THE PROJECT APPLIES CITYWIDE TO PROPERTIES WITHIN THE URBAN GROWTH BOUNDARY TIERS II AND III ESTABLISHED BY THE VISALIA GENERAL PLAN.

WHEREAS, Ordinance No. 2023-02 is a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 “Agricultural Land Preservation”, Chapter 18.04 “Agricultural Land Preservation Program”, to create an agricultural preservation ordinance to implement Visalia General Plan Land Use Policy LU-P-34. The project applies citywide to properties within the Urban Growth Boundary Tiers II and III established by the Visalia General Plan; and

WHEREAS, on September 19, 2022, the preparation of an Agricultural Preservation Ordinance was initiated in response to direction provided by the City Council to begin the preparation of an Agricultural Preservation Ordinance to fulfill General Plan Land Use Element Policy LU-P-34, created during the General Plan Update process in 2014 to assist with mitigating the impacts of the loss of farmland as a result of land use development under the General Plan; and

WHEREAS, the City Council of the City of Visalia on December 5, 2022, received a presentation and provided direction regarding a series of options for the City Council’s consideration ahead of a future adoption of an Agricultural Preservation Ordinance to implement the City’s Agricultural Mitigation Program as outlined in General Plan Land Use Policy LU-P-34; and

WHEREAS, on February 24, 2023, the Draft Agricultural Preservation Ordinance was publicly advertised for review on the City’s Agricultural Preservation Ordinance website for a 32-day public comment review period; and

WHEREAS, on March 23, 2023, the City Council received a presentation and update on the release of the Draft Agricultural Preservation Ordinance and received input from the community on the content of the draft ordinance; and

WHEREAS, the City Council of the City of Visalia, after duly published notice, held a public hearing before said Council on May 1, 2023; and

WHEREAS, the project is exempt under the California Environmental Quality Act (CEQA) Section 15183 (Public Resources Code §21083.3).

NOW, THEREFORE, BE IT RESOLVED the City Council concurs that the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) Guidelines Section 15183 (Public Resources Code §21083.3) and Notice of Exemption No. 2023-23 disclosed that the Agricultural Land Preservation ordinance will have no additional environmental review based upon the ordinance implementing General Plan Land Use Policy LU-P-34, uniformly on development projects that convert prime farmland and farmland of statewide importance in Urban Growth Boundary Tier II and Tier III.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Visalia approves Ordinance No. 2023-02, as shown on Attachment “A” of this Ordinance, based on the following specific findings and evidence presented:

1. That the ordinance is consistent with the Visalia General Plan as the provisions of Title 18 Agricultural Land Preservation, Chapter 18.04 Agricultural Land Preservation Program are established to implement the goals of the City of Visalia General Plan and address the conversion of prime farmland and farmland of statewide importance through the adoption of an agricultural land preservation program. The intent of the agricultural land preservation program is to establish a process for the required preservation of agricultural land through the acquisition of agricultural conservation easements or the payment of an in-lieu fee for projects subject to the provisions of this chapter.
2. That the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) (common sense exemption), as the proposed master plan boundary expansion, change in land use designation, and change in zoning classification will not in and of themselves have an effect on the environment.

ATTACHMENT "A"

AN ORDINANCE OF THE CITY COUNCIL ADOPTING A NEW TITLE AND CHAPTER TO THE VISALIA MUNICIPAL CODE REFERRED TO AS TITLE 18 "AGRICULTURAL LAND PRESERVATION", CHAPTER 18.04 "AGRICULTURAL LAND PRESERVATION PROGRAM" AS FOLLOWS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

Section 1: Enact Title 18 (Agricultural Land Preservation) of the Visalia Municipal Code:

Visalia Municipal Code

Title 18. Agricultural Land Preservation

Chapter 18.04. Agricultural Land Preservation Program

Article 1. General Provisions

Section 18.04.010 Title

This chapter may be cited as the “Agricultural Land Preservation Program” of the City of Visalia.

Section 18.04.020 Purpose and Intent

- A. The provisions of this chapter are established to implement the goals of the City of Visalia General Plan and address the conversion of prime farmland and farmland of statewide importance through the adoption of an agricultural land preservation program. The intent of the agricultural land preservation program is to establish a process for the required preservation of agricultural land through the acquisition of agricultural conservation easements or the payment of an in-lieu fee for projects subject to the provisions of this chapter.
- B. The provisions of this chapter shall only apply to the extent that their application would not violate the constitution or laws of the United States, or of the State of California. The City of Visalia shall apply the chapter to avoid such unconstitutionality or illegality.
- C. Nothing in this chapter shall be construed to abridge or narrow the City of Visalia's police powers. The City Council retains its full power and discretion in its ability to deny a proposed conversion on the basis that the proposed conversion is inconsistent with the public health, safety, or welfare because of the loss of agricultural land or otherwise, which the City is tasked with safeguarding.

Section 18.04.030 Objectives

The objectives of this chapter are to:

- A. Protect agricultural land as a component of the regional economy in the southern San Joaquin Valley, including the City of Visalia.
- B. Preserve agricultural lands from the effects of urban encroachment.
- C. Balance the need for agricultural land conservation with other public goals for the City of Visalia, including the need for housing, commercial, industrial, and infrastructure development.

Section 18.04.040 Interpretation of Provisions

- A. **Authority to Interpret.** Where uncertainty exists regarding the interpretation of any provision of this chapter or its application to a specific site, the Community Development Director (“Director”) shall have the authority and responsibility to interpret such terms, provisions, and requirements.
- B. **Record of Interpretation.** Code interpretations shall be made in writing and shall state the facts upon which the Director relied to make the determination. The Community Development Department shall keep a record of interpretations made pursuant to this chapter on file for future reference.
- C. **Applicability of Interpretation.** Code interpretations shall be applied in all future cases, provided that any interpretation may be superseded by a later interpretation when the Director determines that the earlier interpretation was in error or no longer applicable under the current circumstances.
- D. **Right to Appeal.** A code interpretation by the Community Development Director may be appealed to the City Council. The following procedure shall apply.
 - 1. The applicant or any interested person adversely affected may, upon payment of an appeal fee as may be established by resolution of the Council, appeal any interpretation of the Community Development Director by filing a notice thereof in writing with the city clerk, setting forth in detail the interpretation and the grounds upon which the appeal is based within ten (10) days after the interpretation that is the subject of the appeal. Such notice shall state specifically where it is claimed there was an error or abuse of discretion by the Director.
 - 2. Upon the filing of an appeal, the City Council shall set the matter for hearing. Such hearings shall be held within thirty (30) days after the date of filing the appeal.
 - 3. In holding the hearing on the matter, the Council may receive any and all information pertinent to the matter. Upon the close of the hearing, the Council shall vote to either confirm the decision of the Community Development Director, overturn the interpretation, or confirm the interpretation with modifications, and the Council may continue the item to the next meeting if necessary to direct staff to prepare a conforming resolution with findings, which shall be considered by the Council at the next scheduled Council meeting. In the case of a tie vote, the Community Development Director interpretation shall stand, and shall be considered final as of the date of the Council vote.

Section 18.04.050 Definitions

For the purpose of this chapter, the following definitions shall apply, except where the context of this chapter otherwise expressly requires. The definition of a word or phrase shall apply to any variants of the word or phrase.

“Affordable housing” means housing with an affordable housing cost, as defined in Health and Safety Code Section 50052.5, or affordable rent, as defined in Health and Safety Code Section 50053, for households whose gross income does not exceed 120 percent of the area median income.

“Agricultural buffers” mean areas of permanent vegetation between agricultural land and urban development.

“Agricultural conservation easement” means a conservation easement executed pursuant to Civil Code section 815, et seq. for purposes of agriculture.

“Agricultural processing uses” means operations that transform, package, sort, or grade livestock or livestock products, agricultural commodities, or plant or plant products into goods that are used for the intermediate or final consumption, including goods for nonfood use.

“Conversion” means to develop land through construction or improvement of land associated with approval of a project such that the land may not be converted back to agricultural use.

“Converted land” means the area of land that would be converted as a result of project approval, as calculated in section 18.04.070(A).

“Farmland of statewide importance” is a category of farmland defined by the California Department of Conservation for purposes of the Farmland Mapping and Monitoring Program (FMMP).

“In-lieu fee” means payment in-lieu of direct acquisition of an agricultural conservation easement.

“Preserved land” means that land to be encumbered by an agricultural conservation easement, as determined in section 18.04.070(A).

“Prime farmland” is a category of farmland defined by the California Department of Conservation for purposes of the Farmland Mapping and Monitoring Program (FMMP).

“Project” means a development project requiring an approval action from the City of Visalia that would authorize the construction or operation of buildings or uses. For purposes of this chapter, project does not include annexation of land, redesignation of a planned land use, or rezone action as these actions alone do not authorize development.

“Public facility” means a facility owned or operated by a public, quasi-public, or private entity used for the production, storage, transmission, collection, or treatment of electricity, wastewater, stormwater, water, and refuse, or for the provision of general hospitals, public cemeteries, public schools or open space, including both public and private parks and trails.

“Qualified entity” means an entity qualified and approved to hold agricultural conservation easements in compliance with section 18.04.100.

“Roadways” means freeways, arterials, collectors, and local roads dedicated for public use.

“Southern San Joaquin Valley” means the portions of Madera, Fresno, Kings, Tulare, and Kern counties located within the San Joaquin Valley Air Pollution Control District boundaries.

“Sphere of influence” means the ultimate service area of an incorporated city, as established by the applicable Local Agency Formation Commission.

“Tier II” means the Tier II Urban Development Boundary as defined in the Visalia General Plan.

“Tier III” means the Tier III Urban Growth Boundary as defined in the Visalia General Plan.

Article 2. Program Requirements

Section 18.04.060 Applicability

- A. **Projects Subject to Program.** Projects authorized by the City that would result in the conversion of prime farmland or farmland of statewide importance are subject to the provisions of this chapter, unless exempt in accordance with subsection 18.04.060(B) or excluded in accordance with subsection 18.04.060(C).
- B. **Exemptions.** Projects subject to any of the following criteria are not subject to the provisions of this chapter.
1. **Location.** Projects, or portions thereof, located on lands that are not within the Tier II Urban Development Boundary or the Tier III Urban Growth Boundary.
 2. **Size.** Projects of 20 acres or less in gross area. The City may disallow the use of this exemption if it finds that the subject property has been subdivided into 20-acre or smaller parcels in whole or in part to avoid the preserved land obligation in accordance with this chapter.
 3. **Prior Compliance.** Projects on sites that have demonstrated compliance with the provisions of this chapter for affected acreage.
- C. **Exclusions.** Projects consistent with any of the following criteria are not subject to the provisions of this chapter and shall be excluded from the preserved land obligation as outlined in section 18.04.070(A). Such exclusions may comprise the entire project area or may be a portion of the project area acreage. Only such portion of the project area that falls within any of the following categories shall be excluded.
1. **Farmland Designation.**
 - a. Acreage not designated as prime farmland or farmland of statewide importance on the most recent Farmland Mapping and Monitoring Program (FMMP) map published by the California Department of Conservation.

- b. Acreage that may be designated as prime farmland or farmland of statewide importance on the most recent Farmland Mapping and Monitoring Program (FMMP) map published by the California Department of Conservation but meets at least one of the following standards. Documents demonstrating compliance with one or both standards shall be submitted to the Director for evaluation and determination, which may include concurrence from the Department of Conservation.
 - 1. Land Use. The land is not currently and has not been used for irrigated agricultural production for a minimum of four consecutive calendar years.
 - 2. Soils. The soil type is not listed on the Soil Candidate Listing for Prime Farmland and Farmland of Statewide Importance for Tulare County, as maintained by the Department of Conservation for purposes of the FMMP.
- 2. Project Type or Use.
 - a. Affordable housing projects that comply with State Density Bonus Law.
 - b. Agricultural processing uses.
 - c. Agricultural buffers.
 - d. Public facilities.
 - e. Roadways.

Section 18.04.070 Preservation Requirement

- A. **Determination of Preserved Land Obligation.** The preserved land obligation shall be calculated at a ratio of one acre of preserved land for each acre of converted land. Converted land acreage shall be calculated by determining the applicable project acreage less the acreage of exclusions.
- B. **Method of Preservation.** The preserved land obligation, as established in section 18.04.070(A), shall be preserved through acquisition of an agricultural easement in accordance with section 18.04.080, unless eligible for payment of an in-lieu fee in accordance with section 18.04.090.

Article 3. Methods of Preservation

Section 18.04.080 Acquisition of Agricultural Conservation Easement

- A. **Easement Acquisition.** The applicant shall convey, or arrange for the conveyance of, an area of land meeting its preserved land obligation to a qualified entity for execution of an agricultural conservation easement thereon. This shall include the conveyance of land within an agricultural land mitigation bank. Such land shall meet all requirements for an agricultural conservation easement in accordance with this chapter.
- B. **Eligibility of Land for Easement.** The preserved land shall meet all of the following requirements to be eligible for placement in an agricultural conservation easement.
1. The preserved land shall be located in the southern San Joaquin Valley, with preference afforded to preserved land located within 10 miles of the City limits. The preserved land must be located outside any city's limits and sphere of influence.
 2. The preserved land shall be designated as prime farmland or farmland of statewide importance on the most recent published FMMP map.
 3. The preserved land shall be a minimum of 20 contiguous acres in size.
 4. The preserved land shall be zoned and planned for agricultural uses consistent with the purposes of an agricultural conservation easement.
 5. The preserved land shall have at least one verified source of water.
 6. The preserved land shall not be encumbered by any use or structure that would be incompatible with the purpose of the agricultural conservation easement. Such uses shall be deducted from the total acreage being preserved.
- C. **Terms of Easement.** The agricultural conservation easement shall be consistent with the purpose and intent of this chapter and shall include, at a minimum, the following terms.
1. The agricultural conservation easement prohibits all residential, commercial, or industrial development and any other land uses or activities that substantially impair or diminish the agricultural productive capacity of the preserved land or that are otherwise inconsistent with the conservation purposes of this chapter.
 2. The agricultural conservation easement prohibits the landowner from entering into any additional easement, servitude, or other encumbrance that could prevent or impair the potential agricultural use of the preserved land.

3. The agricultural conservation easement limits the construction of structures to those designed to facilitate agricultural use of the property, except that this division shall not prohibit replacement of an existing home that was present at the time the easement was established so long as the replacement of the home does not prevent the agricultural use of the property. Secondary dwelling units or farmworker housing may also be permitted, so long as the primary use of the property is agricultural.
4. The preserved land to be subject to the agricultural conservation easement will be either obtained from a willing seller or voluntarily conveyed by the applicant.
5. Any existing financial liens or financial encumbrances on the preserved land shall be subordinated to the agricultural conservation easement.
6. The agricultural conservation easement shall be approved by the qualified entity that will hold the easement and executed by all parties with an interest in the preserved land.
7. The agricultural conservation easement is in recordable form and contains an accurate legal description of the preserved land.
8. The agricultural conservation easement names the qualified entity as an intended beneficiary and authorizes it to enforce all terms of the easement.
9. The agricultural conservation easement recites that it is intended to satisfy the preserved land obligation imposed by this chapter and that it is subject to the requirements set forth in this chapter.
10. The agricultural conservation easement provides that if the qualified entity holding the easement ceases to exist, ownership of the easement shall pass to another qualified entity.
11. The agricultural conservation easement has been approved as to form by the City of Visalia, in accordance with section 18.04.080(D).

D. **Approval of Easement.** The City Council shall approve the form and content of all agricultural conservation easements to ensure consistency with this chapter.

1. Should the easement be consistent with a form previously approved by the City Council, the City Council may designate an authorized party to review and confirm consistency of subsequent easements prior to execution by third parties without further approval by the City Council.
2. Should the easement deviate from a form approved by the City Council, the City Council shall review and approve proposed amendments prior to execution by third parties.

- E. **Holder of Easement.** All agricultural conservation easements acquired for purposes of this chapter shall be held by a qualified entity, as determined in section 18.04.100.

Section 18.04.090 Payment of In-Lieu Fee

- A. **Eligibility of In-Lieu Fee Payment.** To be eligible for payment of an in-lieu fee to satisfy the preserved land obligation, either of the following standards must be met.

1. The total preserved land obligation is less than 20 acres.
2. If the total preserved land obligation is 20 acres or more, the applicant must demonstrate at least one of the following to the satisfaction of the City:
 - a. No qualified entity exists;
 - b. The applicant has met with all qualified entities and all such entities are unable or unwilling to assist with the acquisition of an agricultural conservation easement, as certified in writing to the City; or
 - c. Working with a qualified entity, the applicant has made at least one good faith offer to purchase an agricultural conservation easement, but any and all such offers have been declined by the potential seller, as certified in writing to the City.

- B. **Determination of Fee.** The in-lieu fee shall be determined on a case-by-case basis and include the following components. The applicant shall determine the amount of the in-lieu fee with supporting documentation from at least one qualified entity.

1. The purchase price of an agricultural conservation easement, which shall equal 35 percent of the average price per acre of three comparable lands, as confirmed through submittal of an appraisal report prepared by a licensed appraiser with experience in agricultural land appraisal. The appraisal shall be based on the highest and best use of the land without an agricultural conservation easement. The price per acre shall be adjusted for inflation based on an estimate of the time required to acquire the agricultural conservation easement following payment of the in-lieu fee. The price per acre shall be multiplied by the preserved land obligation to determine this component of the in-lieu fee.
2. All transaction costs associated with the acquisition of the agricultural conservation easement, which may include anticipated due diligence and administrative costs.
3. An amount sufficient to establish an endowment for the cost of monitoring, administering, and enforcing the agricultural easement in perpetuity.
4. A reasonable amount to cover additional contingencies.

5. In no event shall the in-lieu fee established pursuant to this section exceed a reasonable estimate of the total of:
 - a. The cost of acquiring and managing the agricultural conservation easement that the applicant would otherwise be required to create to satisfy its preserved land obligation under this chapter; and
 - b. The cost of administering the in-lieu fee.
- C. **Fee Approval and Remittance.** City Council shall approve the amount of the in-lieu fee established under section 18.04.090(B). Approval shall occur prior to remittance of the in-lieu fee directly from the applicant to the qualified entity.
- D. **Use of Fee.** In-lieu fees collected shall be used solely for the acquisition, administration, monitoring, and enforcement of agricultural conservation easements in accordance with this chapter and such easements shall be located within the Southern San Joaquin Valley.
- E. **Reporting Requirements.** The annual report required in section 18.04.100(D) shall include an accounting of the use and status of all in-lieu fees collected in accordance with this program.

Article 4. Monitoring and Compliance

Section 18.04.100 Qualified Entity

- A. **Requirements.** To be considered a qualified entity for purposes of holding agricultural conservation easements in accordance with this chapter, an entity must be a nonprofit public benefit corporation, operating within the state of California, that is qualified to hold conservation easements under California Civil Code section 815.3 and be approved by the City Council for the purpose of holding and managing agricultural conservation easements in accordance with section 18.04.100(B).
- B. **Approval Process.** In considering whether to approve an entity as a qualified entity for purposes of this chapter, the City Council shall consider the following criteria:
 1. Whether the entity's principal purpose includes holding and administering easements for conserving and maintaining lands in agricultural production;
 2. The extent and duration of the entity's involvement in agricultural land conservation within the southern San Joaquin Valley;
 3. Whether the entity has been accredited by the Land Trust Accreditation Commission;
 4. Whether the entity is a member in good standing of an established and widely recognized national or statewide association of land trusts; and

5. Whether the entity's easement template is consistent with the terms of this chapter.
6. Any other information or requirements the City finds relevant under given circumstances.

C. Duties.

1. The qualified entity shall monitor the use of all preserved land subject to agricultural conservation easements held by the entity and enforce compliance with the terms of those agricultural conservation easements.
2. If a qualified entity intends or reasonably expects to cease operations, it shall assign any agricultural conservation easements it holds to another qualified entity.

D. Monitoring and Reporting. The qualified entity shall submit a report to the City on or before February 1 of each year, describing the activities undertaken by the entity under this chapter for the previous calendar year. The report shall describe the status of the agricultural conservation easements for purposes of satisfying the preserved land obligations under this chapter held by the entity, including all costs associated with acquisition of agricultural conservation easements acquired in accordance with this chapter, a summary of all actions taken to enforce its agricultural conservation easements acquired in accordance with this chapter, and an accounting of the amount and use of administrative and in-lieu fees remitted to it by applicants. Confirmation of the accreditation status of the qualified entity shall also be reported. The report shall also include any other applicable reporting requirements as specified by this chapter.

Section 18.04.110 Compliance Review

- A. All preservation methods proposed by an applicant to comply with this chapter shall be reviewed by the Community Development Director for consistency with the terms and purposes of this chapter, except as expressly stated otherwise.
1. The City of Visalia shall not issue any permit directly authorizing or resulting in disturbance to the converted land acreage until the preserved land obligation is satisfied in accordance with this chapter. The preserved land obligation shall be satisfied when:
 - a. The approved agricultural conservation easement has been recorded; or
 - b. When the applicant has remitted the approved in-lieu fee to the qualified entity.
- B. If a court issues a judgement declaring that the purposes of this chapter and of an agricultural conservation easement can no longer be fulfilled by enforcement of that easement, the qualified entity holding that easement may extinguish the easement by selling it to the fee owner of the preserved land, if the following requirements are met:

1. Either the action was not contested and the judgement was entered pursuant to stipulation, or the City of Visalia was a party to the action and stipulated to the judgement; and
2. The qualified entity shall use the proceeds of sale to acquire an agricultural conservation easement in other preserved land in compliance with this chapter.

Section 18.04.120 Severability

If any portion of this chapter is held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have enacted this chapter and each section, division, paragraph, sentence, clause, or phrase thereof even if a portion of the chapter were declared unconstitutional.

Section 2: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is or any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of these Ordinances, 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 3: Construction. The City Council intends these Ordinances to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

Section 4: Effective Date. These Ordinances shall take effect thirty days after its adoption.

Section 5: Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

Agenda Item Wording:

..title

A Public Hearing and First Reading of Ordinance No. 2023-02, a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 “Agricultural Land Preservation”, Chapter 18.04 “Agricultural Land Preservation Program”, to create an agricultural preservation ordinance to implement Visalia General Plan Land Use Policy LU-P-34. The project applies citywide to properties within the Urban Growth Boundary Tiers II and III established by the Visalia General Plan. A Notice of Exemption was prepared for the new ordinance in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15183 (Public Resources Code §21083.3). Notice of Exemption No. 2023-23 disclosed that the Agricultural Land Preservation ordinance will have no additional environmental review based upon the ordinance implementing General Plan Land Use Policy LU-P-34, uniformly on development projects that convert prime farmland and farmland of statewide importance in Urban Growth Boundary Tier II and Tier III.

..body

Deadline for Action: 5/1/2023

Submitting Department: Community Development

Contact Name and Phone Number:

Paul Bernal, Community Development Director, paul.bernal@visalia.city, (559) 713-4025

Department Recommendation:

Staff recommends that the Visalia City Council hold a public hearing, receive a presentation and staff report, and introduce the first reading of Ordinance No. 2023-02, approving a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 “Agricultural Land Preservation”, Chapter 18.04 “Agricultural Land Preservation Program”, to create an Agricultural Preservation Ordinance to implement Visalia General Plan Land Use Policy LU-P-34.

Summary:

The City Council directed staff to prepare an agricultural preservation ordinance to implement General Plan Policy LU-P-34, which required the establishment of an Agricultural Mitigation Program. The adoption of the Agricultural Land Preservation Ordinance (APO) is a necessary step for projects in the Tier II and Tier III growth boundaries to move forward. Based on direction received from the City Council at their March 6, 2023 and December 5, 2022 Work Sessions staff, along with the City’s consultant, prepared a draft APO that was posted for a 32-day public review period and has finalized the APO for the City Council’s review and adoption.

Overview and Changes to Agricultural Land Preservation Ordinance:

On February 24, 2023, the draft APO was publicly advertised and posted for a 32-day public review. During the public review of the draft APO, the consultant and staff provided

the City Council with a detailed overview of the draft APO at the March 6, 2023 Work Session that highlighted key aspects of the APO including: processes for securement of easements; in-lieu fee assessments, process, and remittance; and, monitoring and compliance. During the 32-day public review period, staff received several correspondence e-mails and letters from individuals related to the draft APO. A copy of all correspondence items received is attached as Exhibit “B” to this staff report. Based on the comments provided by the City Council and the public, the final APO is included as Attachment “A” of Ordinance No. 2023-02 for the City Council’s consideration and adoption.

The following are key highlights of the final APO, including a brief overview of revisions made to the draft APO based on comments received:

Articles 1 General Provisions: *Title, Purpose and Intent, Objectives, Interpretation of Provisions, Definitions*

Article 1 contains the purpose of the APO, which is to establish a process for the required preservation of agricultural land through the acquisition of agricultural conservation easements or the payment of an in-lieu fee for development projects. The interpretation section establishes a procedure to address and record interpretations made by the Community Development Director in the implementation of the APO, and also establishes a procedure for code interpretations by the Community Development Director to be appealed to the City Council as defined in Section 18.04.040.D.

One key revision to this section is an update to the “public facility” definition to also include general hospitals and public cemeteries.

Article 2 Program Requirements: *Applicability, Preservation Requirement*

Article 2 outlines which projects are subject to the APO (i.e., development projects that would result in the conversion of prime farmland or farmland of statewide importance), but also identifies which projects would be exempt or excluded. Only one key change to note in this article is found under Section 18.04.060.C.2 “Exclusions, Project Type or Use”. Based on comments received, the “affordable housing project” language was updated to include the following language “*comply with State Density Bonus Law*”.

In addition, the final APO still retains the exemption provision for projects of five acres or less in gross area as being exempt from the APO provisions. Although comments received requested a revision to this section seeking to have the exemption increased to 20 acres to align with the threshold for easement acquisitions, staff retained the 5-acre provision based on staff’s assessment that under the California Environmental Quality Act (CEQA) projects of five acres or less can be exempt from any further CEQA review based on the Class 32 In-fill exemption. Projects greater than 5 acres and up to a maximum of 20 acres would be afforded the option of using the in-lieu fee provision of the ordinance and/or demonstrate compliance with the APO through participation in a “agricultural land mitigation bank” which is addressed in the staff report under the Article 3 discussion below.

Furthermore, the APO retains the “roadways” exclusion as including major roadways as addressed in the Visalia General Plan. The General Plan identifies major roadways as Freeways, Arterials, and Collectors, which are designed to carry significant traffic volumes through the future growth areas of the entire Visalia planning area. Local streets, which were requested to be included as an “exclusion” to the APO requirements as noted in public comment letters received, are not included as these roads are built to serve the proposed development within each of the land use areas.

Article 3 Methods of Preservation: *Acquisition of Agricultural Conservation Easement, Payment of In-Lieu Fee*

Article 3 covers the two methods of preservation, acquisition of conservation easements, which is the preferred method, and the in-lieu fee method. One revision includes the addition of language based on comments received regarding the ability to demonstrate compliance with the APO through use of an “agricultural land mitigation bank”. Use of a land mitigation bank would allow a developer to secure easements within a land mitigation bank to offset their conversion of agricultural lands. Such lands within the mitigation bank are required to meet the same standards of land eligible for agricultural conservation easements, such as location and zoning of the land. However, this additional method of securing easements and/or paying into the land mitigation bank to secure the necessary acreage for the conversion of agricultural land will provide additional flexibility for project proponents to demonstrate compliance with the APO.

Furthermore, the APO language has also been revised to clarify that easements can be obtained within the southern San Joaquin Valley five-county region without first requiring that the project proponent they demonstrate that they have met with qualified entity and the entity is unable to assist with the acquisition of an easement within 10 miles of the City limits. The preference language for easements to be located within the 10-mile radius; however, the additional steps to demonstrate that there is no land available within the 10-mile radius has been removed.

Other provisions of this article include a requirement that conserved land shall be a minimum of 20 contiguous acres in size, shall be zoned and planned for agricultural uses and shall have at least one verified water source. This requirement does not preclude a land trust from requiring more than one source of water through their own due diligence process.

The APO also includes provisions in the event an easement cannot be obtained. Pursuant to Section 18.04.090 of the ordinance, a project proponent may pay an “in-lieu” fee as an alternative to purchasing a conservation easement when certain conditions are met. The in-lieu fee section was amended to be consistent with the easement language as noted in Section 18.04.080 by removing the requirement that limited the use of the in-lieu fee to only Tulare County. The revision, as noted in Section 18.04.090.D, allows the use of the in-lieu fee collected to be used for the acquisition, administration, monitoring, and enforcement of agricultural conservation easements and such easements shall be located within the Southern San Joaquin Valley (i.e., the defined five-county region).

The in-lieu fee will be determined on a case-by-case basis, as this provision has not changed and shall include:

- Purchase price = 35% of the average purchase price per acre of three comparable lands, confirmed through an appraisal report prepared by a licensed appraiser with experience in agricultural land appraisal. The appraisal shall be based on the highest and best use of the land without an agricultural conservation easement (this is consistent with other ordinances established that require an in-lieu fee calculation on a case-by-case basis).
- Transaction costs = closing costs, due diligence, administrative costs.
- Endowment cost = establishment of an endowment for ongoing monitoring, administration, enforcement.
- A reasonable amount to cover additional contingencies.

The in-lieu fee section also requires the City Council to approve the amount of the fee, and payment of the fee will be directly from the project proponent to the qualified entity. Approval shall occur prior to remittance of the in-lieu fee directly from the applicant to the qualified entity.

Article 4 Monitoring and Compliance: *Qualified Entity, Compliance Review, Severability*

Article 4 addresses qualified entities, and identifies qualifications for entities to be considered including: the entity must be a nonprofit public benefit corporation operating within the state of California; the entity is qualified to hold conservation easements under California Civil Code section 815.3.; and, the entity must be approved by the City Council for the purpose of holding and managing agricultural conservation easements in accordance with the APO. In addition, monitoring and reporting by approved qualified entities is required annually. Such reporting shall be submitted to the City by February 1st.

The overall language included in this section remains unchanged with the exception to Section 18.04.110.A.1.b, Compliance Review. This section states that the City of Visalia shall not issue any permit directly authorizing or resulting in disturbance to the converted land acreage until the preserved land obligation is satisfied. The preserved land obligation shall be satisfied when, a. The approved agricultural conservation easement has been recorded, or b. *When the applicant has remitted the approved in-lieu fee to the qualified entity.*

Public Comments Received:

During the 32-day public review comment period for the draft APO, staff received several items of correspondence regarding the draft APO. All comments, e-mails, and letters received are included as attachment Exhibit "B".

Next Steps:

Staff will place the second reading of Ordinance No. 2023-02 on the City Council's next available meeting if the City Council adopts the first reading of Ordinance No. 2023-02. The ordinance will go into effect 30 days from the second reading.

In the interim, if the ordinance is adopted, City staff will continue to process projects in the Urban Growth Boundary Tier II for those land uses eligible, and the Tier III boundary for industrial land, that were placed on hold as result of the City needing to adopt an agricultural preservation ordinance to address the conversion of prime farmland and farmland of statewide importance in Tier II and Tier III. Staff anticipates in the next few months to begin processing several new residential projects through the public hearing process that will incorporate the adopted APO into their conditions of approval, as applicable, to demonstrate compliance with Land Use Policy LU-P-34.

Fiscal Impact:

On September 19, 2022, the City Council authorized the City Manager to award a contract to Provost & Pritchard Consulting Group of Visalia, CA for the preparation of Agricultural Preservation Ordinance in amount of not to exceed \$150,000. Staff is also seeking if the allocated SB 2 Planning Grant monies can be used for the preparation of this ordinance.

Prior Council Action:

- On March 6, 2023, the City Council received a presentation and update on the release of the draft APO. During the Work Session presentation, the consultant and staff provided an overview of the ordinance and received input from the City Council and community on the content of the draft ordinance.
- On December 5, 2022, the City Council received a presentation and provided direction regarding a series of options for the City Council's consideration ahead of a future adoption of an APO to implement General Plan Land Use Policy LU-P-34.
- On August 18, 2022, the City Council adopted Resolution No. 2022-50 which rescinded the adoption of Resolution No. 2021-44, which approved General Plan Amendment No. 2021-01, a request by the City of Visalia to amend language to General Plan Land Use Policy LU-P-34 by removing the requirement to establish an Agricultural Mitigation Program (AMP) for properties converting prime farmland and farmland of statewide importance within Growth Tiers II and III. The adoption of the resolution to rescind the adoption of Resolution No. 2021-44 was based on the ruling of the Superior Court of the State of California, County of Tulare, which invalidated the City of Visalia's approval to General Plan Amendment (GPA) No. 2021-01 and the related certification of an addendum to a previously certified environmental impact report (EIR).

Other:

None.

Alternatives:

The City Council may, in lieu of the recommended motion specified above, consider any of the following alternatives:

1. Refer all or parts of the project back to staff for further review; or
2. Continue the matter to a future City Council hearing for additional information.

Recommended Motion (and Alternative Motions if expected):

..recommendation

I move to introduce the first reading of Ordinance No. 2023-02, approving a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 “Agricultural Land Preservation”, Chapter 18.04 “Agricultural Land Preservation Program”, to create an agricultural preservation ordinance to implement Visalia General Plan Land Use Policy LU-P-34.

..end

Environmental Assessment Status:

A Notice of Exemption was prepared for the APO in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15183(g)(7) (Public Resources Code §21083.3). Notice of Exemption No. 2023-23 disclosed that the APO requires no additional environmental review based upon the ordinance implementing General Plan Land Use Policy LU-P-34 and that the APO will be uniformly on development projects that convert prime farmland or farmland of statewide importance in Urban Growth Boundary Tier II and Tier III.

CEQA Review:

Notice of Exemption No. 2023-23 was prepared for Ordinance No. 2023-02 in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15183(g)(7) (Public Resources Code §21083.3).

Attachments:

1. Ordinance No. 2023-02 - Agricultural Preservation Ordinance – Title 18 “Agricultural Land Preservation”, Chapter 18.04 “Agricultural Land Preservation Program”.
2. Exhibit “B” – Public correspondence received.
3. PowerPoint Presentation

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA ADOPTING ORDINANCE NO. 2023-02, A REQUEST BY THE CITY OF VISALIA TO ADOPT A NEW TITLE AND CHAPTER TO THE VISALIA MUNICIPAL CODE REFERRED TO AS TITLE 18 “AGRICULTURAL LAND PRESERVATION”, CHAPTER 18.04 “AGRICULTURAL LAND PRESERVATION PROGRAM”, TO CREATE AN AGRICULTURAL PRESERVATION ORDINANCE TO IMPLEMENT VISALIA GENERAL PLAN LAND USE POLICY LU-P-34. THE PROJECT APPLIES CITYWIDE TO PROPERTIES WITHIN THE URBAN GROWTH BOUNDARY TIERS II AND III ESTABLISHED BY THE VISALIA GENERAL PLAN.

WHEREAS, Ordinance No. 2023-02 is a request by the City of Visalia to adopt a new title and chapter to the Visalia Municipal Code referred to as Title 18 “Agricultural Land Preservation”, Chapter 18.04 “Agricultural Land Preservation Program”, to create an agricultural preservation ordinance to implement Visalia General Plan Land Use Policy LU-P-34. The project applies citywide to properties within the Urban Growth Boundary Tiers II and III established by the Visalia General Plan; and

WHEREAS, on September 19, 2022, the preparation of an Agricultural Preservation Ordinance was initiated in response to direction provided by the City Council to begin the preparation of an Agricultural Preservation Ordinance to fulfill General Plan Land Use Element Policy LU-P-34, created during the General Plan Update process in 2014 to assist with mitigating the impacts of the loss of farmland as a result of land use development under the General Plan; and

WHEREAS, the City Council of the City of Visalia on December 5, 2022, received a presentation and provided direction regarding a series of options for the City Council’s consideration ahead of a future adoption of an Agricultural Preservation Ordinance to implement the City’s Agricultural Mitigation Program as outlined in General Plan Land Use Policy LU-P-34; and

WHEREAS, on February 24, 2023, the Draft Agricultural Preservation Ordinance was publicly advertised for review on the City’s Agricultural Preservation Ordinance website for a 32-day public comment review period; and

WHEREAS, on March 23, 2023, the City Council received a presentation and update on the release of the Draft Agricultural Preservation Ordinance and received input from the community on the content of the draft ordinance; and

WHEREAS, the City Council of the City of Visalia, after duly published notice, held a public hearing before said Council on May 1, 2023; and

WHEREAS, the project is exempt under the California Environmental Quality Act (CEQA) Section 15183 (Public Resources Code §21083.3).

NOW, THEREFORE, BE IT RESOLVED the City Council concurs that the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) Guidelines Section 15183 (Public Resources Code §21083.3) and Notice of Exemption No. 2023-23 disclosed that the Agricultural Land Preservation ordinance will have no additional environmental review based upon the ordinance implementing General Plan Land Use Policy LU-P-34, uniformly on development projects that convert prime farmland and farmland of statewide importance in Urban Growth Boundary Tier II and Tier III.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Visalia approves Ordinance No. 2023-02, as shown on Attachment “A” of this Ordinance, based on the following specific findings and evidence presented:

1. That the ordinance is consistent with the Visalia General Plan as the provisions of Title 18 Agricultural Land Preservation, Chapter 18.04 Agricultural Land Preservation Program are established to implement the goals of the City of Visalia General Plan and address the conversion of prime farmland and farmland of statewide importance through the adoption of an agricultural land preservation program. The intent of the agricultural land preservation program is to establish a process for the required preservation of agricultural land through the acquisition of agricultural conservation easements or the payment of an in-lieu fee for projects subject to the provisions of this chapter.
2. That the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) (common sense exemption), as the proposed master plan boundary expansion, change in land use designation, and change in zoning classification will not in and of themselves have an effect on the environment.

ATTACHMENT “A”

AN ORDINANCE OF THE CITY COUNCIL ADOPTING A NEW TITLE AND CHAPTER TO THE VISALIA MUNICIPAL CODE REFERRED TO AS TITLE 18 “AGRICULTURAL LAND PRESERVATION”, CHAPTER 18.04 “AGRICULTURAL LAND PRESERVATION PROGRAM” AS FOLLOWS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA:

Section 1: Enact Title 18 (Agricultural Land Preservation) of the Visalia Municipal Code:

Visalia Municipal Code

Title 18. Agricultural Land Preservation

Chapter 18.04. Agricultural Land Preservation Program

Article 1. General Provisions

Section 18.04.010 Title

This chapter may be cited as the “Agricultural Land Preservation Program” of the City of Visalia.

Section 18.04.020 Purpose and Intent

- A. The provisions of this chapter are established to implement the goals of the City of Visalia General Plan and address the conversion of prime farmland and farmland of statewide importance through the adoption of an agricultural land preservation program. The intent of the agricultural land preservation program is to establish a process for the required preservation of agricultural land through the acquisition of agricultural conservation easements or the payment of an in-lieu fee for projects subject to the provisions of this chapter.
- B. The provisions of this chapter shall only apply to the extent that their application would not violate the constitution or laws of the United States, or of the State of California. The City of Visalia shall apply the chapter to avoid such unconstitutionality or illegality.
- C. Nothing in this chapter shall be construed to abridge or narrow the City of Visalia's police powers. The City Council retains its full power and discretion in its ability to deny a proposed conversion on the basis that the proposed conversion is inconsistent with the public health, safety, or welfare because of the loss of agricultural land or otherwise, which the City is tasked with safeguarding.

Section 18.04.030 Objectives

The objectives of this chapter are to:

- A. Protect agricultural land as a component of the regional economy in the southern San Joaquin Valley, including the City of Visalia.
- B. Preserve agricultural lands from the effects of urban encroachment.
- C. Balance the need for agricultural land conservation with other public goals for the City of Visalia, including the need for housing, commercial, industrial, and infrastructure development.

Section 18.04.040 Interpretation of Provisions

- A. **Authority to Interpret.** Where uncertainty exists regarding the interpretation of any provision of this chapter or its application to a specific site, the Community Development Director (“Director”) shall have the authority and responsibility to interpret such terms, provisions, and requirements.
- B. **Record of Interpretation.** Code interpretations shall be made in writing and shall state the facts upon which the Director relied to make the determination. The Community Development Department shall keep a record of interpretations made pursuant to this chapter on file for future reference.
- C. **Applicability of Interpretation.** Code interpretations shall be applied in all future cases, provided that any interpretation may be superseded by a later interpretation when the Director determines that the earlier interpretation was in error or no longer applicable under the current circumstances.
- D. **Right to Appeal.** A code interpretation by the Community Development Director may be appealed to the City Council. The following procedure shall apply.
 - 1. The applicant or any interested person adversely affected may, upon payment of an appeal fee as may be established by resolution of the Council, appeal any interpretation of the Community Development Director by filing a notice thereof in writing with the city clerk, setting forth in detail the interpretation and the grounds upon which the appeal is based within ten (10) days after the interpretation that is the subject of the appeal. Such notice shall state specifically where it is claimed there was an error or abuse of discretion by the Director.
 - 2. Upon the filing of an appeal, the City Council shall set the matter for hearing. Such hearings shall be held within thirty (30) days after the date of filing the appeal.
 - 3. In holding the hearing on the matter, the Council may receive any and all information pertinent to the matter. Upon the close of the hearing, the Council shall vote to either confirm the decision of the Community Development Director, overturn the interpretation, or confirm the interpretation with modifications, and the Council may continue the item to the next meeting if necessary to direct staff to prepare a conforming resolution with findings, which shall be considered by the Council at the next scheduled Council meeting. In the case of a tie vote, the Community Development Director interpretation shall stand, and shall be considered final as of the date of the Council vote.

Section 18.04.050 Definitions

For the purpose of this chapter, the following definitions shall apply, except where the context of this chapter otherwise expressly requires. The definition of a word or phrase shall apply to any variants of the word or phrase.

“Affordable housing” means housing with an affordable housing cost, as defined in Health and Safety Code Section 50052.5, or affordable rent, as defined in Health and Safety Code Section 50053, for households whose gross income does not exceed 120 percent of the area median income.

“Agricultural buffers” mean areas of permanent vegetation between agricultural land and urban development.

“Agricultural conservation easement” means a conservation easement executed pursuant to Civil Code section 815, et seq. for purposes of agriculture.

“Agricultural processing uses” means operations that transform, package, sort, or grade livestock or livestock products, agricultural commodities, or plant or plant products into goods that are used for the intermediate or final consumption, including goods for nonfood use.

“Conversion” means to develop land through construction or improvement of land associated with approval of a project such that the land may not be converted back to agricultural use.

“Converted land” means the area of land that would be converted as a result of project approval, as calculated in section 18.04.070(A).

“Farmland of statewide importance” is a category of farmland defined by the California Department of Conservation for purposes of the Farmland Mapping and Monitoring Program (FMMP).

“In-lieu fee” means payment in-lieu of direct acquisition of an agricultural conservation easement.

“Preserved land” means that land to be encumbered by an agricultural conservation easement, as determined in section 18.04.070(A).

“Prime farmland” is a category of farmland defined by the California Department of Conservation for purposes of the Farmland Mapping and Monitoring Program (FMMP).

“Project” means a development project requiring an approval action from the City of Visalia that would authorize the construction or operation of buildings or uses. For purposes of this chapter, project does not include annexation of land, redesignation of a planned land use, or rezone action as these actions alone do not authorize development.

“Public facility” means a facility owned or operated by a public, quasi-public, or private entity used for the production, storage, transmission, collection, or treatment of electricity, wastewater, stormwater, water, and refuse, or for the provision of general hospitals, public cemeteries, public schools or open space, including both public and private parks and trails.

“Qualified entity” means an entity qualified and approved to hold agricultural conservation easements in compliance with section 18.04.100.

“Roadways” mean those roadways defined in the Transportation Element of the Visalia General Plan.

“Southern San Joaquin Valley” means the portions of Madera, Fresno, Kings, Tulare, and Kern counties located within the San Joaquin Valley Air Pollution Control District boundaries.

“Sphere of influence” means the ultimate service area of an incorporated city, as established by the applicable Local Agency Formation Commission.

“Tier II” means the Tier II Urban Development Boundary as defined in the Visalia General Plan.

“Tier III” means the Tier III Urban Growth Boundary as defined in the Visalia General Plan.

Article 2. Program Requirements

Section 18.04.060 Applicability

- A. **Projects Subject to Program.** Projects authorized by the City that would result in the conversion of prime farmland or farmland of statewide importance are subject to the provisions of this chapter, unless exempt in accordance with subsection 18.04.060(B) or excluded in accordance with subsection 18.04.060(C).
- B. **Exemptions.** Projects subject to any of the following criteria are not subject to the provisions of this chapter.
1. **Location.** Projects, or portions thereof, located on lands that are not within the Tier II Urban Development Boundary or the Tier III Urban Growth Boundary.
 2. **Size.** Projects of five acres or less in gross area. The City may disallow the use of this exemption if it finds that the subject property has been subdivided into five-acre or smaller parcels in whole or in part to avoid the preserved land obligation in accordance with this chapter.
 3. **Prior Compliance.** Projects on sites that have demonstrated compliance with the provisions of this chapter for affected acreage.
- C. **Exclusions.** Projects consistent with any of the following criteria are not subject to the provisions of this chapter and shall be excluded from the preserved land obligation as outlined in section 18.04.070(A). Such exclusions may comprise the entire project area or may be a portion of the project area acreage. Only such portion of the project area that falls within any of the following categories shall be excluded.
1. **Farmland Designation.**
 - a. Acreage not designated as prime farmland or farmland of statewide importance on the most recent Farmland Mapping and Monitoring Program (FMMP) map published by the California Department of Conservation.

- b. Acreage that may be designated as prime farmland or farmland of statewide importance on the most recent Farmland Mapping and Monitoring Program (FMMP) map published by the California Department of Conservation but meets at least one of the following standards. Documents demonstrating compliance with one or both standards shall be submitted to the Director for evaluation and determination, which may include concurrence from the Department of Conservation.
 - 1. Land Use. The land is not currently and has not been used for irrigated agricultural production for a minimum of four consecutive calendar years.
 - 2. Soils. The soil type is not listed on the Soil Candidate Listing for Prime Farmland and Farmland of Statewide Importance for Tulare County, as maintained by the Department of Conservation for purposes of the FMMP.
- 2. Project Type or Use.
 - a. Affordable housing projects that comply with State Density Bonus Law.
 - b. Agricultural processing uses.
 - c. Agricultural buffers.
 - d. Public facilities.
 - e. Roadways.

Section 18.04.070 Preservation Requirement

- A. **Determination of Preserved Land Obligation.** The preserved land obligation shall be calculated at a ratio of one acre of preserved land for each acre of converted land. Converted land acreage shall be calculated by determining the applicable project acreage less the acreage of exclusions.
- B. **Method of Preservation.** The preserved land obligation, as established in section 18.04.070(A), shall be preserved through acquisition of an agricultural easement in accordance with section 18.04.080, unless eligible for payment of an in-lieu fee in accordance with section 18.04.090.

Article 3. Methods of Preservation

Section 18.04.080 Acquisition of Agricultural Conservation Easement

- A. **Easement Acquisition.** The applicant shall convey, or arrange for the conveyance of, an area of land meeting its preserved land obligation to a qualified entity for execution of an agricultural conservation easement thereon. This shall include the conveyance of land within an agricultural land mitigation bank. Such land shall meet all requirements for an agricultural conservation easement in accordance with this chapter.
- B. **Eligibility of Land for Easement.** The preserved land shall meet all of the following requirements to be eligible for placement in an agricultural conservation easement.
1. The preserved land shall be located in the southern San Joaquin Valley, with preference afforded to preserved land located within 10 miles of the City limits. The preserved land must be located outside any city's limits and sphere of influence.
 2. The preserved land shall be designated as prime farmland or farmland of statewide importance on the most recent published FMMP map.
 3. The preserved land shall be a minimum of 20 contiguous acres in size.
 4. The preserved land shall be zoned and planned for agricultural uses consistent with the purposes of an agricultural conservation easement.
 5. The preserved land shall have at least one verified source of water.
 6. The preserved land shall not be encumbered by any use or structure that would be incompatible with the purpose of the agricultural conservation easement. Such uses shall be deducted from the total acreage being preserved.
- C. **Terms of Easement.** The agricultural conservation easement shall be consistent with the purpose and intent of this chapter and shall include, at a minimum, the following terms.
1. The agricultural conservation easement prohibits all residential, commercial, or industrial development and any other land uses or activities that substantially impair or diminish the agricultural productive capacity of the preserved land or that are otherwise inconsistent with the conservation purposes of this chapter.
 2. The agricultural conservation easement prohibits the landowner from entering into any additional easement, servitude, or other encumbrance that could prevent or impair the potential agricultural use of the preserved land.

3. The agricultural conservation easement limits the construction of structures to those designed to facilitate agricultural use of the property, except that this division shall not prohibit replacement of an existing home that was present at the time the easement was established so long as the replacement of the home does not prevent the agricultural use of the property. Secondary dwelling units or farmworker housing may also be permitted, so long as the primary use of the property is agricultural.
4. The preserved land to be subject to the agricultural conservation easement will be either obtained from a willing seller or voluntarily conveyed by the applicant.
5. Any existing financial liens or financial encumbrances on the preserved land shall be subordinated to the agricultural conservation easement.
6. The agricultural conservation easement shall be approved by the qualified entity that will hold the easement and executed by all parties with an interest in the preserved land.
7. The agricultural conservation easement is in recordable form and contains an accurate legal description of the preserved land.
8. The agricultural conservation easement names the qualified entity as an intended beneficiary and authorizes it to enforce all terms of the easement.
9. The agricultural conservation easement recites that it is intended to satisfy the preserved land obligation imposed by this chapter and that it is subject to the requirements set forth in this chapter.
10. The agricultural conservation easement provides that if the qualified entity holding the easement ceases to exist, ownership of the easement shall pass to another qualified entity.
11. The agricultural conservation easement has been approved as to form by the City of Visalia, in accordance with the section 18.04.080(D).

D. **Approval of Easement.** The City Council shall approve the form and content of all agricultural conservation easements to ensure consistency with this chapter.

1. Should the easement be consistent with a form previously approved by the City Council, the City Council may designate an authorized party to review and confirm consistency of subsequent easements prior to execution by third parties without further approval by the City Council.
2. Should the easement deviate from a form approved by the City Council, the City Council shall review and approve proposed amendments prior to execution by third parties.

- E. **Holder of Easement.** All agricultural conservation easements acquired for purposes of this chapter shall be held by a qualified entity, as determined in section 18.04.100.

Section 18.04.090 Payment of In-Lieu Fee

- A. **Eligibility of In-Lieu Fee Payment.** To be eligible for payment of an in-lieu fee to satisfy the preserved land obligation, either of the following standards must be met.

1. The total preserved land obligation is less than 20 acres.
2. If the total preserved land obligation is 20 acres or more, the applicant must demonstrate at least one of the following to the satisfaction of the City:
 - a. No qualified entity exists;
 - b. The applicant has met with all qualified entities and all such entities are unable or unwilling to assist with the acquisition of an agricultural conservation easement, as certified in writing to the City; or
 - c. Working with a qualified entity, the applicant has made at least one good faith offer to purchase an agricultural conservation easement, but any and all such offers have been declined by the potential seller, as certified in writing to the City.

- B. **Determination of Fee.** The in-lieu fee shall be determined on a case-by-case basis and include the following components. The applicant shall determine the amount of the in-lieu fee with supporting documentation from at least one qualified entity.

1. The purchase price of an agricultural conservation easement, which shall equal 35 percent of the average price per acre of three comparable lands, as confirmed through submittal of an appraisal report prepared by a licensed appraiser with experience in agricultural land appraisal. The appraisal shall be based on the highest and best use of the land without an agricultural conservation easement. The price per acre shall be adjusted for inflation based on an estimate of the time required to acquire the agricultural conservation easement following payment of the in-lieu fee. The price per acre shall be multiplied by the preserved land obligation to determine this component of the in-lieu fee.
2. All transaction costs associated with the acquisition of the agricultural conservation easement, which may include anticipated due diligence and administrative costs.
3. An amount sufficient to establish an endowment for the cost of monitoring, administering, and enforcing the agricultural easement in perpetuity.
4. A reasonable amount to cover additional contingencies.

5. In no event shall the in-lieu fee established pursuant to this section exceed a reasonable estimate of the total of:
 - a. The cost of acquiring and managing the agricultural conservation easement that the applicant would otherwise be required to create to satisfy its preserved land obligation under this chapter; and
 - b. The cost of administering the in-lieu fee.
- C. **Fee Approval and Remittance.** City Council shall approve the amount of the in-lieu fee established under section 18.04.090(B). Approval shall occur prior to remittance of the in-lieu fee directly from the applicant to the qualified entity.
- D. **Use of Fee.** In-lieu fees collected shall be used solely for the acquisition, administration, monitoring, and enforcement of agricultural conservation easements in accordance with this chapter and such easements shall be located within the Southern San Joaquin Valley.
- E. **Reporting Requirements.** The annual report required in section 18.04.100(D) shall include an accounting of the use and status of all in-lieu fees collected in accordance with this program.

Article 4. Monitoring and Compliance

Section 18.04.100 Qualified Entity

- A. **Requirements.** To be considered a qualified entity for purposes of holding agricultural conservation easements in accordance with this chapter, an entity must be a nonprofit public benefit corporation, operating within the state of California, that is qualified to hold conservation easements under California Civil Code section 815.3 and be approved by the City Council for the purpose of holding and managing agricultural conservation easements in accordance with section 18.04.100(B).
- B. **Approval Process.** In considering whether to approve an entity as a qualified entity for purposes of this chapter, the City Council shall consider the following criteria:
 1. Whether the entity's principal purpose includes holding and administering easements for conserving and maintaining lands in agricultural production;
 2. The extent and duration of the entity's involvement in agricultural land conservation within the southern San Joaquin Valley;
 3. Whether the entity has been accredited by the Land Trust Accreditation Commission;
 4. Whether the entity is a member in good standing of an established and widely recognized national or statewide association of land trusts; and

5. Whether the entity's easement template is consistent with the terms of this chapter.
6. Any other information or requirements the City finds relevant under given circumstances.

C. Duties.

1. The qualified entity shall monitor the use of all preserved land subject to agricultural conservation easements held by the entity and enforce compliance with the terms of those agricultural conservation easements.
2. If a qualified entity intends or reasonably expects to cease operations, it shall assign any agricultural conservation easements it holds to another qualified entity.

D. Monitoring and Reporting. The qualified entity shall submit a report to the City on or before February 1 of each year, describing the activities undertaken by the entity under this chapter for the previous calendar year. The report shall describe the status of the agricultural conservation easements for purposes of satisfying the preserved land obligations under this chapter held by the entity, including all costs associated with acquisition of agricultural conservation easements acquired in accordance with this chapter, a summary of all actions taken to enforce its agricultural conservation easements acquired in accordance with this chapter, and an accounting of the amount and use of administrative and in-lieu fees remitted to it by applicants. Confirmation of the accreditation status of the qualified entity shall also be reported. The report shall also include any other applicable reporting requirements as specified by this chapter.

Section 18.04.110 Compliance Review

- A. All preservation methods proposed by an applicant to comply with this chapter shall be reviewed by the Community Development Director for consistency with the terms and purposes of this chapter, except as expressly stated otherwise.
1. The City of Visalia shall not issue any permit directly authorizing or resulting in disturbance to the converted land acreage until the preserved land obligation is satisfied in accordance with this chapter. The preserved land obligation shall be satisfied when:
 - a. The approved agricultural conservation easement has been recorded; or
 - b. When the applicant has remitted the approved in-lieu fee to the qualified entity.
- B. If a court issues a judgement declaring that the purposes of this chapter and of an agricultural conservation easement can no longer be fulfilled by enforcement of that easement, the qualified entity holding that easement may extinguish the easement by selling it to the fee owner of the preserved land, if the following requirements are met:

1. Either the action was not contested and the judgement was entered pursuant to stipulation, or the City of Visalia was a party to the action and stipulated to the judgement; and
2. The qualified entity shall use the proceeds of sale to acquire an agricultural conservation easement in other preserved land in compliance with this chapter.

Section 18.04.120 Severability

If any portion of this chapter is held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have enacted this chapter and each section, division, paragraph, sentence, clause, or phrase thereof even if a portion of the chapter were declared unconstitutional.

Section 2: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is or any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of these Ordinances, 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 3: Construction. The City Council intends these Ordinances to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

Section 4: Effective Date. These Ordinances shall take effect thirty days after its adoption.

Section 5: Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

Exhibit “B”

Public Correspondence Received

Paul Bernal

From: michelle m-archdesign.com <michelle@m-archdesign.com>
Sent: Tuesday, March 21, 2023 11:10 AM
To: Paul Bernal
Cc: 1077dave@crinklax.com; Sandra Staats
Subject: Agriculture Ordinance Comments

Good morning Paul,

We understand the intention of the ordinance, but it shouldn't deter development and add to the costly process or timeframe. The current market is impacting home buyers' ability to purchase a home. The added burden of acquiring an easement (cost & lengthy time process) ---will be passed down to consumers, further diminishing the affordability of homes.

Agriculture Ordinance Comments:

Article 2 Program Requirements
C. Exclusions
2. Project Type or Use. Page 5

2. Project Type or Use.

- a. Affordable housing projects, provided that one hundred percent of the project's housing units are affordable through a deed restriction.

Comment: Modify percentage of project requirements from 100% to 50%.

- e. Roadways.

Comment: Request areas of R.O.W. (Right of Way-dedications), local streets, planters, sidewalks, walking paths be added.

Article 3 Methods of Preservation
B. Eligibility of Land for Easement. Page 6

B. Eligibility of Land for Easement. The preserved land shall meet all of the following requirements to be eligible for placement in an agricultural conservation easement.

1. The preserved land shall be located in the southern San Joaquin Valley, with preference afforded to preserved land located within 10 miles of the City limits. The preserved land must be located outside any city's limits and sphere of influence. Prior to consideration of preserved land located beyond 10 miles of the City limits, the applicant must demonstrate at least one of the following to the satisfaction of the City:

Comment: Propose to eliminate 10-mile radius preference, return to original commission workshop recommendation of 5 County allowance. Keep the ordinance simple and timely.

3. The preserved land shall be a minimum of 20 contiguous acres in size.

Comment: Propose that preserved land shall be a minimum of 5 contiguous acres in size, consistent to exception size as noted in Article 2. Section 18.04.060 B.2

5. The preserved land shall have at least one verified source of water.

Comment: Propose to keep verbiage as written in ordinance "at least one verified source of water".

Payment of In-Lieu Fee – Page 8 & 9

A. Eligibility of In-Lieu Fee Payment. To be eligible for payment of an in-lieu fee to satisfy the preserved land obligation, either of the following standards must be met.

1. The total preserved land obligation is less than 20 acres.
2. If the total preserved land obligation is 20 acres or more, the applicant must demonstrate at least one of the following to the satisfaction of the City:
 - a. No qualified entity exists;
 - b. The applicant has met with all qualified entities and all such entities have certified in writing to the City that they are unable or unwilling to assist with the acquisition of an agricultural conservation easement; or
 - c. Working with a qualified entity, the applicant has made at least one good faith offer to purchase an agricultural conservation easement, but any and all such offers have been declined by the potential seller, as certified in writing by the qualified entity.

Comment: Propose to remove item 1 & 2. In their entirety. Making ordinance simple and timely.

B. Determination of Fee. The in-lieu fee shall be determined on a case-by-case basis and include the following components. The applicant shall determine the amount of the in-lieu fee with supporting documentation from at least one qualified entity.

1. The purchase price of an agricultural conservation easement, which shall equal 35 percent of the average price per acre of three comparable lands, as confirmed through submittal of an appraisal report prepared by a licensed appraiser with experience in agricultural land appraisal. The price per acre shall be adjusted for inflation based on an estimate of the time required to acquire the agricultural conservation easement following payment of the in-lieu fee. The price per acre shall be multiplied by the preserved land obligation to determine this component of the in-lieu fee.

Comment: Recommend verbiage be added to "three comparable lands for agricultural use" not Development

- C. **Fee Approval and Remittance.** City Council shall approve the amount of the in-lieu fee established under section 18.04.090(B). Approval shall occur prior to transaction. Upon approval, the in-lieu amount shall be remitted directly from the applicant to the qualified entity.

Comment: Recommend the approval of a flat fee established, based on land value sources (ASFMRA- American Society of Farm Managers and Rural Appraisers, CDFA-USDA's NASS (National Agricultural Statistic Services) that can be monitored and reviewed annually for market fluctuations. Providing the City with an opportunity to keep pace with changing environment, as currently applied to City's master fees.

Comment: Provide verbiage allowing land banking.

Thank you for all of your efforts in making the ordinance a priority for the City.

Michelle Huerta
M Architecture & Design
10100 Kings River Road
Reedley, CA 93654
(559) 408-4200
michelle@m-archdesign.com



From: darlene@drmataconsulting.com
To: [Paul Bernal](#)
Subject: Ag Preservation Ordinance
Date: Tuesday, March 21, 2023 1:38:59 PM

Good Afternoon Paul,

I attended the March 5, 2023 presentation on the Ag Preservation Ordinance and reviewed the ordinance and would like to offer the following comments:

First, Section 18.04.060 (C)(1)(b) states that the property can be excluded if it either hasn't been farmed for four consecutive years or is not on the soil list. My first reading was that use of the word "either" is confusing. Perhaps it should say "one of both of the following." I would also like to know whether the Director can make this decision based on information submitted, or if it must go to the Department of Conservation. It would be clearer if there was a description of when the Department of Conservation would be required to concur.

b. Acreage that may be designated as prime farmland or farmland of statewide importance on the most recent Farmland Mapping and Monitoring Program (FMMP) map published by the California Department of Conservation but does not meet either of the following standards. Documents demonstrating compliance with either or both standards, shall be submitted to the Director for evaluation and determination, which may include concurrence from the Department of Conservation.

1. Land Use. The land is not currently and has not been used for irrigated agricultural production for a minimum of four consecutive calendar years.

2. Soils. The soil type is not listed on the Soil Candidate Listing for Prime Farmland and Farmland of Statewide Importance for Tulare County, as maintained by the Department of Conservation for purposes of the FMMP.

Second, the current Department of Conservation Farmland Finder maps have not been updated since 2018. They are supposed to be updated every two years, so in using these maps, without additional consideration for exclusions, is relying on outdated information. Perhaps there should be another mechanism if those maps are outdated.

Thank you for the opportunity to comment on the proposed ordinance.

Darlene Mata

11878 Avenue 328
Visalia, CA 93291
Ph. 559-334-6888
Fax 559-734-3074

CRS Farming LLC Hayes Ranch Partners

March 24, 2023

City of Visalia Council Members
315 E. Acequia Avenue
Visalia, CA 93291

Dear Council Members,

As farmers, we are strong proponents of property rights. We believe a person should have the right to pursue the best and highest use of their own property. Most businesses go through business cycles and currently the agriculture community is facing several challenges. Notwithstanding this current years' events, farmers are facing major uncertainty regarding water pumping restrictions and availability, along with historically low commodity prices, coupled with record high growing costs. Many farmers will be faced with difficult choices of the best utilization of the land and financial resources.

The Ag community has been good stewards of the land and has historically made great strides to preserve prime farm ground and increase production on what land they have available. Water availability and cost, along with commodity prices, have determined what is viable farm ground. While we truly appreciate all the hard work that the Council and City staff members have put into developing an Ag Mitigation program, we don't think having a Mitigation plan that places easements for perpetuity is a good solution. However, if a plan has to be adopted we agree with the components of the plan that we would like to see as the Tulare County Farm Bureau has stated in their letter to the Council. We have included those points below.

The following summary statements provide our suggested changes to the draft APO:

- The acreage threshold for mitigation should be set at 20 acres or more, a 5-acre project should not trigger the mitigation requirement. If preserved land should be a minimum of 20 contiguous acres in size, then 20-acre minimum should be standardized across the draft.
- The 10-mile radius from town is not reasonable, it will unlikely be possible to locate land of suitable type to be sufficient to comply with the ag mitigation requirements. We recommend removing the 10-mile language.
- Considering the significant changes that SGMA is implementing now, requiring multiple sources of water for agriculture production will be a speculative and untenable situation that may result in the land not being farmable.

- If a water year is substantially limited and the land has no potential to be dryland farmed, will there be consequences for breach of easement covenants?
- The stipulations for using the in-lieu fee should be the same as the mitigation requirement, that it can be applied to land within the 5-county region identified. A landowner should be able to opt in to the in-lieu fee choice without having to incur additional costs to prove that an attempt has been made.
- After consultation with local appraisers, the 35% of average price of three comparable parcels referenced under *Determination of Fee* seems arbitrary and unsupported. Easements are valued based on what rights the property owner is forfeiting. Depending on the location of the easement and the likelihood of development, an easement could cost anywhere from 5% to 50%, with most transactions closer to the lower end. The 35% seems to be an artificial number that could increase costs unnecessarily and hinder economic development for the City of Visalia.
- In-lieu fees should be used to help existing farmers within the City's Sphere of Influence, to provide abatement and clean up services for trash dumping, rural crime, nuisance, trespass, and other challenges that exist for farmers at the edge of urban development.

Again, we appreciate your hard work and diligence in trying to resolve the matter and I am glad to add additional comments at any time if desired.

Sincerely Yours,



Eric Shannon



March 27, 2023

Paul Bernal
Community Development Director
City of Visalia
315 East Acequia Avenue
Visalia CA 93291

Re: Comment letter on Draft Agricultural Preservation Ordinance_02_24_2023, presented to Visalia City Council on March 6, 2023

Dear Mr. Bernal,

The Central Valley Partnership is dedicated to achieving social, racial, environmental and economic justice in the San Joaquin Valley. We recognize land use policies as an important aspect of our mission, especially related to farmland preservation, infill development and the promotion of smart growth principles.

On March 6, 2023, the Visalia City Council received a staff presentation and provided direction on a draft Agricultural Preservation Ordinance (APO) to implement an Agricultural Mitigation Program as outline in its General Plan Policy LU-P-34. While the overall draft APO is sound, there are a few provisions that are cause for concern as they present potential loopholes or are vague enough to threaten effective implementation.

Here are a few of the most noteworthy concerns that we identified:

Article 1. Program Requirements

Section 18.04.060 Applicability

C. Exclusions

1. Farmland Designation

Subsection b1. Land Use – The policy related to “exclusions” from a Prime Farmland or Farmland of Statewide Importance under this section appears to allow deference to Visalia’s Community Development Director for “evaluation and determination” related to whether the farmland may be in compliance with the California Department of Conservation’s assessment of prime farmland. Of particular concern is subsection #1b1, which appears to allow for exclusion if, “The land is not currently and has not been used for irrigated agricultural production for a minimum of four consecutive calendar years.”

By appearing to allow exclusion for lands that have been fallowed is not sufficient to negate the need for them to be included for mitigation for their loss. Even more problematic, such an exemption opens a loophole for landowners to stop irrigating a few years prior to plans to develop land as an attempt to avoid mitigating for the loss of these farmlands. Even without irrigation, the productive capacity of the soils is still present, and some fallowing practices can even improve the productive capacity of farmland. In any case, such an exclusion of these non-irrigated lands for a mere four years is not warranted and threatens the integrity of the overall policy.

Article 3. Methods of Preservation

Section 18.04.080 Acquisition of Agricultural Conservation Easement

B. Eligibility of Land for Easement

1. “The preserved land shall be located in the southern San Joaquin Valley, with preference afforded to preserved land located within 10 miles of the City limits.”

During the presentation of the draft APO, some city council members questioned whether the 10 mile preference for preserving land be given, some seemed to prefer land that was outside of Tulare County. Ideally, such a preference will be retained and emphasize farmland preservation of properties that are proximate to the threatened farmlands located near urbanized centers just outside their spheres of influence. This distinction – of mitigating for the development value of land as well as for its soil characteristics – is also vitally important to establishing the conservation easement value of the farmland being mitigated for under the future APO. At the least, it makes sense that Visalia should seek to make investments in farmland preservation available to Tulare County farmers first and as a priority.

Section 18.04.090 Payment of In-Lieu Fee

B. Determination of Fee

This section of the draft APO is unclear. Already with the in-lieu fee being determined on a case-by-case basis there is a heightened need for specificity and policy direction, which is attempted in subsection #1: “The purchase price of an agricultural conservation easement, which shall equal 35 percent of the average price per acre of three comparable lands as confirmed through submittal of an appraisal report prepared by a licensed appraiser...”

This definition of comparable lands needs clearer definition, particularly associating it with similar soil quality of the farmland being lost to developed, and with the establishment of a mitigation value that accounts for the proximity of farmland in relationship to proximity to the city. In order to purchase agricultural conservation easements of similar characteristics to farmland that is being lost to development, the value of these farmlands needs to account for their higher valuation due to urbanized pressure. In turn, it will be possible to mitigate for like properties to the farmland being consumed.

The Visalia Agricultural Preservation Ordinance of 2023 is a starting point from which future, more robust policies can be enacted in coming years. Given that the establishment of an Agricultural Mitigation Program on a 1:1 ratio of one acre of preserved land for each acre of converted land as a benchmark, it roughly equates to the loss of fifty percent of all farmland in the region. Such losses of farmland threaten the economic and ecological integrity of the region.

With Southern California as a cautionary example, we hope that the city’s APO policy can be strengthened in future years. It is also important that this current policy be established with strong foundations so that it may be emulated by other cities in Tulare County, a task that will also be addressed in subsequent general plan advocacy at those municipalities.

Sincerely,



**Daniel O’Connell
Executive Director
Central Valley Partnership**

From: [Skip Moss](#)
To: [Paul Bernal](#)
Subject: Draft Agricultural Preservation Ordinance Comments
Date: Monday, March 27, 2023 10:11:06 PM
Attachments: [image001.png](#)

You don't often get email from smoss@natural-resources-group.com. [Learn why this is important](#)

Mr. Bernal,

We would like to provide comments on the City of Visalia's Draft Agricultural Preservation Ordinance ("Ordinance"). Natural Resources Group, Inc. is a local company, headquartered in Clovis, CA, that provides mitigation to help offset impacts to many different resources, including losses of farmland. First, we would like to commend the City on taking an important step in helping to preserve the San Joaquin Valley's rich agricultural heritage.

In reviewing the City's proposed ordinance, we wanted to share a couple of thoughts as a mitigation "practitioner", with decades of experience helping project proponents fulfill their mitigation requirements.

- **Location of Mitigation:** The Ordinance in Article 3, Sect. 18.04.080, B.1, states that a preference be afforded to preserved land located within 10 miles of the City limits. Locating the preservation proximally to the lost resource may help the City achieve open space buffers between neighboring communities, but the implementation of geographic restrictions (even preferences) should be implemented with caution. Geographic restrictions often cause the price of preservation within those area to increase. This is because lands within this boundary will immediately be perceived as having additional value or a lack of supply (or perceived lack of supply) will drive price increases that are not in keeping with regional pricing trends. If the price to implement the Ordinance begins to inhibit the ability for the City to achieve other public goals, then it may be difficult for the City to achieve its objective of finding "balance". The preserved farmland should ideally be located in areas that fulfill the Ordinance's other objectives; protecting the regional economy and protecting agricultural lands from urban encroachment.
- **In-Lieu Fee Program:** In-Lieu Fee Programs ("ILF") are a common tool used to offset impacts when more common approaches (like easement acquisition) are difficult or infeasible. The less than 20-acre threshold for participation in the ILF (Article 3, Sect. 18.04.090, A.1) would allow smaller projects to mitigate, where they might have difficulty finding a willing seller of such a small acreage easement. The criteria described in Article 3, Sect. 18.04.090, A.2, provide a relief mechanism when a project proponent is having difficulty sourcing preservation opportunities. Both conditions for using the ILF highlight why ILF programs can be very difficult to successfully implement. ILF's effectively transfer the liability for finding suitable ag preservation from the project proponent, to the City – but the circumstances that created the need for the ILF, may then be encountered by the City as it looks to protect land with the collected fees. ILF programs, especially those implemented by cities and counties, often struggle to acquire sufficient lands to fulfill their commitments. If regional land values are appreciating, the fees collected are almost immediately insufficient to meet those

commitments – especially if acquisition lags fee-collection for any significant amount of time. ILF's are a valuable conservation tool, but programs like "farmland mitigation banks" may fulfill a similar role and not expose the City to the liability of having to implement the preservation.

Thank you for the opportunity to provide input on the City of Visalia's Draft Agricultural Preservation Ordinance. We would be happy to answer any questions the City might have, or provide specific examples related to the comments above. We look forward to working with the City in its ongoing effort to protect the San Joaquin Valley's agricultural heritage.

Thank you,

~Skip Moss
President | Natural Resources Group, Inc.

Richard "Skip" Moss
Natural Resources Group, Inc.
559.804.9833
smoss@natural-resources-group.com
www.natural-resources-group.com



February 2023
Visalia Municipal Code
Title 18. Agricultural Land Preservation

QUESTIONS & COMMENTS

18.04.090 (B)3. Payment of In-Lieu Fee, Determination of Fee:

The term “perpetuity” with respect to this provision is tied to the lifetime of the easement. If the term “perpetuity,” on the other hand, applied to the life of the easement--“a restriction making an estate inalienable perpetually or for a period beyond certain limits fixed by law,” i.e., for as long as the easement exists, then, the provisions for monitoring, administering and enforcing the easement would terminate upon expiration of the easement. For the purpose of clarification, therefore, the Ordinance needs to specify whether qualified easements must be permanent or if they may be merely long term.

18.04.060 (B)3. Applicability, Exemptions, Prior Compliance:

Are such projects exempt because a previous project on the site either had obtained an agricultural easement still in effect or paid an in-lieu fee? Please explain and provide examples of projects on sites that have demonstrated compliance

18.04.060 (C)1.b.1&2 Applicability, Exclusions, Farmland Designation, Land Use and/or Soils:

Why should the ordinance exempt projects proposed on prime farmland that have for any reason been out of production for four years or longer? Isn't fallowed land generally more productive than land planted every year? Why exclude any land suitable for agriculture regardless of its history? Has the City identified such land within its Urban Development Boundaries? Why not require the Director to request validation of a claim of exemption on the basis of soil type?

18.04.060 (C)2 Applicability, Exclusions, Project Type or Use:

What are the justifications for prioritizing each of the specified project types over the value of farmland preservation?

*Affordable Housing

*Agricultural processing Isn't off-site food/fiber processing considered an industrial use?

*Agricultural buffers Please explain this kind of project, the likely proponents, locations & legal instrument used to converted farmland into “permanent” vegetation.

*Public facilities

*Roadways Please give examples of roadway projects and potential applicants. Do these include streets internal to subdivisions?

18.04.080(B)1. Acquisition of Agricultural Conservation Easement, Eligibility of Land for Easement:

Why shouldn't easements be located within a city's sphere of influence, since the City's objective is to preserve farmlands from the effects of urban encroachment? Isn't this provision assuring the encroachment of urban development far beyond the City's urban development boundaries? Certain members of the Council expressed an interest at the second public workshop in assuring unincumbered urban encoachment by exporting its preservation responsibilities far beyond any conceivable future development planning area.

18.04.080(D)1. Acquisition of Agricultural Conservation Easement, Approval of Easement:

Isn't there potential for abuse if the responsibility for reviewing the form of easements for consistency is delegated to a private party?

18.04.110 (A)1.b. Compliance Review:

I don't understand this provision: Is the project applicant who is eligible to pay an in-lieu fee able to break ground within three years of making an in-lieu fee payment or not until three years or less have passed after making such payment? When is the obligation satisfied “if the in-lieu fee is [not] used to acquire an agricultural conservation easement?”

There needs to be provisions in the ordinance to retroactively subject projects to its requirements which are located in Tier II and which were unlawfully approved in violation of the Agricultural Preservation Mitigation Measures in the City’s General Plan. The ordinance should also include an appendix containing the list of those projects which is made available for public review prior to adoption by the City Council.

Respectfully submitted,
Don Manro
523 North O Street
Tulare CA 93274



March 24, 2023

Paul Bernal, City Planner
The City of Visalia
315 E. Acequia
Visalia, CA 93291

Re. Visalia Municipal Code Title, 18 Agricultural Land Preservation, Chapter 18.04
Agricultural Land Preservation Program

Dear Mr. Bernal,

Sequoia Riverlands Trust (SRT) is a California Nonprofit Corporation public benefit corporation that has protected more than 43,300 acres of natural lands across the southern San Joaquin Valley through the establishment of nature preserves and of conservation easements on agricultural and other working lands. As an accredited land trust, SRT holds 75 conservation easements on approximately 26,000 acres of land—mainly working farms and ranches—as well as ten deed restrictions on 4,100 acres in and around the Carrizo Plain. SRT respectfully submits the following comments to the proposed Draft Agricultural Preservation Ordinance as submitted to the City Visalia Council on March 6, 2023, for your consideration;

Article 1. General Provisions

Section 18.04.020 Purpose and Intent

- SRT suggests the City of Visalia (City) consider including the option for the purchase of credits in an Agricultural Land Mitigation Bank as an acceptable form of mitigation.

Section 18.04.050 Definitions

- SRT suggests including a definition for Agricultural Land Mitigation Bank.

Article 2. Program Requirements

Section 18.04.070 Preservation Requirements

- B. Methods of Preservation
 - SRT suggests including purchasing credit in an Agricultural Land Mitigation Bank as an acceptable requirement.

Article 3. Methods of Preservation

Section 18.04.080 Acquisition of Agricultural Conservation Easement

- B. Eligibility of Land for Easement
 - SRT suggests that the applicant be the entity to certify in writing. The qualified entity does not have a contractual obligation or any protection.

- C. Terms of Easement
 - 5. SRT suggests narrowing this requirement to any and all financial liens or financial encumbrances shall be subordinated to the conservation easement. It would put an undue burden on the Landowner to obtain subordination for easement holders.

 - 11. SRT suggests the City sign the Conservation Easement stating that it has satisfied the Agricultural Preservation Ordinance and is accepted to form.

- Additional term:
 - SRT suggests the City consider allowing for Secondary Dwellings or Farm worker housing. Various Grant programs funded through, The California Department of Conservation for the protection of Agricultural lands require the conservation easement allow provide for this. For reference and consideration we have included the following as contained in the Round 9 Sustainable Agricultural Lands Conservation Protection Program Draft Guidelines:

Additional Requirements and Considerations

Single Family Residences, Secondary Dwelling Units, and Farm Worker Housing

Each single-family residence reserved in the deed is limited to a maximum living area that is consistent with grantee's policies, local building codes, and the surrounding neighborhood. The residence must not significantly impair the conservation purpose of the deed.

The California Legislature has enacted numerous policies to address the state's shortage of housing, particularly affordable housing. Easements funded through this program shall not prohibit either secondary dwelling units or farmworker housing. Any easement restrictions on these dwellings cannot be more restrictive than California Government Code section 65852.2 or California Health and Safety Code section 17021.6, respectively.

Section 18.04.090 Payment of In-Lieu Fee

- A. Eligibility of In-Lieu Fee
 - 2. b. & c. The applicant should be the entity required to certify in writing. The qualified entity does not have a contractual obligation or any protection.

- B. Determination of Fee
 - 1. SRT suggests clarification as to what land is being appraised. Is the land subject to development the land required to be appraised as conserved with an agricultural conservation easement?
- C. Fee Approval and Remittance
 - SRT suggests clarifying the transaction referred to in the sentence "Approval shall occur prior to transaction".
- D. Use of Fee
 - SRT suggests the reference to agricultural easement be revised to refer to conservation easements in plural.

Article IV Monitoring and Compliance

Section 18.04.100 Qualified Entity

- D. Monitoring and Reporting
 - SRT suggests that this more generally require the qualified entity to conduct annual monitoring for compliance with easement conditions. The qualified entity shall submit their annual monitoring report on their usual form to the City before February 1 of the year. The report will also include a reporting of the stewardship endowment monies held, and any In-Lieu Fees for the purpose of meeting the requirement of this Ordinance.

Section 18.04.110 Compliance Review

- A. 1 b.
 - Please clarify this paragraph.

Sequoia Riverlands Trust thanks you for your time and consideration. We look forward to working with the City of Visalia to protect and preserve our valuable agricultural lands, and please feel free to reach out to us for further consultation on this ordinance or on agricultural conservation easements in general.

Sincerely,



Logan Robertson-Huecker, PhD
Executive Director



TULARE COUNTY FARM BUREAU

Mission: to promote and enhance the viability of Tulare County agriculture.

March 24, 2023

City of Visalia Council Members
Attn: Paul Bernal
315 E. Acequia Avenue
Visalia, CA 93291

Dear Council Members, and Mr. Bernal:

Tulare County Farm Bureau is a tax exempt, non-governmental membership association representing more than 1,100 farmers and ranchers in Tulare County. We have long held the belief that agriculture mitigation is not a real solution for the protection of farmland. Easements held in perpetuity with the changing landscape of our industry, and particularly the uncertainty of the Sustainable Groundwater Management Act (SGMA) laws creates significant concerns about how to implement an Ag Preservation Ordinance.

The face of California agriculture is changing rapidly. The industry is under constant threat, with onerous laws and regulations adding complexity and uncertainty to a landowner in determining their best practices for farming and remaining a viable business. Low commodity prices coupled with increasing labor costs, water costs, governmental regulations, and supply costs are contributing factors that makes farming risky and unpredictable. Whether the City re-initiates an agriculture preservation ordinance or not, these are facts, and the industry is having to make difficult choices about land use, in light of those issues. This clouds the discussion around whether agriculture mitigation in fact helps or hinders the long term preservation of farmland. The City of Visalia knows this well, and firsthand, with their own involvement in farming and land holdings of walnuts and pecans.

As much as weather is a variable, farming itself and commodities prices are cyclical too and dependent on a variety of factors. It should be acknowledged by the City and staff, that many of these changes are out of the hands of the landowners and farmers to control. One year they may be able to farm and the next they cannot. The City Council and it's staff need to incorporate flexibility be able to make changes to the ordinance as the realities of farming changes year to year. Tulare County Farm Bureau is committed to helping ensure viability for farmers and ranchers, but protecting their ability to farm is under constant threat. It seems like an overburdensome request to preserve every acre of farmland within Tier II and III, when farmers are currently trying to simply preserve their livelihoods. Contemplating the need to permanently set aside land for preservation of farming, when other farmland may be idled or their ability to farm extinguished is challenging. President Dwight D. Eisenhower once said, "*Farming looks mighty easy when your plow is a pencil and you're a thousand miles from the corn field.*" Often times we see outside interests seeking to influence the ag preservation policy who have little to no knowledge of what it takes to make a farm and the land profitable.

In speaking with a local land appraiser, they offered, that the size of a property plays a key role in its ability to produce enough agricultural goods and services to constitute the economic feasibility of that property. In the local Tulare County market, parcels less than 20 acres in size have a different highest and best use than that of a 100-acre property. Properties under 20 acres are desirable in the market for rural residential development. Rural residential properties tend to sell for higher prices than larger properties because the buyers are not purchasing these properties based on their agricultural income producing ability, but for their residential desires. When it comes to farming, efficiencies are gained when the cost can be divided over a larger acreage. Small properties do not have this luxury and are not truly capable of producing enough income on a stand-alone basis to cover the basic input costs associated with farming. Therefore, small farms are not usually considered economically viable farming units. If a property that small is not considered economically viable, then why

should it be required to be preserved in perpetuity for agriculture? In order to preserve agriculture, it should first be determined that it is considered viable for agriculture. Consideration should be given to only preserving true agricultural properties, and not rural residential properties. Although there is not an industry standard on size, feasibility for production is usually much larger than 20 acres.

The following summary statements provide our suggested changes to the draft APO:

- The acreage threshold for mitigation should be set at 20 acres or more, a 5-acre project should not trigger the mitigation requirement. If preserved land should be a minimum of 20 contiguous acres in size, then 20-acre minimum should be standardized across the draft.
- The 10-mile radius from town is not reasonable, it will unlikely be possible to locate land of suitable type to be sufficient to comply with the ag mitigation requirements. We recommend removing the 10-mile language.
- Considering the significant changes that SGMA is implementing now, requiring multiple sources of water for agriculture production will be a speculative and untenable situation that may result in the land not being farmable. It should be noted, that SGMA is changing agricultural land uses quicker than the State Dept. of Conservation's FMMP can even track, and farmers are already having to fallow lands that lack sufficient water.
- The stipulations for using the in-lieu fee should be the same as the mitigation requirement, that it can be applied to land within the 5-county region identified. A landowner should be able to opt in to the in-lieu fee choice without having to incur additional costs to prove that an attempt has been made.
- After consultation with local appraisers, the 35% of average price of three comparable parcels referenced under *Determination of Fee* seems arbitrary and unsupported. Easements are valued based on what rights the property owner is forfeiting. Depending on the location of the easement and the likelihood of development, an easement could cost anywhere from 5% to 50%, with most transactions closer to the lower end. The 35% seems to be an artificial number that could increase costs unnecessarily and hinder economic development for the City of Visalia.
- Utilizing the in-lieu fees solely for acquiring agricultural conservation easements burdens all Tulare County farmers. Instead, draft language should be modified or in-lieu fees earmarked to help the existing farmers to continue farming within the City's urban development boundaries or sphere of influence. The entire purpose and intent of the Agricultural Land Preservation Program is to preserve prime agricultural land and what better way to do that than by assisting those who are farming. In-lieu fees should be used to help existing farmers within the City's Sphere of Influence, to provide abatement and clean up services for trash dumping, rural crime, nuisance, trespass, and other challenges that exist for farmers at the edge of urban development.

Tulare County Farm Bureau was founded in 1917, right here in Visalia. We are a non-profit organization made up of agricultural producers in Tulare County who understand farming and ultimately rely on its success. Our organization wants nothing more than to preserve prime farmland and continue to produce high-quality crops that provide food and fiber to more than 90 countries throughout the world, however, we feel strongly that this new ordinance is not helping to accomplish that goal. If you want to better understand the challenges facing farmers, specifically Visalia area farmers, please don't hesitate to contact our office.

Sincerely,



Tricia Stever Blattler
Executive Director



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0176

Agenda Date: 5/15/2023

Agenda #: 8.

Agenda Item Wording:

Authorize the City Manager to execute a new sole source contract with Ruckstell California Sales Co. for service, repair, and parts for refuse truck bodies including Heil, Mammoth and Edge bodies, and Tommy Liftgates. This contract will be for one year, with 4 one-year optional renewals with a not to exceed amount of \$400,000 per year, \$2,000,000 over the life of the contract.

Deadline for Action: 5/15/2023

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 sole source contract with Ruckstell California Sales Co. for service, repair, and parts for Tommy pick-up truck liftgates, Heil side-loader refuse truck bodies, Mammoth front-loader refuse truck bodies and Edge roll-off refuse truck bodies. This contract will be for one year, with 4 one-year optional renewals with a not to exceed amount of \$400,000 per year, \$2,000,000 over the life of the contract.

Background Discussion:

Ruckstell California Sales Co. is the only authorized franchise dealer in the Central Valley for service, repair, and parts for Tommy pick-up truck liftgates, Heil side-loader refuse truck bodies, Mammoth front-loader refuse truck bodies, and Edge roll-off refuse truck Bodies. The City of Visalia currently has over 70 of these types of solid waste refuse truck bodies in use. In an effort to maintain consistency and the reliability of its fleet, the ability to service, repair and purchase replacement parts for this specialty equipment is critical. In many cases, this is only possible through the utilization of a contract through a factory authorized dealer.

On average, over the past four years, the City has spent over \$300,000 per year on related parts and service. At the current rate, with increased prices of equipment and parts, the City is on track to exceed \$360,000 in the current fiscal year.

Fiscal Impact:

This contract will have a not to exceed amount of \$400,000 per year, \$2,000,000 over the life of the contract. 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

Alternatives:

These services could be competitively bid via the Request for Proposals (RFP) process through the City's Purchasing Department. (As the only authorized franchise dealer for these parts and services, Ruckstell California Sales Co. would be the only qualified proposer.)

Recommended Motion (and Alternative Motions if expected):

Authorize the City Manager to execute a new sole source contract with Ruckstell California Sales Co. for service, repair, and parts for Tommy pick-up truck liftgates, Heil side-loader refuse truck bodies, Mammoth front-loader refuse truck bodies and Edge roll-off refuse truck bodies. This contract will be for one year, with 4 one-year optional renewals with a not to exceed amount of \$400,000 per year, \$2,000,000 over the life of the contract.

Environmental Assessment Status:

N/A

CEQA Review:

N/A

Attachments:

N/A



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0178

Agenda Date: 5/15/2023

Agenda #: 9.

Agenda Item Wording:

Authorize the City Manager to execute a Restricted Grant Agreement between the City of Visalia and the California Department of Transportation, as well as any future amendments, for the North Visalia Beautification Project application to be submitted to the Clean California Local Grant Program and appropriate \$3.1M, contingent upon grant award. Resolution No. 2023-16 required.

Deadline for Action: 05/31/2023 Grant Deadline.

Submitting Department: Administration - CIP Engineering

Contact Name and Phone Number:

Dolores Verduzco, Financial Analyst, Dolores.Verduzco@Visalia.City, (559) 713-4540

Diego Corvera, Civil Engineer, Diego.Corvera@Visalia.City, (559) 713-4209

Frank Senteno, City Engineer, Frank.Senteno@Visalia.City (559) 713-4331

Nick Mascia, Assistant City Manager, Nick.Mascia@Visalia.City, (559) 713-4323

Department Recommendation:

Staff recommends that the City Council authorize the following:

1. Authorize the City Manager to execute a Restricted Grant Agreement between the City of Visalia and the California Department of Transportation, as well as any future amendments, for the North Visalia Beautification Project application submitted to the Clean California Local Grant Program through Resolution No. 2023-16; and
2. Appropriate \$3,100,000 in grant funds, contingent upon award.

Adoption of the resolution will expedite the grant process should the City of Visalia be successful in securing the grant. The grant application guidelines recommend passing the resolution as part of the application.

Background Discussion:

City Council approved on April 17, 2023 authorization for the City Manager to submit a grant application to the Clean California Local Grant Program, Cycle 2 Call for Projects, for the North Visalia Beautification Project.

Staff recommends adoption of the attached resolution, authorizing the City Manager to enter into an agreement with the California Department of Transportation (Caltrans) for this specific project in order to reduce the length of time between receiving notice of award of grant funds and execution of the grant agreement.

Although, the resolution is not required to be submitted along with the project application to the Clean CA Local Grant Program, it is recommended that local agencies obtain an approved resolution prior

to receiving notice of award. Notice of award of grant funds is anticipated to be announced in September 2023 for Cycle 2 of the Clean CA Local Grant Program. Caltrans staff noted that in Cycle 1, it took an average of six months to execute a Restricted Grant agreement between an awardee and Caltrans mainly due to the amount of time it can take an awardee to obtain an approved resolution. An adopted resolution is required for execution of the grant agreement. Project funds will not become available for expenditure until the Restricted Grant Agreement has been executed.

Moreover, for projects that do receive an award of funds, there is an accelerated timeframe to complete the project. If awarded, project funds must be expended by June 30, 2026. Also, the project must be complete and open to the public by that date. According to the Clean CA Local Grant Program Guidelines, no time extensions will be granted beyond June 30, 2026. Given the project size, this is as an aggressive project schedule to meet. In consideration that time extensions will not be permitted, any delays in implementing the project may significantly impact the overall project schedule and delivery of the project by June 30, 2026.

In addition, staff recommends the appropriation of grant funds, contingent upon grant award, to allow staff to begin project eligible activities immediately following execution of the grant agreement.

By not having the resolution ready upon receiving notice of award and appropriating grant funds, this will add several months to the project schedule. Therefore, staff recommends adoption of the resolution and appropriation of grant funds, contingent upon grant award,

Proposed Project:

Staff will submit a project application to the Clean CA Local Grant Program for the North Visalia Beautification project. This project will focus on beautification improvements along Court Street and NE 3rd Avenue from State Route 63 (Dinuba Boulevard) to Houston Avenue. The proposed improvements will include the following:

- Intersection Bulb outs using community supported pavement artwork.
- Landscaped Medians or enhanced parkways to beautify the corridors and reduce the heat island affect.
- Street lighting to enhance the public space.
- Improve aesthetics to help transform NE 3rd and Court Streets as entrance gateways from Houston Avenue to State Route 63 (Dinuba Boulevard)/Oval Park; increasing livability, mobility, and visual amenities for residences and small businesses around and along these two neighborhood corridors.
- Educational and clean up events to inform the public of proper waste disposal and to keep the neighborhoods clean and welcoming.

Grant Program Criteria:

The Clean California Local Grant Program (CCLGP) announced a Call for Projects in February 2023 for Cycle 2 of the grant program. Applications are due by May 31, 2023. The deadline for submission was extended from April 28, 2023 to May 31, 2023.

The CCLGP is a competitive statewide program administered by the California Department of Transportation (Caltrans) and is part of the nearly \$1.1 billion Clean California initiative to remove litter and beautify public spaces. The grant program was established in 2021 through approval of Assembly Bill 149.

The intent of the CCLGP is to achieve the following goals:

- Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.
- Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect.
- Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation.
- Advance equity for underserved communities.

For the current round of funding available for Cycle 2, approximately \$100M is available for award. Each grant awarded by the CCLGP has a maximum limit of \$5M and projects must be completed by June 30, 2026. Applications are due by May 31, 2023, with Caltrans expected to announce the award of funds in September of 2023.

For projects to be considered eligible to submit to the CCLGP, project locations must meet the following conditions: on public property, under the applicant's jurisdiction, partially or fully located in an underserved community.

The proposed project meets the grant criteria for the project site being located in an underserved community. The grant guidelines stipulate that at least 75% of the population surrounding the project site must be underserved. Utilizing the online tools provided by the grant to determine if a project site is within an underserved community, the project site was deemed to be fully in an underserved community.

Fiscal Impact:

The maximum amount of funds that may be requested per application is \$5M. However, applications requesting \$3M or less may be more competitive. Staff previously estimated and stated in the prior staff report presented to Council on April 17, 2023 that the estimated project cost was \$3M. Staff has refined the project scope and finalized the cost estimate. The total estimated project cost has been updated. The total estimated cost for the North Visalia Beautification Project is \$3.1M.

The CCLGP has a local match requirement and ranges from 0% to 50%. The local match percentage is based on the severity of disadvantage of all the census tracts with a ½ mile radius of the perimeter of the project site. The more disadvantaged the underserved community is, the lower the amount of local match contribution.

For the proposed project, the local match requirement is 0% based on the average median incomes within the surrounding community being less than \$55,996 (source: Census Tract Level Data from the 2017-2021 American Community Survey 5-year Estimates). No additional points will be awarded for local match contributions that exceed the minimum required match.

Following is an updated summary cost breakdown for the project. The grant application requested the total cost of the project be fully funded by the grant program.

Clean CA Grant - North Visalia Beautification Project	
Funding Source	
Clean CA Grant	\$3,100,000
Total Project Funding	\$3,100,000
North Visalia Beautification Project - Budget	
Design & Project Management	\$330,000
Construction	\$2,605,000
Inspection	\$30,000
Construction Management	\$85,000
Materials Testing	\$15,000
Non-Infrastructure Component (Educational &	\$35,000
Estimated North Visalia Beautification Project	\$3,100,000

The addition of these new infrastructure elements will require future required maintenance, i.e. added landscaping, streetlights, and public art. Through further refinement of the project scope and estimate see below an updated approximate annual maintenance cost based on a 20-year project life:

Clean CA Grant - North Visalia Beautification Project - Annual Maintenance Cost	
North Visalia Beautification Project - Maintenance	
Trees and Landscaping (Approximately 140 Trees & water meters & electricity)	\$9,600
Pavement Maintenance Reduction (Removal of)	(\$3,480)
Striping, signage and Markings	\$1,000
Art Work	\$1,500
Sub Total	\$8,620
Contingency 20% - Material increase - Unforeseen	\$1,724
Estimated North Visalia Beautification Project	\$10,344

Prior Council Action:

April 17, 2023

Authorized the City Manager to submit a grant application to the Clean California Local Grant Program.

Alternatives:

Do not adopt the resolution and/or the appropriation of funds thus, staff will need to return to Council after receiving notice of award.

Recommended Motion (and Alternative Motions if expected):

I move to adopt Resolution 2023-16 to authorize the City Manager to execute a Restricted Grant Agreement between the City of Visalia and Caltrans, as well as any future amendments for the North Visalia Beautification Project and appropriate \$3.1M, contingent upon grant award.

Environmental Assessment Status:

To be determined during preliminary engineering phase.

CEQA Review:

To be determined during preliminary engineering phase.

Attachments:

1. Resolution 2023-16
2. Proposed Project Location Map

Resolution No: 2023-xx

RESOLUTION OF THE CITY OF VISALIA
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR THE NORTH VISALIA BEAUTIFICATION
PROJECT AS PART OF THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM

WHEREAS, the City of Visalia is eligible to receive State funding for certain transportation related work through the California Department of Transportation; and

WHEREAS, the City of Visalia will apply for \$3.1M from the California Department of Transportation as part of the Clean California Local Grant Program for the North Visalia Beautification project; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program; and

WHEREAS, the City of Visalia wishes to delegate authorization to the execute these agreements and any amendments thereto; and

WHEREAS, grant funds, contingent on award, will need to be expended by June 30, 2026; and

WHEREAS, the execution of this resolution will expedite the project schedule in order to meet the funding deadline as established by the California Department of Transportation Clean CA grant program; and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Visalia hereby authorizes the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation for the Clean California Local Grant Program.

PASSED AND ADOPTED: May 15, 2023



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0184

Agenda Date: 5/15/2023

Agenda #: 10.

Agenda Item Wording:

Approve Resolution 2023-14, designating the positions of City Manager, Assistant City Manager, and Finance Director as authorized agents for official correspondence with FEMA and CalOES.

Deadline for Action: 5/15/2023

Submitting Department: Fire Department

Contact Name and Phone Number: Dan Griswold, 713-4220

Department Recommendation:

Staff recommends City Council approve Resolution 2023-14 designating the positions of City Manager, Assistant City Manager, and Finance Director as authorized agents for official correspondence with the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (CalOES).

Background Discussion:

The Federal Emergency Management Agency and CalOES require each local government agency to designate authorized agents for the purpose of filing official correspondence. The designation allows for a timely exchange of information during times of disaster and during the hazard mitigation and recovery grant processes. The City of Visalia is designating the positions of City Manager, currently Leslie Caviglia, Assistant City Manager, currently Nick Mascia, and Finance Director, currently Renee Nagel as authorized agents for this requirement. Staff added the Finance Director position as an authorized agent in this resolution because the person in this position is responsible for much of the financial official correspondence between the City of Visalia, FEMA, and CalOES. The California Governor's Office of Emergency Services requires this process be approved by a governing body through resolution. Once approved the designation is valid for three years.

Fiscal Impact:

N/A

Prior Council Action: City Council approved Resolution 2018-56 designating the positing of City Manager and Assistant City Manager as authorized agents at the regular city council meeting on November 5, 2018.

Other: N/A

Alternatives: City Council can choose to modify, or deny, the above designations.

Recommended Motion (and Alternative Motions if expected):

I move to approve Resolution 2023-14, designating the positions of City Manager, Assistant City

Manager, and Finance Director as authorized agents for official correspondence with FEMA and CalOES.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: CalOES form OES-FPD 130, Designation of Applicant's Agent Resolution for Non-State Agencies and City of Visalia Resolution 2023-14.

City of Visalia Agenda Item Transmittal
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Meeting Date: 11/5/2018

Agenda Item Number (Assigned by City Clerk): 7.
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Agenda Item Wording: Approve Resolution 2018-56, designating the position of City Manager and Assistant City Manager as authorized agents for official correspondence with FEMA and CalOES.

Deadline for Action: 11/5/2018**Submitting Department:** Fire Department**Contact Name and Phone Number:**

Danny Wristen, Battalion Chief ,713-4056; danny.wristen@visalia.city
 Doug McBee, Fire Chief, 713-4220; doug.mcbee@visalia.city

Department Recommendation: That the City Council approve Resolution 2018-56 designating the position of City Manager and the position of Assistant City Manager as authorized agents for official correspondence with the Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (CalOES).

Summary/Background Discussion: FEMA and CalOES require that each local government agency have designated authorized agents for the purpose of filing official correspondence. The designation allows for a timely exchange of information during times of disaster or during the process of hazard mitigation grants or recovery grants. The City of Visalia has designated two positions as Authorized Agents, City Manager (Randy Groom) and Assistant City Manager (Leslie Caviglia.) Cal OES requires this process be approved by a governing body through resolution.

Fiscal Impact: None**Prior Council Action:** NA.**Committee/Commission Review and Action:** NA**Attachments:** City Resolution

Cal OES Form 130 – Designation of Applicant’s Agent Resolution

Recommended Motion (and Alternative Motions if expected): Move to approve Resolution 2018-56, designating the positions of City Manager and Assistant City Manager as authorized agents for official correspondence with FEMA and CalOES.
--

Copies of this report have been provided to:

Item 7. - Page 2

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Visalia
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Assistant City Manager, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Visalia, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Visalia, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 5th day of November, 20 18

Warren Gubler, Mayor

(Name and Title of Governing Body Representative)

Bob Link, Vice Mayor

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20 ____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

RESOLUTION 2018 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA
DESIGNATING AUTHORIZED AGENTS
FOR OFFICIAL CORRESPONDENCE WITH FEMA AND CALOES**

WHEREAS, the Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (CalOES) require each local government agency have designated authorized agents for the purpose of filing official correspondence; and

WHEREAS, the designation allows for timely exchange of information during times of disaster or during the process of hazard mitigation grants or recovery grants; and

WHEREAS, the City of Visalia desires to designate two positions as authorized agents, the City Manager and the Assistant City Manager; and

WHEREAS, CalOES requires this process be approved by a governing body through resolution

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Visalia hereby designates the position of City Manager and the position of Assistant City Manager as authorized agents for official correspondence with FEMA and CalOES.

PASSED AND ADOPTED: November 5, 2018
CLERK

RANDY GROOM, CITY

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

I, Randy Groom, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2018- passed and adopted by the Council of the City of Visalia at a regular meeting held on November 5, 2018.

Dated: November 5, 2018

RANDY GROOM, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

RESOLUTION 2023-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA
DESIGNATING AUTHORIZED AGENTS FOR
OFFICIAL CORRESPONDENCE WITH FEMA AND CALOES**

WHEREAS, the Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (CalOES) require each local government agency have designated authorized agents for the purpose of filing official correspondence; and

WHEREAS, the designation allows for timely exchange of information during times of disaster and during hazard mitigation and recovery grant processes; and

WHEREAS, the City of Visalia desires to designate three positions as authorized agents, the City Manager, the Assistant City Manager, and the Finance Director; and

WHEREAS, CalOES requires this process be approved by a governing body through resolution

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Visalia hereby designates the positions of City Manager, Assistant City Manager, and Finance Director as authorized agents for official correspondence with FEMA and CalOES.

PASSED AND ADOPTED: May 15, 2023

MICHELLE NICHOLSON, CITY CLERK

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

I, Michelle Nicholson, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2023-14 passed and adopted by the Council of the City of Visalia at a regular meeting held on May 15, 2023.

Dated: May 15, 2023

MICHELLE NICHOLSON, CITY CLERK



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0203

Agenda Date: 5/15/2023

Agenda #: 11.

Agenda Item Wording:

Authorize changes to terms and conditions of employment with all represented and unrepresented City of Visalia employee bargaining groups.

Deadline for Action: 5/15/2023

Submitting Department: Administration

Contact Name and Phone Number: Leslie Caviglia; 559.713.4317

Department Recommendation: Authorize changes to terms and conditions of employment with all represented and unrepresented employee bargaining groups as outlined below.

Background Discussion:

In 2021 the City entered into 3-year agreements with all employee bargaining units for the term of July 1, 2021 through June 30, 2024. Since the agreements were approved, there have been significant increases in inflation and costs of living (food, gas, utilities, etc.) that have negatively impacted employees. Additionally, the City of Visalia has had increased difficulty in recruiting and retaining quality employees. The struggle to attract applicants for jobs results in ongoing position vacancies throughout the City which further impacts existing employee workloads. At the same time, the City continues to have a very positive financial outlook with a higher than anticipated budget surplus.

To provide economic relief to employees, improve recruitment and retention efforts, and recognize valued employees, at a closed session meeting on April 17, 2023, City Council authorized City negotiators to reopen discussions on the subject of wages with all represented and unrepresented bargaining groups.

After meetings with group representatives, tentative agreements were reached with all bargaining groups to provide all full-time employees a 2.5% salary increase effective the pay period that includes July 1, 2023, and a one-time \$1,000 lump sum payment effective the pay period following Council approval. Agreement was also reached with Bargaining Group M (Miscellaneous Employees) on revised contract language relating to CalPERS contributions and to provide CalPERS defined PEPRA employees an additional \$750 one-time lump sum payment effective the pay period following Council approval.

Fiscal Impact:

Total cost of the 2.5% wage increase is \$2,006,220, \$1,256, 941 of which comes from the General Fund. Total cost of the one-time lump sum payments for full-time employees is \$794,250.

Prior Council Action: Closed session 04/17/2023 and 05/01/2023

Other: n/a

Alternatives: Provide alternate direction

Recommended Motion (and Alternative Motions if expected):

I move to authorize changes to terms and conditions of employment with all represented and unrepresented bargaining groups as outlined in the staff report. ..end

Environmental Assessment Status: n/a

CEQA Review: n/a

Attachments: Click or tap here to enter text.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0177

Agenda Date: 5/15/2023

Agenda #: 12.

Agenda Item Wording:

Authorize for the City Manager to enter into a five (5) year Cooperative Agreement with the National Park Service (NPS) to continue in-park Sequoia Shuttle service, in conjunction with the City of Visalia's Gateway Sequoia Shuttle service, for an annual contract amount received of \$1,784,123, to be adjusted annually by Consumer Price Index (CPI), Producer Price Index (PPI), and any requested service adjustments and related costs.

Deadline for Action: 5/25/2023 - To account for preparation costs for 2023 season

Submitting Department: Administration - Transit

Contact Name and Phone Number:

Caleb Bowman, Transit Management Analyst, Caleb.Bowman@visalia.city, (559)713-4794
Angelina DeRossett, Transit Manager, Angelina.DeRossett@visalia.city, (559) 713-4591
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 enter into a five (5) year Cooperative Agreement with the National Park Service (NPS) to continue annual operational services of the Sequoia Shuttle within the park for an annual amount of \$1,784,123 paid to the City. This fee will be adjusted annually by Consumer Price Index (CPI), Producer Price Index (PPI), and any requested service adjustments and related costs.

Summary:

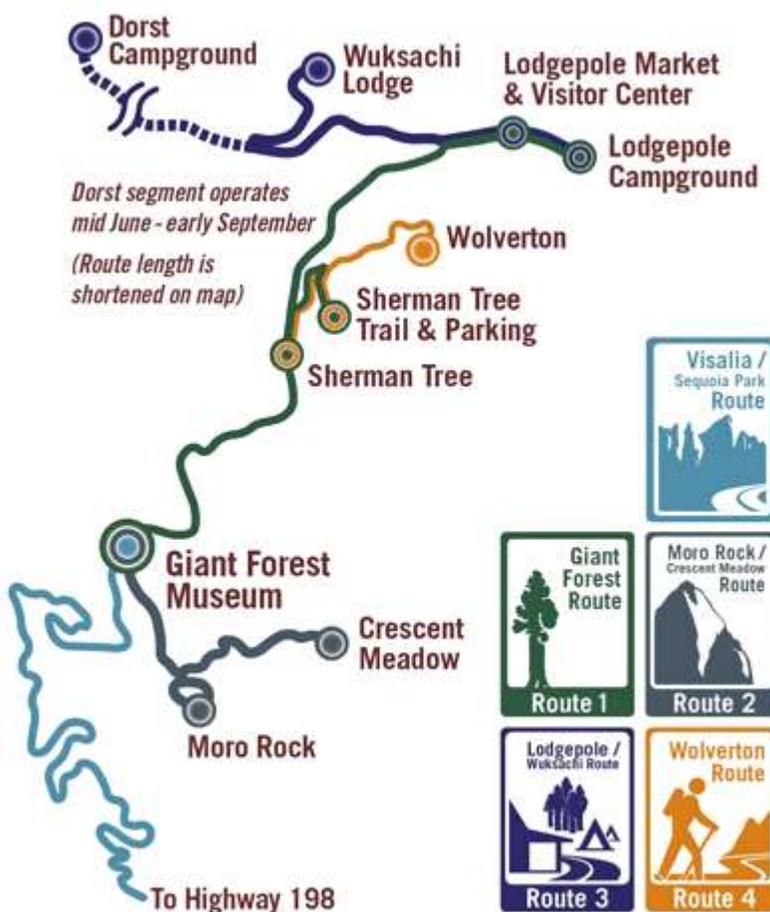
The attached agreement covers the operation of the Sequoia Shuttle within the Sequoia National Park by the City of Visalia on behalf of the National Park Service (NPS). The Transit Division provides this service and works with Transdev, who has acquired First Transit in March 2023, the City's transit operations contractor, operating under a Cooperative Agreement with the NPS. Under the authority of this agreement, the City and NPS will work together annually to develop each season's service plan and make small adjustments to services as needed and agreed upon by both parties. There will only be minor adjustments to the routes, schedules and inflation increase, based on Consumer Price Index (CPI), Producer Price Index (PPI) and operations contract rate increases, to the corresponding rates annually. The agreement will otherwise remain unchanged for the duration of the five years.

Background Discussion:

The Sequoia Internal Shuttle began service in 2007 and has operated for 16 seasons. Each multi-year agreement details the services for the first year of the agreement. During the agreement term, the schedules and budget for each successive year are agreed upon through a collaborative process between the City and the NPS and memorialized as amendments to the agreement. Under the contract, the City provides all bus services including the lease of all buses used and the provision of

trailers for temporary driver housing during the season.

The Sequoia Internal Shuttle summer service operates five routes serving all the major road-accessible destinations in the Giant Forest, including Crescent Meadow, Dorst Creek Campground, the General Sherman Tree, the Giant Forest Museum, Lodgepole Campground including the Market and Visitor Center, Moro Rock, Wolverton, and Wuksachi Lodge. Summer routes typically operate the Thursday before Memorial Day weekend through the Sunday after Labor Day. Also included is a winter service during Thanksgiving, usually operated between Thanksgiving Day through that Sunday, and Christmas Holidays, usually operated between Christmas Eve through New Year's Day. Staff has in the past, will continue to coordinate with NPS to accommodate the service when the Sequoia National Park is open to the public. The City of Visalia can terminate this contract upon sending NPS written notification of the reasons for such termination and proper notice of the effective date.



There is limited parking within the park at major attractions and trail heads. Through the use of the internal shuttle, visitors are able to park all day and visit the park attractions reducing stress of parking at each attraction, traffic, and reducing the emissions emitted within the park creating a more enjoyable visitor experience.

The cost of the internal shuttle service is paid in full by NPS and offered to the public free of charge. During the 2022 season, the internal shuttle provided an average of 6,584 rides per day with a

season total of 717,676 rides, 23.66% below 2019’s ridership but 106% above 2021’s ridership. A summary of the 2022 Internal Shuttle Ridership by Month and Route is shown below, Table 1.

Table 1
2022 Internal Shuttle Ridership Summary

	Rt. 1 Giant Forest	Rt. 2 Moro Rock	Rt. 3 Wuksachi	Rt. 4 Wolverton	TOTAL	Daily Average by Month
May	27,424	27,885	4,355	8,381	68,045	11,341
June	78,152	71,738	5,628	26,223	181,741	6,058
July	100,101	102,936	12,326	28,460	243,823	7,865
August	70,386	64,811	6,162	21,178	162,537	5,243
September	26,208	22,283	4,039	9,000	61,530	5,594
Total	302,271	289,653	32,510	93,242	717,676	6,584

On Thursday May 10th, 2023, NPS provided Transit that the Sequoia National Park would not be open until at least early June, pushing the start of our service start to mid-June t the earliest. This is not uncommon for NPS to authorize service and then it be canceled or reduced due to weather, fires, or other unforeseen circumstances. These concerns are brought up before the start of each service. Transit staff seeks approval from NPS for any and all costs incurred after the contract service bids closes will be reimbursable under this agreement, not to exceed the annual budget. Approval by NPS for these charges are documented and filed along with the annual budget approval.

NPS reimburses the City for the entire cost to operate the internal shuttle service monthly, which provides a great connection to the external shuttle the City operates from Visalia. Transit staff requests reimbursement based on financial reports for Transit’s Sequoia Internal Shuttle service, 4553, that show the actual expenditures incurred in the reimbursement period as outlined below in Table 2. At the end of each season, staff pulls a year-to-date report to ensure all expenditures incurred have been reimbursed. If it is found that some costs have not been included in previous reimbursements, staff include those charges in the last reimbursement. Due to the Federal Fiscal Year (FFY) ending in September, NPS asks that the City estimate and request reimbursement for the Winter Service, Thanksgiving and Christmas, prior to October 1. Transit staff estimates the cost of the Winter service, plus 15% contingency, and request reimbursement prior to the service being performed. If not all the funds are exhausted during the Winter services, the park is credited back those funds in the following season.

Table 2
Reimbursement Schedule

Reimb. Period	Jan. - May	June	July	Aug. - Sept.	Oct.-Dec.
Reimb. Reqd.	June	July	Aug.	Sept.	Sept.

It is estimated that approximately \$1,784,123 will be needed to operate the 2023 internal Sequoia Shuttle. This amount is \$120,000 higher than last year as a result of the requested increase of internal route frequency, possible service to Dorst Campground, Visalia’s Operations & Maintenance

Contract cost increase, and an inflationary increase of 2.5% for leases and overhead allowed under the previous contract. Moving forward, the Transit Division will base all increase off the CPI-U for service and correlating PPI for product as published by the Bureau of Labor Statistics.

Fiscal Impact:

The Sequoia Internal Shuttle service is covered 100% by the contract payments from the National Park Service (NPS) which is placed in the Shuttle Internal Revenue line, account code 4553-44503. Transit requests reimbursement electronically monthly through the Federal Government website ASAP.gov and payment is made electronically within 24-hours. Transit only requests reimbursement for all costs incurred by the operation of the Sequoia Internal Service.

Prior Council Action:

March 12, 2018: Approval of the last 5-year contract for Sequoia Internal Shuttle services.

Other:

None.

Alternatives:

None.

Recommended Motion (and Alternative Motions if expected):

.recommendation

I move to authorize the City Manager to enter into a five (5) year Cooperative Agreement with the National Park Service (NPS) for an annual amount received of \$1,784,123 to be adjusted annually as described within the report.

Environmental Assessment Status:

None.

CEQA Review:

None required.

Attachments:

- 1) P23AC00523 City of Visalia SEKI Shuttle
 - a. DRAFT Contract between the City of Visalia and the United States Department of the Interior.
 - b. The Sequoia Internal Shuttle 2023 Budget and Schedule as approved by the NPS leadership team.

Cooperative Agreement P23AC00523

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

AND

THE CITY OF VISALIA, CALIFORNIA (“City” or “Recipient”)

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I. LEGAL AUTHORITY

National Park Service (NPS) enters into this Agreement pursuant to:

54 USC §101702(a), the Secretary of the Interior may enter into a cooperative agreement that involves the transfer of Service appropriated funds to a State, local, or tribal government or other public entity, an educational institution, or a private nonprofit organization to carry out public purposes of a Service program.

II. PROJECT BACKGROUND, PERFORMANCE GOALS, AND OBJECTIVES

A. Background

The City is a local government located in California's Central Valley. The City is responsible for the development and maintenance of safe, efficient, economic transportation systems that are cost-effective, energy-efficient, environmentally sound, and responsive to the diverse needs and values of the people of Visalia. Some of the challenges faced by the City and the Sequoia and Kings Canyon National Parks ("Park") include some of the poorest air quality in the nation, increasing visitation and traffic, and a road system that was not originally designed for its current level of use.

The San Joaquin Valley, Tulare County, and the Park are recognized as some of the most polluted areas in the United States with auto emissions being a prominent source of air pollutants. The San Joaquin Valley, west of the Sierra Nevada, is a trap for air pollutants originating in the valley as well as pollutants from the cities along the central California coast that are carried in by prevailing westerly winds. The Clean Air Act and the NPS Organic Act provide mandates for protecting air resources in national parks. In Section 160 of the Clean Air Act, Congress stated that one of the purposes of the Act is to "preserve, protect and enhance the air quality in national parks..." The City and the Park share the common objectives of mitigating traffic congestion and air pollution by providing enhanced public transportation.

The Park has between 1.7 and 1.9 million visitors a year arriving by private vehicles and commercial tour buses, a number that has increased by about 22% since 2007, the first year of the shuttle program. The Generals Highway, a National Register of Historic Places eligible property, is the only road into Sequoia National Park from the south main entrance. This road was originally designed in the 1920's and early 1930's for smaller and fewer vehicles and it is becoming increasingly difficult to maintain proper traffic flow and safety for Park visitors to access and enjoy the world-renowned Giant Forest sequoia grove. The qualities of Generals Highway, paired with the increased visitation, are having an impact on public safety, resource protection, and the ability for visitor demand to be satisfied.

In 2007, a total of 137,576 visitors rode the park shuttle. During the 2019 season of Memorial Day weekend through Labor Day, 940,164 passengers rode the internal shuttle, and 6,175 passengers rode the external shuttle. Assuming an average of three people per personal vehicle, shuttle use reduced private vehicles circulating in the Giant Forest area by

an estimated 313,388 trips, and the external shuttle equated to 2,058 fewer vehicles entering the park during peak season. Since 2008, the second-year service was offered when 147,556 people rode the internal shuttle, greenhouse gas emissions associated with park visitation have been significantly below what they would have been if all the shuttle riders instead rode in automobiles. Due to steadily increasing ridership up 684% since 2007 — total vehicle miles traveled were reduced by roughly 977,000 in 2019. By comparison, if all park visitors who used the shuttle instead drove their own car, emissions associated with park visitation would have increased. Note that the decrease in overall vehicle miles traveled and emissions reflect increased shuttle ridership, improved fuel efficiency of buses, and decreased emissions from the use of hybrid buses. The proposal to continue to provide a transit system, particularly within the popular Giant Forest area, addresses these issues of air quality, public safety, and visitor enjoyment.

The City operates the Gateway Shuttle, which provides transportation to the Park, outside of this Cooperative Agreement. The City runs this shuttle as a non-profit service, providing unique access to the Park during the months of shuttle operation. This service includes ADA-compliant buses that provide a way to visit the park for people with disabilities. It is subsidized, reasonable-cost transportation for those without vehicles, those with disabilities, and those who do not drive. The Gateway Shuttle service enhances public access to Sequoia and links to the internal shuttle system.

This project will provide transportation services in the Giant Forest area of Sequoia National Park during peak visitation periods. Buses will connect Lodgepole Visitor Center and Campground, Wuksachi Lodge, Dorst Campground, Giant Forest Museum, the General Sherman Tree, Wolverton, Crescent Meadow and Moro Rock. The Park and the City will collaborate in areas of traffic management, visitor information, resource protection, and programs to encourage park visitation by youth and minority groups in gateway communities. Because the shuttle system is paid for by transportation fees collected at entrance stations, shuttle riders will not pay a separate user fee.

B. Performance Goals

- Provide seamless transportation both to and within the park – particularly for visitors with disabilities and those who do not drive;
- Provide visitors access to park attractions at which inadequate parking supply exists (and thus alleviate the need to construct additional parking or redesign historic roadways in sensitive environments);
- Encourage tourism, enhance local economic development, and provide local employment opportunities; and
- Reduce vehicle miles traveled (VMT) and improve air quality

C. Project Objective

- Provide a safe and efficient transit system in the Giant Forest area of Sequoia National Park during peak visitation periods (defined in Article IV – Statement of Work).

III. PUBLIC PURPOSE

The public purpose of this cooperative agreement is to provide a safe and efficient system of transportation within the Park, complimented by seamless service bringing visitors from Visalia to the park via the Gateway Shuttle, to benefit gateway communities and the visiting public.

This shuttle service will:

- Accommodates the needs of those with disabilities, those without cars, and those who prefer not to drive when other options exist;
- Contributes to better air quality in the Central Valley by reducing overall emissions of CO₂ and other greenhouse gases associated with private vehicle-based national park tourism;
- Enhances the visitor experience by relieving automobile congestion at key park destinations;
- Enhanced visitor enjoyment by providing much-improved opportunities for visitors to access and enjoy the park's trail system;
- Improves public safety through the reduction of vehicles on the road during the peak summer months;
- Provides seasonal employment opportunities to local students and residents; and
- Indirectly benefits future generations by reducing impacts on natural and cultural resources caused by excess automobile traffic.

IV. STATEMENT OF WORK

A. The City will:

1. Collaboratively undertake a project titled "Shuttle Service for the Giant Forest Area in Sequoia National Park" as described throughout this Agreement.
2. Collaborate with NPS staff in training the City's drivers regarding NPS values and the preservation of park resources.
3. Provide all shuttle buses and support vehicles necessary for a shuttle operation within the Giant Forest area that includes the General Sherman Tree, Wuksachi Lodge, Lodgepole, Giant Forest Museum, Moro Rock, Crescent Meadow, Dorst Creek Campground, and Wolverton, during the following times:
 - a. Summer season from late May to mid-September
 - i. Approximately 110 days of service from the Thursday before Memorial Day to the Sunday after Labor Day
 - b. Winter holidays, including:
 - i. Thanksgiving
 - a. Four days of service from Thanksgiving Day through the Sunday after Thanksgiving
 - ii. Christmas Day and New Year's Day
 - a. Nine, ten, eleven, or twelve days of service encompassing Christmas Day and New Year's Day
 - iii. Martin Luther King Jr. Day Weekend
 - a. Two days of service on the Saturday and Sunday preceding Martin Luther King Jr. Day

iv. Presidents Day Weekend

- a. Two days of service on the Saturday and Sunday preceding Presidents Day
 - c. Other dates as negotiated annually
4. Provide trained and courteous bus drivers and support staff in sufficient numbers necessary to maintain the shuttle operation, as detailed in the Schedule, Attachment B, within the Park. This will include mechanics, dispatchers, supervisors, and vehicle operators.
 5. Provide equipment and supplies in support of shuttle operations. This will include maintenance facility tools and equipment, replacement parts, computer hardware and software, telephones, office equipment and furniture, and any other equipment and supplies necessary for this service.
 6. Provide all appropriate communications equipment necessary to monitor the real-time service, ensure quality, and respond to on-vehicle situations and/or emergencies.
 7. Provide a Personnel Organizational Chart, Personnel Handbook, Shuttle Fleet description with photos, Communications Equipment Specifications, a Safety Plan, and Quality Assurance Plan by May 1 each year.
 8. Within 30 days after seasonal service ends, remove all shuttle-related items in the Maintenance Facility, including the maintenance bay, the office space, and the trailer pads, unless otherwise agreed to by mutual consent.
 9. Participate, as appropriate, with the NPS in a wrap-up of the project following the completion of the shuttle service annually.

B. The NPS will:

1. Collaboratively undertake a project titled "Shuttle Service for the Giant Forest Area in Sequoia National Park" as described throughout this Agreement.
2. Provide an office within the Park to conduct administrative services for this shuttle system and one maintenance bay for the buses as well as provide a parking area for buses and shuttle operation employees.
3. Provide fuel and fueling infrastructure. This will include storage facilities for both gasoline and diesel adequate for the daily operational use of the shuttle buses and support vehicles.
4. Design and provide route structures and schedules within the Park. This will include bus stops and other waiting areas.
5. Make available for display or distribution on shuttle buses and at the bus stops promotional and passenger informational materials regarding the Park and its resources.
6. Present educational training to the City regarding the NPS values and preservation of park resources at least once annually.
7. Provide on-site project guidance and orientation and provide all interpretive materials for the City's use in city employee orientation.
8. Provide Park staff or similar who will manage parking, assist queuing visitors with using the shuttle, create and distribute educational materials, and offer interpretive opportunities for visitors at bus stops, waiting areas, and/or on shuttles or in visitor centers. At a minimum, during the summer operating season from May through September, the Accessible Sherman Tree Parking Lot (Lower Sherman) will be staffed daily from 10 am to 4 pm.

9. Provide a minimum of twelve trailer pads or similar, to be reserved by the park, for the City Sequoia shuttle drivers at the established current rate for use as remote camp during the summer operating season as driver safety and efficiency and driver proximity to service routes. At the City's request, the ATR will request additional pads and, if possible, the NPS will make them available to the City. These pads will be in the Clover Creek, Lodgepole, or Wuksachi areas and will include sewer hookups and electrical service (e.g., hookups, battery solar solutions, etc.)

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. The Recipient agrees to carry out all tasks listed under the Statement of Work.
3. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single-source procurement in accordance with 2 CFR 200.318 – 200.327.

B. The NPS agrees to:

1. Monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight include review and approval of financial status and performance reports, payment requests, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site or off-site monitoring activities. At the Recipient's request, NPS may also provide technical assistance to the Recipient in support of the objectives of this agreement.
2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. Substantial involvement is a required component of a cooperative agreement and task agreements written under a master cooperative agreement. The following tasks and activities constitute NPS substantial involvement in this agreement:
 - a. NPS will employ a program manager (ATR) to work with the City, on-site shuttle supervisor(s), and shuttle drivers to accomplish the work.
 - b. NPS will employ interpretive staff to assist shuttle bus riders at key locations, such as the General Sherman Tree Accessible Parking Lot (Lower Sherman).

C. The Recipient and NPS, jointly, agree to:

1. Develop and employ together, to the extent practicable, operating procedures and standards to ensure joint accomplishments within the Park. This may include but is not limited to visitor protection and public safety, fire management, administration, public information, interpretation and publications, resource management, signage, and general development of policy.
2. Seek to develop cooperation performance measurements that will ensure service and cost efficiencies.
3. Designate a Joint Liaison committee to work in conjunction for the purposes of discussing and coordinating matters along with resolving substantive issues. This Liaison committee will meet on a quarterly basis to discuss and report to Key Officials as listed in Article V.

VI. COST-SHARE REQUIREMENT

Non-Federal cost-share is not required for this Agreement.

VII. PRE-AWARD COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$1,784,123 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to the availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any

allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for FFR frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final FFR will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.
- D. Description of Deliverables/Project Products:

Timely updates from the City to the Park is required to facilitate the management of all aspects of the shuttle service, including staffing levels and deployment of the traffic management team, and to inform the Park of evolving issues that may require work by staff in visitor protection and public safety, fire management, administration, public information, interpretation and publications, resource management, signage, and general development of policy. Interim reports shall include:

- Ridership statistics of both internal and external shuttles for the reporting period.
- Annual miles traveled by shuttles and the fuel efficiency by vehicle type (e.g., diesel, gas, hybrid).
- The Park will track and store diesel and gas utilization by shuttle vehicles with which to calculate emissions statistics.

Annual and data reporting should not be considered adequate for reporting issues arising that affect shuttle services during the operating season, such as problems with drivers or NPS staff, problems with safety or traffic flow in and around shuttle stops and at key intersections; and any problems that elicit significant visitor complaints to shuttle drivers or to city employees. Such issues will be reported as soon as they are known to the ATR.

X. AWARD SPECIFIC TERMS AND CONDITIONS

A. INSURANCE AND LIABILITY.

1. Insurance. The Recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property

damage, or other loss resulting from one or more identified activities carried out in connection with this Agreement.

2. Insured. The Federal Government shall be named as an additional insured under the Recipient's insurance policy.
3. Indemnification. The Recipient hereby agrees to indemnify the Federal government and NPS from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this Agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.
 - a. To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the Recipient shall provide the NPS with confirmation of such insurance coverage.
 - b. To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives.
 - c. To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.
 - d. To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Recipient, its agents, and employees.
 - e. In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by NPS.
4. Flow-down: For the purposes of this clause, "Recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the Recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

B. ATTACHMENTS.

Attachment A. Budget
Attachment B. Schedule

XI. STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimus rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

- A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the *Financial Assistance Awarding Officer* and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. 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.

B. Proceedings You Must Report

- i. Submit the information required about each proceeding that:
- ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- iii. Reached its final disposition during the most recent five-year period; and
- iv. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) 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; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages more than \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described the award terms and conditions.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. 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.

D. Reporting Frequency

During any period 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.

E. Definitions

- i. 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 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.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement.

Administrative use includes the use of unmanned aircraft by:

- (i) NPS personnel as operators or crew;
- (ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- (iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

- (1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.
- (2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.
- (d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

- (1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

- (2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.
- (3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to Recipient and Protection of the Recipient Right to File
- (1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.
- (2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) Recipient Action to Protect the Government's Interest

- (1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to
- (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
 - (ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."
- (g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.
- (h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify.

The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER [E.O. 14005](#) (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov, Create Accessible Digital Products](#). All accessible digital content must conform to the requirements and techniques of the [Web Content Accessibility Guidelines \(WCAG\) 2.0 or later, Level AA Success Criteria](#).

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and

functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is

held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant

or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement reference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the

domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an *Financial Assistance Awarding Officer*.

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The following terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White

House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed

guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines, or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Sequoia Shuttle NPS Proposed Budget Summary
2023 Season

\$ 78.57 Summer Season (\$/hr)
\$ 87.63 Winter Season (\$/hr)

Route/Description	Service Days	Days of Service	# of Buses	Revenue Hours per Day	Cost per Bus per Day	Total Cost Per Day	Operating Cost
1 - Giant Forest	Non-Peak Daily	41	4	41.75	\$ 820	\$ 3,280	\$ 134,489
	Peak Weekdays	45	3	41.75	\$ 1,093	\$ 3,280	\$ 147,610
	Peak Weekends	23	5	52.50	\$ 825	\$ 4,125	\$ 94,871
2 - Moro Rock	Non-Peak Daily	41	4	32.00	\$ 629	\$ 2,514	\$ 103,081
	Peak Weekdays	45	2	32.00	\$ 1,257	\$ 2,514	\$ 113,138
	Peak Weekends	23	4	42.00	\$ 825	\$ 3,300	\$ 75,897
3 - Wukasachi	Non-Peak Weekdays	28	1	11.00	\$ 864	\$ 864	\$ 24,199
	Non-Peak Weekends	13	1	10.00	\$ 786	\$ 786	\$ 10,214
	Peak Daily	68	1	34.50	\$ 2,711	\$ 2,711	\$ 184,320
	Dark Sky Festival	1	2	6.00	\$ 236	\$ 471	\$ 471
4 - Wolverton	All Season Daily	109	2	21.25	\$ 835	\$ 1,670	\$ 181,983
Summer Season Subtotal		109		324.75	\$ 10,880	\$ 25,515	\$ 1,070,273
Travel Hours	Every Day	109	1	16.00	\$ 1,257	\$ 1,257	\$ 137,023
Training	N/A	3	N/A	375.00	N/A	\$ 29,463	\$ 88,389
Additional Season Service*	Weekends/Holidays	10	3	38.00	\$ 995	\$ 2,986	\$ 29,856
Winter Shuttle (Thanksgiving & Christmas)	Every Day	14	7	47.25	\$ 592	\$ 4,141	\$ 57,970
Winter Shuttle (Jan. & Feb. Holiday Weekends)	Every Day	4	5	34.63	\$ 607	\$ 3,034	\$ 12,137

Subtotal \$ 1,395,647

* The inflationary rate for this agreement will not exceed 2.5% or the Consumer Price Index for All Urban Consumers (CPI-U) in a single year as negotiated in subsequent years.

Capital Lease	\$ 289,251
Trailer Expense (Trailer Lease & Maintenance)	\$ 50,065
Trailer Pad Rental (CPI N/A)	\$ 24,293
Bus Wash	\$ 13,183
Overhead (Summer Service)	\$ 1,670
Overhead (Winter Service)	\$ 10,014
Subtotal	\$ 388,476

Total Proposed 2023 Budget \$ 1,784,123

Sequoia Shuttle Route 1 Schedule 2023

May 25 - June 27 (Daily), June 28 - Sept. 1 (Weekdays), & Sept. 5 - Sept. 10 (Daily)							
Lodgepole to Giant Forest Museum: Departure							
Vehicle	Lodgepole Campground	Lodgepole Visitor Center	Lower Sherman Tree Accessible Trail	Arrival: Giant Forest Museum	Giant Forest Museum	Lower Sherman Tree Accessible Trail	Arrival: Lodgepole Campgrounds
1	8:00 AM	8:06 AM	8:16 AM	8:24 AM	8:29 AM	8:38 AM	8:46 AM
3	8:23 AM	8:29 AM	8:39 AM	8:47 AM	8:52 AM	9:01 AM	9:09 AM
1	8:51 AM	8:57 AM	9:07 AM	9:15 AM	9:20 AM	9:29 AM	9:37 AM
2	9:02 AM	9:08 AM	9:18 AM	9:26 AM	9:31 AM	9:40 AM	9:48 AM
3	9:14 AM	9:20 AM	9:30 AM	9:38 AM	9:43 AM	9:52 AM	10:00 AM
4	9:25 AM	9:31 AM	9:41 AM	9:49 AM	9:54 AM	10:03 AM	10:11 AM
1	9:42 AM	9:48 AM	9:58 AM	10:06 AM	10:11 AM	10:20 AM	10:28 AM
2	9:53 AM	9:59 AM	10:09 AM	10:17 AM	10:22 AM	10:31 AM	10:39 AM
3	10:05 AM	10:11 AM	10:21 AM	10:29 AM	10:34 AM	10:43 AM	10:51 AM
4	10:16 AM	10:22 AM	10:32 AM	10:40 AM	10:45 AM	10:54 AM	11:02 AM
1	10:33 AM	10:39 AM	10:49 AM	10:57 AM	11:02 AM	11:11 AM	11:19 AM
2	10:44 AM	10:50 AM	11:00 AM	11:08 AM	11:13 AM	11:22 AM	11:30 AM
3	10:56 AM	11:02 AM	11:12 AM	11:20 AM	11:25 AM	11:34 AM	11:42 AM
4	11:07 AM	11:13 AM	11:23 AM	11:31 AM	11:36 AM	11:45 AM	11:53 AM
1	11:24 AM	11:30 AM	11:40 AM	11:48 AM	11:53 AM	12:02 PM	12:10 PM
2	11:35 AM	11:41 AM	11:51 AM	11:59 AM	12:04 PM	12:13 PM	12:21 PM
3	11:47 AM	11:53 AM	12:03 PM	12:11 PM	12:16 PM	12:25 PM	12:33 PM
4	11:58 AM	12:04 PM	12:14 PM	12:22 PM	12:27 PM	12:36 PM	12:44 PM
1	12:15 PM	12:21 PM	12:31 PM	12:39 PM	12:44 PM	12:53 PM	1:01 PM
2	12:26 PM	12:32 PM	12:42 PM	12:50 PM	12:55 PM	1:04 PM	1:12 PM
3	12:38 PM	12:44 PM	12:54 PM	1:02 PM	1:07 PM	1:16 PM	1:24 PM
4	12:49 PM	12:55 PM	1:05 PM	1:13 PM	1:18 PM	1:27 PM	1:35 PM
1	1:06 PM	1:12 PM	1:22 PM	1:30 PM	1:35 PM	1:44 PM	1:52 PM
2	1:17 PM	1:23 PM	1:33 PM	1:41 PM	1:46 PM	1:55 PM	2:03 PM
3	1:29 PM	1:35 PM	1:45 PM	1:53 PM	1:58 PM	2:07 PM	2:15 PM
4	1:40 PM	1:46 PM	1:56 PM	2:04 PM	2:09 PM	2:18 PM	2:26 PM
1	1:57 PM	2:03 PM	2:13 PM	2:21 PM	2:26 PM	2:35 PM	2:43 PM
2	2:08 PM	2:14 PM	2:24 PM	2:32 PM	2:37 PM	2:46 PM	2:54 PM
3	2:20 PM	2:26 PM	2:36 PM	2:44 PM	2:49 PM	2:58 PM	3:06 PM
4	2:31 PM	2:37 PM	2:47 PM	2:55 PM	3:00 PM	3:09 PM	3:17 PM
1	2:48 PM	2:54 PM	3:04 PM	3:12 PM	3:17 PM	3:26 PM	3:34 PM
2	2:59 PM	3:05 PM	3:15 PM	3:23 PM	3:28 PM	3:37 PM	3:45 PM
3	3:11 PM	3:17 PM	3:27 PM	3:35 PM	3:40 PM	3:49 PM	3:57 PM
4	3:22 PM	3:28 PM	3:38 PM	3:46 PM	3:51 PM	4:00 PM	4:08 PM
1	3:39 PM	3:45 PM	3:55 PM	4:03 PM	4:08 PM	4:17 PM	4:25 PM
2	3:50 PM	3:56 PM	4:06 PM	4:14 PM	4:19 PM	4:28 PM	4:36 PM
3	4:02 PM	4:08 PM	4:18 PM	4:26 PM	4:31 PM	4:40 PM	4:48 PM
4	4:13 PM	4:19 PM	4:29 PM	4:37 PM	4:42 PM	4:51 PM	4:59 PM
1	4:30 PM	4:36 PM	4:46 PM	4:54 PM	4:59 PM	5:08 PM	5:16 PM
2	4:41 PM	4:47 PM	4:57 PM	5:05 PM	5:10 PM	5:19 PM	5:27 PM
3	4:53 PM	4:59 PM	5:09 PM	5:17 PM	5:22 PM	5:31 PM	5:39 PM
4	5:04 PM	5:10 PM	5:20 PM	5:28 PM	5:33 PM	5:42 PM	5:50 PM
1	5:21 PM	5:27 PM	5:37 PM	5:45 PM	5:50 PM	5:59 PM	6:07 PM
2	5:32 PM	5:38 PM	5:48 PM	5:56 PM	6:01 PM	6:10 PM	6:18 PM
3	5:44 PM	5:50 PM	6:00 PM	6:08 PM	6:13 PM	6:22 PM	6:30 PM
4	5:55 PM	6:01 PM	6:11 PM	6:19 PM	6:24 PM	6:33 PM	6:41 PM
1	6:12 PM	6:18 PM	6:28 PM	6:36 PM	6:41 PM	6:50 PM	6:58 PM
2	6:23 PM	6:29 PM	6:39 PM	6:47 PM	6:52 PM	7:01 PM	7:09 PM
3	6:35 PM	6:41 PM	6:51 PM	6:59 PM			
4	6:46 PM	6:52 PM	7:02 PM	7:10 PM			

Total 49.14 trips

July 1 - September 4 (Weekends & Holidays)							
Lodgepole to Giant Forest Museum: Departure							
Vehicle	Lodgepole Campground	Lodgepole Visitor Center	Lower Sherman Tree Accessible Trail	Arrival: Giant Forest Museum	Giant Forest Museum	Lower Sherman Tree Accessible Trail	Arrival: Lodgepole Campgrounds
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5	8:40 AM	8:47 AM	8:58 AM	9:06 AM	9:11 AM	9:21 AM	9:30 AM
1	8:55 AM	9:02 AM	9:13 AM	9:21 AM	9:26 AM	9:36 AM	9:45 AM
2	9:05 AM	9:12 AM	9:23 AM	9:31 AM	9:36 AM	9:46 AM	9:55 AM
3	9:15 AM	9:22 AM	9:33 AM	9:41 AM	9:46 AM	9:56 AM	10:05 AM
4	9:25 AM	9:32 AM	9:43 AM	9:51 AM	9:56 AM	10:06 AM	10:15 AM
5	9:35 AM	9:42 AM	9:53 AM	10:01 AM	10:06 AM	10:16 AM	10:25 AM
1	9:50 AM	9:57 AM	10:08 AM	10:16 AM	10:21 AM	10:31 AM	10:40 AM
2	10:00 AM	10:07 AM	10:18 AM	10:26 AM	10:31 AM	10:41 AM	10:50 AM
3	10:10 AM	10:17 AM	10:28 AM	10:36 AM	10:41 AM	10:51 AM	11:00 AM
4	10:20 AM	10:27 AM	10:38 AM	10:46 AM	10:51 AM	11:01 AM	11:10 AM
5	10:30 AM	10:37 AM	10:48 AM	10:56 AM	11:01 AM	11:11 AM	11:20 AM
1	10:45 AM	10:52 AM	11:03 AM	11:11 AM	11:16 AM	11:26 AM	11:35 AM
2	10:55 AM	11:02 AM	11:13 AM	11:21 AM	11:26 AM	11:36 AM	11:45 AM
3	11:05 AM	11:12 AM	11:23 AM	11:31 AM	11:36 AM	11:46 AM	11:55 AM
4	11:15 AM	11:22 AM	11:33 AM	11:41 AM	11:46 AM	11:56 AM	12:05 PM
5	11:25 AM	11:32 AM	11:43 AM	11:51 AM	11:56 AM	12:06 PM	12:15 PM
1	11:40 AM	11:47 AM	11:58 AM	12:06 PM	12:11 PM	12:21 PM	12:30 PM
2	11:50 AM	11:57 AM	12:08 PM	12:16 PM	12:21 PM	12:31 PM	12:40 PM
3	12:00 PM	12:07 PM	12:18 PM	12:26 PM	12:31 PM	12:41 PM	12:50 PM
4	12:10 PM	12:17 PM	12:28 PM	12:36 PM	12:41 PM	12:51 PM	1:00 PM
5	12:20 PM	12:27 PM	12:38 PM	12:46 PM	12:51 PM	1:01 PM	1:10 PM
1	12:35 PM	12:42 PM	12:53 PM	1:01 PM	1:06 PM	1:16 PM	1:25 PM
2	12:45 PM	12:52 PM	1:03 PM	1:11 PM	1:16 PM	1:26 PM	1:35 PM
3	12:55 PM	1:02 PM	1:13 PM	1:21 PM	1:26 PM	1:36 PM	1:45 PM
4	1:05 PM	1:12 PM	1:23 PM	1:31 PM	1:36 PM	1:46 PM	1:55 PM
5	1:15 PM	1:22 PM	1:33 PM	1:41 PM	1:46 PM	1:56 PM	2:05 PM
1	1:30 PM	1:37 PM	1:48 PM	1:56 PM	2:01 PM	2:11 PM	2:20 PM
2	1:40 PM	1:47 PM	1:58 PM	2:06 PM	2:11 PM	2:21 PM	2:30 PM
3	1:50 PM	1:57 PM	2:08 PM	2:16 PM	2:21 PM	2:31 PM	2:40 PM
4	2:00 PM	2:07 PM	2:18 PM	2:26 PM	2:31 PM	2:41 PM	2:50 PM
5	2:10 PM	2:17 PM	2:28 PM	2:36 PM	2:41 PM	2:51 PM	3:00 PM
1	2:25 PM	2:32 PM	2:43 PM	2:51 PM	2:56 PM	3:06 PM	3:15 PM
2	2:35 PM	2:42 PM	2:53 PM	3:01 PM	3:06 PM	3:16 PM	3:25 PM
3	2:45 PM	2:52 PM	3:03 PM	3:11 PM	3:16 PM	3:26 PM	3:35 PM
4	2:55 PM	3:02 PM	3:13 PM	3:21 PM	3:26 PM	3:36 PM	3:45 PM
5	3:05 PM	3:12 PM	3:23 PM	3:31 PM	3:36 PM	3:46 PM	3:55 PM
1	3:20 PM	3:27 PM	3:38 PM	3:46 PM	3:51 PM	4:01 PM	4:10 PM
2	3:30 PM	3:37 PM	3:48 PM	3:56 PM	4:01 PM	4:11 PM	4:20 PM
3	3:40 PM	3:47 PM	3:58 PM	4:06 PM	4:11 PM	4:21 PM	4:30 PM
4	3:50 PM	3:57 PM	4:08 PM	4:16 PM	4:21 PM	4:31 PM	4:40 PM
5	4:00 PM	4:07 PM	4:18 PM	4:26 PM	4:31 PM	4:41 PM	4:50 PM
1	4:15 PM	4:22 PM	4:33 PM	4:41 PM	4:46 PM	4:56 PM	5:05 PM
2	4:25 PM	4:32 PM	4:43 PM	4:51 PM	4:56 PM	5:06 PM	5:15 PM
3	4:35 PM	4:42 PM	4:53 PM	5:01 PM	5:06 PM	5:16 PM	5:25 PM
4	4:45 PM	4:52 PM	5:03 PM	5:11 PM	5:16 PM	5:26 PM	5:35 PM
5	4:55 PM	5:02 PM	5:13 PM	5:21 PM	5:26 PM	5:36 PM	5:45 PM
1	5:10 PM	5:17 PM	5:28 PM	5:36 PM	5:41 PM	5:51 PM	6:00 PM
2	5:20 PM	5:27 PM	5:38 PM	5:46 PM	5:51 PM	6:01 PM	6:10 PM
3	5:30 PM	5:37 PM	5:48 PM	5:56 PM	6:01 PM	6:11 PM	6:20 PM
4	5:40 PM	5:47 PM	5:58 PM	6:06 PM	6:11 PM	6:21 PM	6:30 PM
5	5:50 PM	5:57 PM	6:08 PM	6:16 PM	6:21 PM	6:31 PM	6:40 PM
1	6:05 PM	6:12 PM	6:23 PM	6:31 PM	6:36 PM	6:46 PM	6:55 PM
2	6:15 PM	6:22 PM	6:33 PM	6:41 PM	6:46 PM	6:56 PM	7:05 PM
3	6:25 PM	6:32 PM	6:43 PM	6:51 PM	6:56 PM	7:06 PM	7:15 PM
4	6:35 PM	6:42 PM	6:53 PM	7:01 PM			
5	6:45 PM	6:52 PM	7:03 PM	7:11 PM			

Total 57.14 trips

Sequoia Shuttle Route 2 Schedule 2023

May 25 - June 27 (Daily), June 28 - Sept. 1 (Weekdays), & Sept. 5 - Sept. 10 (Daily)					
Moro Rock - Access Road Open: Departure					
Vehicle	Giant Forest Museum	Morow Rock	Arrival: Crescent Meadow	Crescent Meadow	Arrival: Giant Forest Museum
1	8:00 AM	8:11 AM	8:18 AM	8:23 AM	8:34 AM
2	8:18 AM	8:29 AM	8:36 AM	8:41 AM	8:52 AM
1	8:39 AM	8:50 AM	8:57 AM	9:02 AM	9:13 AM
2	8:57 AM	9:08 AM	9:15 AM	9:20 AM	9:31 AM
3	9:09 AM	9:20 AM	9:27 AM	9:32 AM	9:43 AM
1	9:21 AM	9:32 AM	9:39 AM	9:44 AM	9:55 AM
2	9:36 AM	9:47 AM	9:54 AM	9:59 AM	10:10 AM
3	9:48 AM	9:59 AM	10:06 AM	10:11 AM	10:22 AM
1	10:00 AM	10:11 AM	10:18 AM	10:23 AM	10:34 AM
2	10:15 AM	10:26 AM	10:33 AM	10:38 AM	10:49 AM
3	10:27 AM	10:38 AM	10:45 AM	10:50 AM	11:01 AM
1	10:39 AM	10:50 AM	10:57 AM	11:02 AM	11:13 AM
2	10:54 AM	11:05 AM	11:12 AM	11:17 AM	11:28 AM
3	11:06 AM	11:17 AM	11:24 AM	11:29 AM	11:40 AM
1	11:18 AM	11:29 AM	11:36 AM	11:41 AM	11:52 AM
2	11:33 AM	11:44 AM	11:51 AM	11:56 AM	12:07 PM
3	11:45 AM	11:56 AM	12:03 PM	12:08 PM	12:19 PM
1	11:57 AM	12:08 PM	12:15 PM	12:20 PM	12:31 PM
2	12:12 PM	12:23 PM	12:30 PM	12:35 PM	12:46 PM
3	12:24 PM	12:35 PM	12:42 PM	12:47 PM	12:58 PM
1	12:36 PM	12:47 PM	12:54 PM	12:59 PM	1:10 PM
2	12:51 PM	1:02 PM	1:09 PM	1:14 PM	1:25 PM
3	1:03 PM	1:14 PM	1:21 PM	1:26 PM	1:37 PM
1	1:15 PM	1:26 PM	1:33 PM	1:38 PM	1:49 PM
2	1:30 PM	1:41 PM	1:48 PM	1:53 PM	2:04 PM
3	1:42 PM	1:53 PM	2:00 PM	2:05 PM	2:16 PM
1	1:54 PM	2:05 PM	2:12 PM	2:17 PM	2:28 PM
2	2:09 PM	2:20 PM	2:27 PM	2:32 PM	2:43 PM
3	2:21 PM	2:32 PM	2:39 PM	2:44 PM	2:55 PM
1	2:33 PM	2:44 PM	2:51 PM	2:56 PM	3:07 PM
2	2:48 PM	2:59 PM	3:06 PM	3:11 PM	3:22 PM
3	3:00 PM	3:11 PM	3:18 PM	3:23 PM	3:34 PM
1	3:12 PM	3:23 PM	3:30 PM	3:35 PM	3:46 PM
2	3:27 PM	3:38 PM	3:45 PM	3:50 PM	4:01 PM
3	3:39 PM	3:50 PM	3:57 PM	4:02 PM	4:13 PM
1	3:51 PM	4:02 PM	4:09 PM	4:14 PM	4:25 PM
2	4:06 PM	4:17 PM	4:24 PM	4:29 PM	4:40 PM
3	4:18 PM	4:29 PM	4:36 PM	4:41 PM	4:52 PM
1	4:30 PM	4:41 PM	4:48 PM	4:53 PM	5:04 PM
2	4:45 PM	4:56 PM	5:03 PM	5:08 PM	5:19 PM
3	4:57 PM	5:08 PM	5:15 PM	5:20 PM	5:31 PM
1	5:09 PM	5:20 PM	5:27 PM	5:32 PM	5:43 PM
2	5:24 PM	5:35 PM	5:42 PM	5:47 PM	5:58 PM
3	5:36 PM	5:47 PM	5:54 PM	5:59 PM	6:10 PM
1	5:48 PM	5:59 PM	6:06 PM	6:11 PM	6:22 PM
2	6:03 PM	6:14 PM	6:21 PM	6:26 PM	6:37 PM
3	6:15 PM	6:26 PM	6:33 PM	6:38 PM	6:49 PM
1	6:27 PM	6:38 PM	6:45 PM	6:50 PM	7:01 PM
2	6:42 PM	6:53 PM	7:00 PM	7:05 PM	7:16 PM

Total 49.00 trips

July 1 - September 4 (Weekends & Holidays)					
Moro Rock - Road Closure: Departure					
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3	8:52 AM	9:02 AM	9:08 AM	9:13 AM	9:22 AM
4	9:01 AM	9:11 AM	9:17 AM	9:22 AM	9:31 AM
1	9:10 AM	9:20 AM	9:26 AM	9:31 AM	9:40 AM
2	9:18 AM	9:28 AM	9:34 AM	9:39 AM	9:48 AM
3	9:27 AM	9:37 AM	9:43 AM	9:48 AM	9:57 AM
4	9:36 AM	9:46 AM	9:52 AM	9:57 AM	10:06 AM
1	9:45 AM	9:55 AM	10:01 AM	10:06 AM	10:15 AM
2	9:53 AM	10:03 AM	10:09 AM	10:14 AM	10:23 AM
3	10:02 AM	10:12 AM	10:18 AM	10:23 AM	10:32 AM
4	10:11 AM	10:21 AM	10:27 AM	10:32 AM	10:41 AM
1	10:20 AM	10:30 AM	10:36 AM	10:41 AM	10:50 AM
2	10:28 AM	10:38 AM	10:44 AM	10:49 AM	10:58 AM
3	10:37 AM	10:47 AM	10:53 AM	10:58 AM	11:07 AM
4	10:46 AM	10:56 AM	11:02 AM	11:07 AM	11:16 AM
1	10:55 AM	11:05 AM	11:11 AM	11:16 AM	11:25 AM
2	11:03 AM	11:13 AM	11:19 AM	11:24 AM	11:33 AM
3	11:12 AM	11:22 AM	11:28 AM	11:33 AM	11:42 AM
4	11:21 AM	11:31 AM	11:37 AM	11:42 AM	11:51 AM
1	11:30 AM	11:40 AM	11:46 AM	11:51 AM	12:00 PM
2	11:38 AM	11:48 AM	11:54 AM	11:59 AM	12:08 PM
3	11:47 AM	11:57 AM	12:03 PM	12:08 PM	12:17 PM
4	11:56 AM	12:06 PM	12:12 PM	12:17 PM	12:26 PM
1	12:05 PM	12:15 PM	12:21 PM	12:26 PM	12:35 PM
2	12:13 PM	12:23 PM	12:29 PM	12:34 PM	12:43 PM
3	12:22 PM	12:32 PM	12:38 PM	12:43 PM	12:52 PM
4	12:31 PM	12:41 PM	12:47 PM	12:52 PM	1:01 PM
1	12:40 PM	12:50 PM	12:56 PM	1:01 PM	1:10 PM
2	12:48 PM	12:58 PM	1:04 PM	1:09 PM	1:18 PM
3	12:57 PM	1:07 PM	1:13 PM	1:18 PM	1:27 PM
4	1:06 PM	1:16 PM	1:22 PM	1:27 PM	1:36 PM
1	1:15 PM	1:25 PM	1:31 PM	1:36 PM	1:45 PM
2	1:23 PM	1:33 PM	1:39 PM	1:44 PM	1:53 PM
3	1:32 PM	1:42 PM	1:48 PM	1:53 PM	2:02 PM
4	1:41 PM	1:51 PM	1:57 PM	2:02 PM	2:11 PM
1	1:50 PM	2:00 PM	2:06 PM	2:11 PM	2:20 PM
2	1:58 PM	2:08 PM	2:14 PM	2:19 PM	2:28 PM
3	2:07 PM	2:17 PM	2:23 PM	2:28 PM	2:37 PM
4	2:16 PM	2:26 PM	2:32 PM	2:37 PM	2:46 PM
1	2:25 PM	2:35 PM	2:41 PM	2:46 PM	2:55 PM
2	2:33 PM	2:43 PM	2:49 PM	2:54 PM	3:03 PM
3	2:42 PM	2:52 PM	2:58 PM	3:03 PM	3:12 PM
4	2:51 PM	3:01 PM	3:07 PM	3:12 PM	3:21 PM
1	3:00 PM	3:10 PM	3:16 PM	3:21 PM	3:30 PM
2	3:08 PM	3:18 PM	3:24 PM	3:29 PM	3:38 PM
3	3:17 PM	3:27 PM	3:33 PM	3:38 PM	3:47 PM
4	3:26 PM	3:36 PM	3:42 PM	3:47 PM	3:56 PM
1	3:35 PM	3:45 PM	3:51 PM	3:56 PM	4:05 PM
2	3:43 PM	3:53 PM	3:59 PM	4:04 PM	4:13 PM
3	3:52 PM	4:02 PM	4:08 PM	4:13 PM	4:22 PM
4	4:01 PM	4:11 PM	4:17 PM	4:22 PM	4:31 PM
1	4:10 PM	4:20 PM	4:26 PM	4:31 PM	4:40 PM
2	4:18 PM	4:28 PM	4:34 PM	4:39 PM	4:48 PM
3	4:27 PM	4:37 PM	4:43 PM	4:48 PM	4:57 PM
4	4:36 PM	4:46 PM	4:52 PM	4:57 PM	5:06 PM
1	4:45 PM	4:55 PM	5:01 PM	5:06 PM	5:15 PM
2	4:53 PM	5:03 PM	5:09 PM	5:14 PM	5:23 PM
3	5:02 PM	5:12 PM	5:18 PM	5:23 PM	5:32 PM
4	5:11 PM	5:21 PM	5:27 PM	5:32 PM	5:41 PM
1	5:20 PM	5:30 PM	5:36 PM	5:41 PM	5:50 PM
2	5:28 PM	5:38 PM	5:44 PM	5:49 PM	5:58 PM
3	5:37 PM	5:47 PM	5:53 PM	5:58 PM	6:07 PM
4	5:46 PM	5:56 PM	6:02 PM	6:07 PM	6:16 PM
1	5:55 PM	6:05 PM	6:11 PM	6:16 PM	6:25 PM
2	6:03 PM	6:13 PM	6:19 PM	6:24 PM	6:33 PM
3	6:12 PM	6:22 PM	6:28 PM	6:33 PM	6:42 PM
4	6:21 PM	6:31 PM	6:37 PM	6:42 PM	6:51 PM
1	6:30 PM	6:40 PM	6:46 PM	6:51 PM	7:00 PM
2	6:38 PM	6:48 PM	6:54 PM	6:59 PM	7:08 PM
3	6:47 PM	6:57 PM	7:03 PM	7:08 PM	7:17 PM

Total 72.00 trips

Sequoia Shuttle Route 3 Schedule 2022

May 25 - June 27 & Sept. 7 - Sept. 8 (Weekdays)						
Wukasachi to Lodgepole Campgrounds: Departure						
Vehicle	Lodgepole Campground	Lodgepole Visitor Center	Arrival: Wuksachi Village	Wuksachi Village	Arrival: Lodgepole Campground	
1	8:00 AM	8:04 AM	8:11 AM	8:16 AM	8:25 AM	1.00
1	8:30 AM	8:34 AM	8:41 AM	8:46 AM	8:55 AM	1.00
1	9:00 AM	9:04 AM	9:11 AM	9:16 AM	9:25 AM	1.00
1	9:30 AM	9:34 AM	9:41 AM	9:46 AM	9:55 AM	1.00
1	10:00 AM	10:04 AM	10:11 AM	10:16 AM	10:25 AM	1.00
1	10:30 AM	10:34 AM	10:41 AM	10:46 AM	10:55 AM	1.00
1	11:00 AM	11:04 AM	11:11 AM	11:16 AM	11:25 AM	1.00
1	11:30 AM	11:34 AM	11:41 AM	11:46 AM	11:55 AM	1.00
1	12:00 PM	12:04 PM	12:11 PM	12:16 PM	12:25 PM	1.00
1	12:30 PM	12:34 PM	12:41 PM	12:46 PM	12:55 PM	1.00
1	1:00 PM	1:04 PM	1:11 PM	1:16 PM	1:25 PM	1.00
1	1:30 PM	1:34 PM	1:41 PM	1:46 PM	1:55 PM	1.00
1	2:00 PM	2:04 PM	2:11 PM	2:16 PM	2:25 PM	1.00
1	2:30 PM	2:34 PM	2:41 PM	2:46 PM	2:55 PM	1.00
1	3:00 PM	3:04 PM	3:11 PM	3:16 PM	3:25 PM	1.00
1	3:30 PM	3:34 PM	3:41 PM	3:46 PM	3:55 PM	1.00
1	4:00 PM	4:04 PM	4:11 PM	4:16 PM	4:25 PM	1.00
1	4:30 PM	4:34 PM	4:41 PM	4:46 PM	4:55 PM	1.00
1	5:00 PM	5:04 PM	5:11 PM	5:16 PM	5:25 PM	1.00
1	5:30 PM	5:34 PM	5:41 PM	5:46 PM	5:55 PM	1.00
1	6:00 PM	6:04 PM	6:11 PM	6:16 PM	6:25 PM	1.00
1	6:30 PM	6:34 PM	6:41 PM	6:46 PM	6:55 PM	1.00
Total						22.00 trips

May 27 - June 28 & Sept. 9 - Sept. 10 (Weekends & Holidays)						
Wukasachi to Lodgepole Campgrounds: Departure						
Vehicle	Lodgepole Campground	Lodgepole Visitor Center	Arrival: Wuksachi Village	Wuksachi Village	Arrival: Lodgepole Campground	
1	8:00 AM	8:04 AM	8:11 AM	8:16 AM	8:25 AM	1.00
1	8:30 AM	8:34 AM	8:41 AM	8:46 AM	8:55 AM	1.00
1	9:00 AM	9:04 AM	9:11 AM	9:16 AM	9:25 AM	1.00
2	9:15 AM	9:19 AM	9:26 AM	9:31 AM	9:40 AM	1.00
1	9:30 AM	9:34 AM	9:41 AM	9:46 AM	9:55 AM	1.00
2	9:45 AM	9:49 AM	9:56 AM	10:01 AM	10:10 AM	1.00
1	10:00 AM	10:04 AM	10:11 AM	10:16 AM	10:25 AM	1.00
2	10:15 AM	10:19 AM	10:26 AM	10:31 AM	10:40 AM	1.00
1	10:30 AM	10:34 AM	10:41 AM	10:46 AM	10:55 AM	1.00
2	10:45 AM	10:49 AM	10:56 AM	11:01 AM	11:10 AM	1.00
1	11:00 AM	11:04 AM	11:11 AM	11:16 AM	11:25 AM	1.00
2	11:15 AM	11:19 AM	11:26 AM	11:31 AM	11:40 AM	1.00
1	11:30 AM	11:34 AM	11:41 AM	11:46 AM	11:55 AM	1.00
2	11:45 AM	11:49 AM	11:56 AM	12:01 PM	12:10 PM	1.00
1	12:00 PM	12:04 PM	12:11 PM	12:16 PM	12:25 PM	1.00
2	12:15 PM	12:19 PM	12:26 PM	12:31 PM	12:40 PM	1.00
1	12:30 PM	12:34 PM	12:41 PM	12:46 PM	12:55 PM	1.00
2	12:45 PM	12:49 PM	12:56 PM	1:01 PM	1:10 PM	1.00
1	1:00 PM	1:04 PM	1:11 PM	1:16 PM	1:25 PM	1.00
2	1:15 PM	1:19 PM	1:26 PM	1:31 PM	1:40 PM	1.00
1	1:30 PM	1:34 PM	1:41 PM	1:46 PM	1:55 PM	1.00
2	1:45 PM	1:49 PM	1:56 PM	2:01 PM	2:10 PM	1.00
1	2:00 PM	2:04 PM	2:11 PM	2:16 PM	2:25 PM	1.00
2	2:15 PM	2:19 PM	2:26 PM	2:31 PM	2:40 PM	1.00
1	2:30 PM	2:34 PM	2:41 PM	2:46 PM	2:55 PM	1.00
2	2:45 PM	2:49 PM	2:56 PM	3:01 PM	3:10 PM	1.00
1	3:00 PM	3:04 PM	3:11 PM	3:16 PM	3:25 PM	1.00
2	3:15 PM	3:19 PM	3:26 PM	3:31 PM	3:40 PM	1.00
1	3:30 PM	3:34 PM	3:41 PM	3:46 PM	3:55 PM	1.00
2	3:45 PM	3:49 PM	3:56 PM	4:01 PM	4:10 PM	1.00
1	4:00 PM	4:04 PM	4:11 PM	4:16 PM	4:25 PM	1.00
2	4:15 PM	4:19 PM	4:26 PM	4:31 PM	4:40 PM	1.00
1	4:30 PM	4:34 PM	4:41 PM	4:46 PM	4:55 PM	1.00
2	4:45 PM	4:49 PM	4:56 PM	5:01 PM	5:10 PM	1.00
1	5:00 PM	5:04 PM	5:11 PM	5:16 PM	5:25 PM	1.00
2	5:15 PM	5:19 PM	5:26 PM	5:31 PM	5:40 PM	1.00
1	5:30 PM	5:34 PM	5:41 PM	5:46 PM	5:55 PM	1.00
2	5:45 PM	5:49 PM	5:56 PM	6:01 PM	6:10 PM	1.00
1	6:00 PM	6:04 PM	6:11 PM	6:16 PM	6:25 PM	1.00
2	6:15 PM	6:19 PM	6:26 PM	6:31 PM	6:40 PM	1.00
1	6:30 PM	6:34 PM	6:41 PM	6:46 PM	6:55 PM	1.00
2	6:45 PM	6:49 PM	6:56 PM	7:01 PM	7:10 PM	1.00
Total						42.00 trips

Sequoia Shuttle Route 3 Schedule 2022

May 29 - Sept. 6 (Weekdays)

Wukasachi to Lower Sherman: Departure

Vehicle	Lodgepole Campground	Lodgepole Visitor Center	Wuksachi Village	Dorst Creek Campgrounds 1st Stop	Arrival: Dorst Amphitheater	Dorst Creek Amphitheater	Dorst Creek Campgrounds 3rd Stop	Wuksachi Village	Arrival: Lodgepole Campground	
1	8:00 AM	8:04 AM	8:12 AM	8:32 AM	8:35 AM	8:40 AM	8:45 AM	9:03 AM	9:12 AM	1.00
2	8:25 AM	8:29 AM	8:37 AM	8:57 AM	9:00 AM	9:05 AM	9:10 AM	9:28 AM	9:37 AM	1.00
3	8:51 AM	8:55 AM	9:03 AM	9:23 AM	9:26 AM	9:31 AM	9:36 AM	9:54 AM	10:03 AM	1.00
1	9:17 AM	9:21 AM	9:29 AM	9:49 AM	9:52 AM	9:57 AM	10:02 AM	10:20 AM	10:29 AM	1.00
2	9:42 AM	9:46 AM	9:54 AM	10:14 AM	10:17 AM	10:22 AM	10:27 AM	10:45 AM	10:54 AM	1.00
3	10:08 AM	10:12 AM	10:20 AM	10:40 AM	10:43 AM	10:48 AM	10:53 AM	11:11 AM	11:20 AM	1.00
1	10:34 AM	10:38 AM	10:46 AM	11:06 AM	11:09 AM	11:14 AM	11:19 AM	11:37 AM	11:46 AM	1.00
2	10:59 AM	11:03 AM	11:11 AM	11:31 AM	11:34 AM	11:39 AM	11:44 AM	12:02 PM	12:11 PM	1.00
3	11:25 AM	11:29 AM	11:37 AM	11:57 AM	12:00 PM	12:05 PM	12:10 PM	12:28 PM	12:37 PM	1.00
1	11:51 AM	11:55 AM	12:03 PM	12:23 PM	12:26 PM	12:31 PM	12:36 PM	12:54 PM	1:03 PM	1.00
2	12:16 PM	12:20 PM	12:28 PM	12:48 PM	12:51 PM	12:56 PM	1:01 PM	1:19 PM	1:28 PM	1.00
3	12:42 PM	12:46 PM	12:54 PM	1:14 PM	1:17 PM	1:22 PM	1:27 PM	1:45 PM	1:54 PM	1.00
1	1:08 PM	1:12 PM	1:20 PM	1:40 PM	1:43 PM	1:48 PM	1:53 PM	2:11 PM	2:20 PM	1.00
2	1:33 PM	1:37 PM	1:45 PM	2:05 PM	2:08 PM	2:13 PM	2:18 PM	2:36 PM	2:45 PM	1.00
3	1:59 PM	2:03 PM	2:11 PM	2:31 PM	2:34 PM	2:39 PM	2:44 PM	3:02 PM	3:11 PM	1.00
1	2:25 PM	2:29 PM	2:37 PM	2:57 PM	3:00 PM	3:05 PM	3:10 PM	3:28 PM	3:37 PM	1.00
2	2:50 PM	2:54 PM	3:02 PM	3:22 PM	3:25 PM	3:30 PM	3:35 PM	3:53 PM	4:02 PM	1.00
3	3:16 PM	3:20 PM	3:28 PM	3:48 PM	3:51 PM	3:56 PM	4:01 PM	4:19 PM	4:28 PM	1.00
1	3:42 PM	3:46 PM	3:54 PM	4:14 PM	4:17 PM	4:22 PM	4:27 PM	4:45 PM	4:54 PM	1.00
2	4:07 PM	4:11 PM	4:19 PM	4:39 PM	4:42 PM	4:47 PM	4:52 PM	5:10 PM	5:19 PM	1.00
3	4:33 PM	4:37 PM	4:45 PM	5:05 PM	5:08 PM	5:13 PM	5:18 PM	5:36 PM	5:45 PM	1.00
1	4:59 PM	5:03 PM	5:11 PM	5:31 PM	5:34 PM	5:39 PM	5:44 PM	6:02 PM	6:11 PM	1.00
2	5:24 PM	5:28 PM	5:36 PM	5:56 PM	5:59 PM	6:04 PM	6:09 PM	6:27 PM	6:36 PM	1.00
3	5:50 PM	5:54 PM	6:02 PM	6:22 PM	6:25 PM	6:30 PM	6:35 PM	6:53 PM	7:02 PM	1.00
1	6:16 PM	6:20 PM	6:28 PM	6:48 PM	6:51 PM	6:56 PM	7:01 PM	7:19 PM		0.89
2	6:41 PM	6:45 PM	6:53 PM							0.33
Total										<u>25.22</u> trips

Sequoia Shuttle Route 4 Schedule 2023

May 25 - Sept. 10 (Daily)					
Wolverton to Lower Sherman: Departure					
Vehicle	Wolverton Parking Lot	Arrival: Lower Sherman Tree Accessible Trail	Lower Sherman Tree Accessible Trail	Upper Sherman Parking Lot	Arrival: Wolverton Parking Lot
1	8:00 AM	8:08 AM	8:13 AM	8:22 AM	8:28 AM
1	8:33 AM	8:41 AM	8:46 AM	8:55 AM	9:01 AM
1	9:06 AM	9:14 AM	9:19 AM	9:28 AM	9:34 AM
2	9:22 AM	9:30 AM	9:35 AM	9:44 AM	9:50 AM
1	9:39 AM	9:47 AM	9:52 AM	10:01 AM	10:07 AM
2	9:55 AM	10:03 AM	10:08 AM	10:17 AM	10:23 AM
1	10:12 AM	10:20 AM	10:25 AM	10:34 AM	10:40 AM
2	10:28 AM	10:36 AM	10:41 AM	10:50 AM	10:56 AM
1	10:45 AM	10:53 AM	10:58 AM	11:07 AM	11:13 AM
2	11:01 AM	11:09 AM	11:14 AM	11:23 AM	11:29 AM
1	11:18 AM	11:26 AM	11:31 AM	11:40 AM	11:46 AM
2	11:34 AM	11:42 AM	11:47 AM	11:56 AM	12:02 PM
1	11:51 AM	11:59 AM	12:04 PM	12:13 PM	12:19 PM
2	12:07 PM	12:15 PM	12:20 PM	12:29 PM	12:35 PM
1	12:24 PM	12:32 PM	12:37 PM	12:46 PM	12:52 PM
2	12:40 PM	12:48 PM	12:53 PM	1:02 PM	1:08 PM
1	12:57 PM	1:05 PM	1:10 PM	1:19 PM	1:25 PM
2	1:13 PM	1:21 PM	1:26 PM	1:35 PM	1:41 PM
1	1:30 PM	1:38 PM	1:43 PM	1:52 PM	1:58 PM
2	1:46 PM	1:54 PM	1:59 PM	2:08 PM	2:14 PM
1	2:03 PM	2:11 PM	2:16 PM	2:25 PM	2:31 PM
2	2:19 PM	2:27 PM	2:32 PM	2:41 PM	2:47 PM
1	2:36 PM	2:44 PM	2:49 PM	2:58 PM	3:04 PM
2	2:52 PM	3:00 PM	3:05 PM	3:14 PM	3:20 PM
1	3:09 PM	3:17 PM	3:22 PM	3:31 PM	3:37 PM
2	3:25 PM	3:33 PM	3:38 PM	3:47 PM	3:53 PM
1	3:42 PM	3:50 PM	3:55 PM	4:04 PM	4:10 PM
2	3:58 PM	4:06 PM	4:11 PM	4:20 PM	4:26 PM
1	4:15 PM	4:23 PM	4:28 PM	4:37 PM	4:43 PM
2	4:31 PM	4:39 PM	4:44 PM	4:53 PM	4:59 PM
1	4:48 PM	4:56 PM	5:01 PM	5:10 PM	5:16 PM
2	5:04 PM	5:12 PM	5:17 PM	5:26 PM	5:32 PM
1	5:21 PM	5:29 PM	5:34 PM	5:43 PM	5:49 PM
2	5:37 PM	5:45 PM	5:50 PM	5:59 PM	6:05 PM
1	5:54 PM	6:02 PM	6:07 PM	6:16 PM	6:22 PM
2	6:10 PM	6:18 PM	6:23 PM	6:32 PM	6:38 PM
1	6:27 PM	6:35 PM	6:40 PM	6:49 PM	6:55 PM
2	6:43 PM	6:51 PM	6:56 PM	7:05 PM	7:11 PM

Total 38.00 trips

Sequoia Shuttle Winter Route Schedule 2023

Nov. 23 - Nov. 26 & Dec. 23 - Jan. 1

Wuksachi to Giant Forest Museum: Departure												
Vehicle	Wuksachi Village	Lodgepole Visitor Center	Wolverton Ski Play Area	Lower Sherman Tree Accessible Trail	Arrival: Giant Forest Museum	Giant Forest Museum	Lower Sherman Tree Accessible Trail	Upper Sherman Parking Lot	Wolverton Ski Play Area	Lodgepole Visitor Center	Arrival: Wuksachi Village	
1					9:55 AM	10:00 AM	10:09 AM	10:17 AM	10:25 AM	10:38 AM	10:47 AM	0.64
2				10:00 AM	10:09 AM	10:14 AM	10:23 AM	10:31 AM	10:39 AM	10:52 AM	11:01 AM	0.73
3			10:04 AM	10:14 AM	10:23 AM	10:28 AM	10:37 AM	10:45 AM	10:53 AM	11:06 AM	11:15 AM	0.82
4	9:56 AM	10:07 AM	10:18 AM	10:28 AM	10:37 AM	10:42 AM	10:51 AM	10:59 AM	11:07 AM	11:20 AM	11:29 AM	1.00
5	10:10 AM	10:21 AM	10:32 AM	10:42 AM	10:51 AM	10:56 AM	11:05 AM	11:13 AM	11:21 AM	11:34 AM	11:43 AM	1.00
6	10:24 AM	10:35 AM	10:46 AM	10:56 AM	11:05 AM	11:10 AM	11:19 AM	11:27 AM	11:35 AM	11:48 AM	11:57 AM	1.00
7	10:38 AM	10:49 AM	11:00 AM	11:10 AM	11:19 AM	11:24 AM	11:33 AM	11:41 AM	11:49 AM	12:02 PM	12:11 PM	1.00
1	10:52 AM	11:03 AM	11:14 AM	11:24 AM	11:33 AM	11:38 AM	11:47 AM	11:55 AM	12:03 PM	12:16 PM	12:25 PM	1.00
2	11:06 AM	11:17 AM	11:28 AM	11:38 AM	11:47 AM	11:52 AM	12:01 PM	12:09 PM	12:17 PM	12:30 PM	12:39 PM	1.00
3	11:20 AM	11:31 AM	11:42 AM	11:52 AM	12:01 PM	12:06 PM	12:15 PM	12:23 PM	12:31 PM	12:44 PM	12:53 PM	1.00
4	11:34 AM	11:45 AM	11:56 AM	12:06 PM	12:15 PM	12:20 PM	12:29 PM	12:37 PM	12:45 PM	12:58 PM	1:07 PM	1.00
5	11:48 AM	11:59 AM	12:10 PM	12:20 PM	12:29 PM	12:34 PM	12:43 PM	12:51 PM	12:59 PM	1:12 PM	1:21 PM	1.00
6	12:02 PM	12:13 PM	12:24 PM	12:34 PM	12:43 PM	12:48 PM	12:57 PM	1:05 PM	1:13 PM	1:26 PM	1:35 PM	1.00
7	12:16 PM	12:27 PM	12:38 PM	12:48 PM	12:57 PM	1:02 PM	1:11 PM	1:19 PM	1:27 PM	1:40 PM	1:49 PM	1.00
1	12:30 PM	12:41 PM	12:52 PM	1:02 PM	1:11 PM	1:16 PM	1:25 PM	1:33 PM	1:41 PM	1:54 PM	2:03 PM	1.00
2	12:44 PM	12:55 PM	1:06 PM	1:16 PM	1:25 PM	1:30 PM	1:39 PM	1:47 PM	1:55 PM	2:08 PM	2:17 PM	1.00
3	12:58 PM	1:09 PM	1:20 PM	1:30 PM	1:39 PM	1:44 PM	1:53 PM	2:01 PM	2:09 PM	2:22 PM	2:31 PM	1.00
4	1:12 PM	1:23 PM	1:34 PM	1:44 PM	1:53 PM	1:58 PM	2:07 PM	2:15 PM	2:23 PM	2:36 PM	2:45 PM	1.00
5	1:26 PM	1:37 PM	1:48 PM	1:58 PM	2:07 PM	2:12 PM	2:21 PM	2:29 PM	2:37 PM	2:50 PM	2:59 PM	1.00
6	1:40 PM	1:51 PM	2:02 PM	2:12 PM	2:21 PM	2:26 PM	2:35 PM	2:43 PM	2:51 PM	3:04 PM	3:13 PM	1.00
7	1:54 PM	2:05 PM	2:16 PM	2:26 PM	2:35 PM	2:40 PM	2:49 PM	2:57 PM	3:05 PM	3:18 PM	3:27 PM	1.00
1	2:08 PM	2:19 PM	2:30 PM	2:40 PM	2:49 PM	2:54 PM	3:03 PM	3:11 PM	3:19 PM	3:32 PM	3:41 PM	1.00
2	2:22 PM	2:33 PM	2:44 PM	2:54 PM	3:03 PM	3:08 PM	3:17 PM	3:25 PM	3:33 PM	3:46 PM	3:55 PM	1.00
3	2:36 PM	2:47 PM	2:58 PM	3:08 PM	3:17 PM	3:22 PM	3:31 PM	3:39 PM	3:47 PM	4:00 PM	4:09 PM	1.00
4	2:50 PM	3:01 PM	3:12 PM	3:22 PM	3:31 PM	3:36 PM	3:45 PM	3:53 PM	4:01 PM	4:14 PM	4:23 PM	1.00
5	3:04 PM	3:15 PM	3:26 PM	3:36 PM	3:45 PM	3:50 PM	3:59 PM	4:07 PM	4:15 PM	4:28 PM	4:37 PM	1.00
6	3:18 PM	3:29 PM	3:40 PM	3:50 PM	3:59 PM	4:04 PM	4:13 PM	4:21 PM	4:29 PM	4:42 PM		0.91
7	3:32 PM	3:43 PM	3:54 PM	4:04 PM	4:13 PM	4:18 PM	4:27 PM	4:35 PM	4:43 PM			0.82
1	3:46 PM	3:57 PM	4:08 PM	4:18 PM	4:27 PM	4:32 PM	4:41 PM	4:49 PM				0.73
2	4:00 PM	4:11 PM	4:22 PM	4:32 PM	4:41 PM	4:46 PM						0.55
3	4:14 PM	4:25 PM	4:36 PM	4:46 PM	4:55 PM							0.45
4	4:28 PM	4:39 PM	4:50 PM									0.27
Total											28.91	trips

Jan. 13 - Jan. 14

Wuksachi to Giant Forest Museum: Departure												
Vehicle	Wuksachi Village	Lodgepole Visitor Center	Wolverton Ski Play Area	Lower Sherman Tree Accessible Trail	Arrival: Giant Forest Museum	Giant Forest Museum	Lower Sherman Tree Accessible Trail	Upper Sherman Parking Lot	Wolverton Ski Play Area	Lodgepole Visitor Center	Arrival: Wuksachi Village	
1					9:55 AM	10:00 AM	10:09 AM	10:17 AM	10:25 AM	10:38 AM	10:47 AM	0.64
2			9:55 AM	10:05 AM	10:14 AM	10:19 AM	10:28 AM	10:36 AM	10:44 AM	10:57 AM	11:06 AM	0.82
3		10:04 AM	10:15 AM	10:25 AM	10:34 AM	10:39 AM	10:48 AM	10:56 AM	11:04 AM	11:17 AM	11:26 AM	0.91
4	10:12 AM	10:23 AM	10:34 AM	10:44 AM	10:53 AM	10:58 AM	11:07 AM	11:15 AM	11:23 AM	11:36 AM	11:45 AM	1.00
5	10:32 AM	10:43 AM	10:54 AM	11:04 AM	11:13 AM	11:18 AM	11:27 AM	11:35 AM	11:43 AM	11:56 AM	12:05 PM	1.00
1	10:52 AM	11:03 AM	11:14 AM	11:24 AM	11:33 AM	11:38 AM	11:47 AM	11:55 AM	12:03 PM	12:16 PM	12:25 PM	1.00
2	11:11 AM	11:22 AM	11:33 AM	11:43 AM	11:52 AM	11:57 AM	12:06 PM	12:14 PM	12:22 PM	12:35 PM	12:44 PM	1.00
3	11:31 AM	11:42 AM	11:53 AM	12:03 PM	12:12 PM	12:17 PM	12:26 PM	12:34 PM	12:42 PM	12:55 PM	1:04 PM	1.00
4	11:50 AM	12:01 PM	12:12 PM	12:22 PM	12:31 PM	12:36 PM	12:45 PM	12:53 PM	1:01 PM	1:14 PM	1:23 PM	1.00
5	12:10 PM	12:21 PM	12:32 PM	12:42 PM	12:51 PM	12:56 PM	1:05 PM	1:13 PM	1:21 PM	1:34 PM	1:43 PM	1.00
1	12:30 PM	12:41 PM	12:52 PM	1:02 PM	1:11 PM	1:16 PM	1:25 PM	1:33 PM	1:41 PM	1:54 PM	2:03 PM	1.00
2	12:49 PM	1:00 PM	1:11 PM	1:21 PM	1:30 PM	1:35 PM	1:44 PM	1:52 PM	2:00 PM	2:13 PM	2:22 PM	1.00

3	1:09 PM	1:20 PM	1:31 PM	1:41 PM	1:50 PM	1:55 PM	2:04 PM	2:12 PM	2:20 PM	2:33 PM	2:42 PM	1.00
4	1:28 PM	1:39 PM	1:50 PM	2:00 PM	2:09 PM	2:14 PM	2:23 PM	2:31 PM	2:39 PM	2:52 PM	3:01 PM	1.00
5	1:48 PM	1:59 PM	2:10 PM	2:20 PM	2:29 PM	2:34 PM	2:43 PM	2:51 PM	2:59 PM	3:12 PM	3:21 PM	1.00
1	2:08 PM	2:19 PM	2:30 PM	2:40 PM	2:49 PM	2:54 PM	3:03 PM	3:11 PM	3:19 PM	3:32 PM	3:41 PM	1.00
2	2:27 PM	2:38 PM	2:49 PM	2:59 PM	3:08 PM	3:13 PM	3:22 PM	3:30 PM	3:38 PM	3:51 PM	4:00 PM	1.00
3	2:47 PM	2:58 PM	3:09 PM	3:19 PM	3:28 PM	3:33 PM	3:42 PM	3:50 PM	3:58 PM	4:11 PM	4:20 PM	1.00
4	3:06 PM	3:17 PM	3:28 PM	3:38 PM	3:47 PM	3:52 PM	4:01 PM	4:09 PM	4:17 PM	4:30 PM	4:39 PM	1.00
5	3:26 PM	3:37 PM	3:48 PM	3:58 PM	4:07 PM	4:12 PM	4:21 PM	4:29 PM	4:37 PM	4:50 PM		0.91
1	3:46 PM	3:57 PM	4:08 PM	4:18 PM	4:27 PM	4:32 PM	4:41 PM	4:49 PM				0.73
2	4:05 PM	4:16 PM	4:27 PM	4:37 PM	4:46 PM							0.45
3	4:25 PM	4:36 PM	4:47 PM									0.27
Total												20.73 trips

Feb. 17 - Feb 18												
Wuksachi to Giant Forest Museum: Departure												
Vehicle	Wuksachi Village	Lodgepole Visitor Center	Wolverton Ski Play Area	Lower Sherman Tree Accessible Trail	Arrival: Giant Forest Museum	Giant Forest Museum	Lower Sherman Tree Accessible Trail	Upper Sherman Parking Lot	Wolverton Ski Play Area	Lodgepole Visitor Center	Arrival: Wuksachi Village	
1					9:55 AM	10:00 AM	10:09 AM	10:17 AM	10:25 AM	10:38 AM	10:47 AM	0.64
2			9:55 AM	10:05 AM	10:14 AM	10:19 AM	10:28 AM	10:36 AM	10:44 AM	10:57 AM	11:06 AM	0.82
3		10:04 AM	10:15 AM	10:25 AM	10:34 AM	10:39 AM	10:48 AM	10:56 AM	11:04 AM	11:17 AM	11:26 AM	0.91
4	10:12 AM	10:23 AM	10:34 AM	10:44 AM	10:53 AM	10:58 AM	11:07 AM	11:15 AM	11:23 AM	11:36 AM	11:45 AM	1.00
5	10:32 AM	10:43 AM	10:54 AM	11:04 AM	11:13 AM	11:18 AM	11:27 AM	11:35 AM	11:43 AM	11:56 AM	12:05 PM	1.00
1	10:52 AM	11:03 AM	11:14 AM	11:24 AM	11:33 AM	11:38 AM	11:47 AM	11:55 AM	12:03 PM	12:16 PM	12:25 PM	1.00
2	11:11 AM	11:22 AM	11:33 AM	11:43 AM	11:52 AM	11:57 AM	12:06 PM	12:14 PM	12:22 PM	12:35 PM	12:44 PM	1.00
3	11:31 AM	11:42 AM	11:53 AM	12:03 PM	12:12 PM	12:17 PM	12:26 PM	12:34 PM	12:42 PM	12:55 PM	1:04 PM	1.00
4	11:50 AM	12:01 PM	12:12 PM	12:22 PM	12:31 PM	12:36 PM	12:45 PM	12:53 PM	1:01 PM	1:14 PM	1:23 PM	1.00
5	12:10 PM	12:21 PM	12:32 PM	12:42 PM	12:51 PM	12:56 PM	1:05 PM	1:13 PM	1:21 PM	1:34 PM	1:43 PM	1.00
1	12:30 PM	12:41 PM	12:52 PM	1:02 PM	1:11 PM	1:16 PM	1:25 PM	1:33 PM	1:41 PM	1:54 PM	2:03 PM	1.00
2	12:49 PM	1:00 PM	1:11 PM	1:21 PM	1:30 PM	1:35 PM	1:44 PM	1:52 PM	2:00 PM	2:13 PM	2:22 PM	1.00
3	1:09 PM	1:20 PM	1:31 PM	1:41 PM	1:50 PM	1:55 PM	2:04 PM	2:12 PM	2:20 PM	2:33 PM	2:42 PM	1.00
4	1:28 PM	1:39 PM	1:50 PM	2:00 PM	2:09 PM	2:14 PM	2:23 PM	2:31 PM	2:39 PM	2:52 PM	3:01 PM	1.00
5	1:48 PM	1:59 PM	2:10 PM	2:20 PM	2:29 PM	2:34 PM	2:43 PM	2:51 PM	2:59 PM	3:12 PM	3:21 PM	1.00
1	2:08 PM	2:19 PM	2:30 PM	2:40 PM	2:49 PM	2:54 PM	3:03 PM	3:11 PM	3:19 PM	3:32 PM	3:41 PM	1.00
2	2:27 PM	2:38 PM	2:49 PM	2:59 PM	3:08 PM	3:13 PM	3:22 PM	3:30 PM	3:38 PM	3:51 PM	4:00 PM	1.00
3	2:47 PM	2:58 PM	3:09 PM	3:19 PM	3:28 PM	3:33 PM	3:42 PM	3:50 PM	3:58 PM	4:11 PM	4:20 PM	1.00
4	3:06 PM	3:17 PM	3:28 PM	3:38 PM	3:47 PM	3:52 PM	4:01 PM	4:09 PM	4:17 PM	4:30 PM	4:39 PM	1.00
5	3:26 PM	3:37 PM	3:48 PM	3:58 PM	4:07 PM	4:12 PM	4:21 PM	4:29 PM	4:37 PM	4:50 PM	4:59 PM	1.00
1	3:46 PM	3:57 PM	4:08 PM	4:18 PM	4:27 PM	4:32 PM	4:41 PM	4:49 PM	4:57 PM			0.82
2	4:05 PM	4:16 PM	4:27 PM	4:37 PM	4:46 PM							0.45
3	4:25 PM	4:36 PM	4:47 PM	4:57 PM	5:06 PM							0.45
4	4:44 PM	4:55 PM	5:06 PM									0.27
5	5:04 PM	5:15 PM	5:26 PM									0.27
Total												21.64 trips



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0186

Agenda Date: 5/15/2023

Agenda #: 13.

Agenda Item Wording:

Request for Council to confirm the change of the Visalia and Hispanic Chambers of Commerce Measure N Oversight Board appointed member selection from Gil Jaramillo to Armondo Apodaca.

Deadline for Action: 5/15/2023

Submitting Department: Administration

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

Department Recommendation:

It is recommended Visalia City Council confirm the change of the Visalia and Hispanic Chambers of Commerce Measure N Oversight Board appointed member from Gil Jaramillo to Armondo Apodaca.

Gil Jaramillo was selected as the Visalia and Hispanic Chambers of Commerce during the reorganization process; however, the two groups have now asked to have Armondo Apodaca replace Gill Jaramillo on the Committee.

Mayor Poochigian	Matt Seals
Vice Mayor Taylor	Jason Osborn
Councilmember Hernandez Soto	Lisa Alvarado
Councilmember Nelsen	Darlene Mata
Councilmember Wynn	Mark Fulmer
Citizens' Advisory Committee (1)	Glenn Stewart
Citizens' Advisory Committee (2)	Ed Jones
Visalia Economic Development Corporation	Garrett Lovell
Visalia /Hispanic Chamber of Commerce	Armondo Apodaca
Downtown Visalians/Property Owners	Myron Sheklian
Home Builders Association or the Board of Realtors.	Esther Perez

Background Discussion: Measure N was passed by the Visalia voters in November 2016. The Measure emphasized the importance of maintaining Police, Fire, Roads, and Park and Recreation services at levels commensurate with overall city growth. In order for the maintenance of the plan and to transparently disclose any items that may be changed

in the future the Council also adopted certain procedural rules to maintain a high degree of accountability on the use of these monies. One of the rules is the formation of an ongoing Measure N Oversight Board.

The Measure N Oversight Board reviews the proposed Council spending plan and communicates their input to Council. The Council appointed an eleven-member standing oversight committee to constitute the Sales Tax Oversight Board (the "Board"). Each member of the Board shall be a Visalia resident. The members of the Board shall serve two-year terms and may be reappointed for up to two additional two-year terms for a total of three consecutive terms. The members of the Sales Tax Oversight Board shall be selected as outlined in the Accountability Ordinance.

Each City Council member shall select one (1) member for the Board, The Citizens' Advisory Committee shall select two (2) of its members to serve, One (1) member selected by the Visalia Economic Development Corporation, One (1) member selected by the Visalia Economic Development Corporation, One (1) member selected by the Hispanic Chamber of Commerce of Tulare/Kings County or the Visalia Chamber of Commerce.

Fiscal Impact: N/A

Prior Council Action: February 21, 2023 Council confirmed the newly appointed members of the Measure N Oversight Board.

Other: N/A

Alternatives: None. The appointment process is laid out through the attached Measure N accountability ordinance. The appointees must be residents of the City of Visalia, but otherwise the appointees are up to the discretion of the Council Members or organizations making the appointments.

Recommended Motion (and Alternative Motions if expected):

I move to confirm the change of the Visalia and Hispanic Chambers of Commerce Measure N Oversight Board appointed member selection from Gil Jaramillo to Armondo Apodaca.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Accountability Ordinance 2016-21

ORDINANCE 2016-21

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA
ENACTING THE CITY OF VISALIA SALES TAX ACCOUNTABILITY ORDINANCE
TO ESTABLISH ACCOUNTABILITY MEASURES APPLICABLE TO THE
EXPENDITURE OF FUNDS COLLECTED PURSUANT TO CERTAIN SALES TAX
MEASURES ENACTED BY VOTERS OF THE CITY OF VISALIA**

WHEREAS, over the last several years the State of California has gone from one financial crisis to another with no end in sight; and

WHEREAS, during each of the past several years the State of California has reduced or taken funding from cities, counties and school districts in order to fund its deficits and may continue to do so into the foreseeable future; and

WHEREAS, sales tax revenues, which have been the significant source of locally-controlled funds available to pay for essential City services, has failed to grow as fast as inflation and population growth due to changing consumer habits, including increased reliance on internet-initiated sales; and

WHEREAS, the City of Visalia needs dependable and local sources of revenue to fund and to support essential, necessary and appropriate general City services; and

WHEREAS, a local funding measure would provide a protected, local revenue source to limit or prevent additional cuts to essential, necessary and appropriate general City services; and

WHEREAS, the City Council has submitted a measure to the voters of the City of Visalia that would establish an additional half cent sales tax on transactions within the City of Visalia; and

WHEREAS, if adopted by the voters, the City Council intends that the funds collected pursuant to such measure be subject to certain accountability measures, including planning, oversight, and audit provisions, and therefore desires to established such accountability measures by adoption of this Ordinance.

NOW THEREFORE, the City Council of the City of Visalia does ordain as follows:

SECTION 1 – Adoption of Sales and Use Tax Accountability Ordinance

Chapter 3.40 (Sales and Use Tax Accountability Measures) is hereby added to Title 3 (Revenue and Finance) of the Visalia Municipal Code, to read as follows:

Chapter 3.40 Sales and Use Tax Accountability Measures

Section 3.40.010 Title.

This ordinance shall be known as the City of Visalia Sales Tax Accountability Ordinance.

Section 3.40.020 Applicability.

The provisions of this Chapter 3.40 shall apply to the proceeds of any sales and use tax that is made specifically subject to this Chapter by the ordinance that enacts such sales and use tax.

Section 3.40.030 Initial And Subsequent Expenditure Plans.

A. The City Council shall, prior to the imposition of a sales and use tax that is subject to the provisions of this Chapter, adopt, by resolution approved by a majority of the Council, an initial spending plan specifying the uses of the proceeds of the sales or use tax. The initial expenditure plan shall cover the period between implementation of the sales and use tax and the end of the subsequent fiscal year.

B. Prior to expiration of the initial expenditure plan and as part of adoption of an annual City general fund budget, the City Council shall adopt, by resolution approved by a majority of the Council, an annual expenditure plan specifying the uses of the proceeds of the sales or use tax that is subject to the provisions of this Chapter, applicable to the coming fiscal year.

C. The initial expenditure plan and any subsequent annual expenditure plan may be amended at any time by resolution adopted by a majority of the Council, following 1) submission for comment and recommendation to the Sales Tax Oversight Board as established pursuant to Section 3.040.040, and 2) public hearing during at least two regularly scheduled and appropriately noticed meetings of the City Council.

D. Following adoption, the City shall make the initial expenditure plan, any subsequent annual expenditure plan, and any amended expenditure plan publicly accessible at all times.

E. The initial expenditure plan shall dedicate 10 % of budgeted revenues for the initial year of the plan to establish an economic uncertainty fund, which may only be accessed in times of fiscal emergencies, defined as a deficit in expected revenues such that the other features of the plan are not able to be funded as planned. The Council may direct that the economic uncertainty fund be accessed in order to fund the remainder of the plan in the case of a fiscal emergency, as determined by 4/5ths vote of the City Council. Annual expenditure plans shall provide for the dedication of such budgeted funds as are necessary to maintain the economic uncertainty fund at 10 % of budgeted revenues and to replenish any amounts used in the event of a fiscal emergency in the prior year.

F. Each expenditure plan shall fund 10% of the budgeted revenues in a maintenance and emerging needs fund to be used by Council for maintenance and emerging needs of the City, as determined from time to time by the City Council. Twenty percent (20%) of the ten

percent (10%) (a total of two percent (2%) of all annual budgeted revenues) shall be dedicated within this fund to youth programs.

G. In no case shall any expenditure plan provide for the use of funds to pay debt service payments.

Section 3.40.040 Sales Tax Oversight Board.

The Council will appoint an eleven member standing oversight committee to constitute the Sales Tax Oversight Board (the "Board"). Each member of the Board shall be a Visalia resident. The members of the Board shall serve two year terms, and may be reappointed for up to two additional two-year terms for a total of three consecutive terms. The members of the Sales Tax Oversight Board shall be selected in the following manner:

- a. Each City Council member shall select one (1) member for the Board;
- b. The Citizens' Advisory Committee shall select two (2) of its members to serve as a member of the Board;
- c. Four (4) members of the Board shall be appointed by the following:
 - i. One (1) member selected by the Visalia Economic Development Corporation
 - ii. One (1) member selected by the Hispanic Chamber of Commerce of Tulare/Kings County or the Visalia Chamber of Commerce. The two organizations may either jointly chose a representative or alternate service for 6 year periods. If the organizations choose alternate selections, the beginning selection shall occur by random selection.
 - iii. One (1) member selected by the Downtown Alliance that represents the Property Based Improvement District owners or the Downtown Merchants.
 - iv. One (1) member selected by the Home Builders Association or the Board of Realtors. The two organizations may either jointly chose a representative or alternate service for 6 year periods. If the organizations choose alternate selections, the beginning selection shall occur by random selection.

In the event any of the entities described in sections b. and c. above no longer exist, the Council shall identify replacement entities to select members, or the Council may appoint individuals directly as necessary to maintain a total of eleven (11) members for the Board.

Section 3.40.050 Annual Audit.

The City shall provide for an annual independent audit to account for the tax revenues received and expenditures made in relation to the tax that is subject to this Ordinance, and to ensure consistency with the advisory expenditure plan required by section 3.40.030. Such audits will be provided to the Sales Tax Oversight Board as established by section 3.40.040.

SECTION 3 Any provision of the Visalia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance, except that any existing, duly adopted sales and use tax existing as of date of adoption of this Ordinance shall remain in effect and the sales and use tax imposed by this Ordinance shall be additive thereto.

SECTION 4. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption.

PASSED AND ADOPTED: August 15, 2016

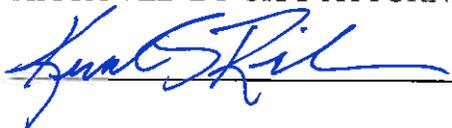
STEVE NELSEN, MAYOR

ATTEST:



MICHAEL OLMOS, CITY CLERK

APPROVED BY CITY ATTORNEY



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

I, Michael Olmos, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2016-21 passed and adopted by the Council of the City of Visalia at a regular meeting held on August 15, 2016 and certify a summary of this ordinance has been published in the Visalia Times Delta.

Dated: 8/24/16

MICHAEL OLMOS, CITY CLERK



By Michelle Nicholson, Chief Deputy City Clerk



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0204

Agenda Date: 5/15/2023

Agenda #: 1.

Agenda Item Wording:

Authorize Changes to Terms and Conditions of Employment by and between the City of Visalia and City Manager

Deadline for Action: 5/15/2023

Submitting Department: Administration

Contact Name and Phone Number: Diane Davis; 559.713.4575

Department Recommendation:

Approve changes to terms and conditions of employment for the City Manager and authorize the Mayor to sign an amendment to the City Manager Employment Agreement reflecting a 2.5% salary increase effective the pay period that includes July 1, 2023 and a one-time \$1,000 lump sum effective the pay period that begins May 6, 2023.

Background Discussion:

Leslie Caviglia was appointed City Manager on September 4, 2021 and entered into an Employment Agreement at that time. Per Section 3A of the Employment Agreement, the City may from time-to-time adjust the City Manager's salary during the term of the agreement. Historically Council has authorized comparable compensation and benefit changes for the City Manager as it has for the unrepresented bargaining groups.

On May 15, 2023, Council authorized a 2.5% base wage increase for unrepresented and represented bargaining groups and a one-time \$1,000 lump sum. The increase was provided in recognition of the City's current positive financial status, the economic conditions impacting employees, and the value of its employees.

Consistent with the salary adjustment Council has approved for employee bargaining groups, it is recommended that Council approve a 2.5% ongoing salary increase for the City Manager effective the pay period that includes July 1, 2023 and a one-time \$1,000 lump sum effective the pay period that begins May 6, 2023.

Fiscal Impact:

Increase of \$5,711 annually (from \$228,448 annually to \$234,159)

Prior Council Action: Closed session 04/17/2023 and 05/01/2023

Other: n/a

Alternatives: Provide alternate direction

Recommended Motion (and Alternative Motions if expected):

I move to approve changes to terms and conditions of employment for the City Manager and authorize the

Mayor to sign an amendment to the City Manager Employment Agreement reflecting a 2.5% salary increase effective the pay period that includes July 1, 2023 and a one-time \$1,000 lump sum effective the pay period beginning May 6, 2023.

Environmental Assessment Status: n/a

CEQA Review: n/a

Attachments: Third Amendment to City Manager Employment Agreement

**THIRD AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

**BETWEEN
THE CITY OF VISALIA AND LESLIE B. CAVIGLIA**

WHEREAS, the City Council (the "Council") of the City of Visalia (the "CITY") desires to continue to employ the services of Leslie B. Caviglia (the "CITY MANAGER"), in accordance with Article IV and Article VI of the Charter of the City of Visalia (the "Charter"); and

WHEREAS, the CITY acting through the Council has entered into that certain contract titled "City Manager Employment Agreement. An Agreement Made And Entered Into By And Between City Of Visalia and Leslie B. Caviglia" dated September 4, 2021 as amended December 4, 2021 and June 15, 2022 (the "Agreement"); and

WHEREAS, the Council has approved certain salary adjustments for all City of Visalia employees. In recognition of City Manager's performance wishes to adjust her compensation and has by action of the Council elected to provide this adjustment to City Manager; and.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Council and CITY MANAGER agree as follows:

1. Effective the pay period that includes July 1, 2023, Section 3(A) of the Agreement is hereby deleted and replaced as follows:

A. Base Salary. In consideration for her services to CITY during the period in which this Agreement is effective, CITY will pay to CITY MANAGER a base salary of **\$234,159** per year. CITY may, in its sole discretion and from time-to-time, adjust CITY MANAGER's base salary at any time after the Effective Date and during the term of this Agreement. Base salary shall accrue daily and be paid through biweekly pay periods during the period in which this Agreement is effective and shall be subject to all lawful withholdings and deductions required by federal and state laws, and any other authorized deductions.

2. All other terms and conditions of the Agreement not in conflict with the foregoing are restated and shall remain in full force and effect.

IN WITNESS WHEREOF, the Council of the City of Visalia, California, has authorized this Agreement to be signed and executed this _____ day of _____, 2023.

ATTEST:

Michelle Nicholson, Chief Deputy
City Clerk

Brian Poochigian, Mayor
City of Visalia

Approved as to Form:

Rachele Berglund, Legal Counsel

APPROVED AND ACCEPTED:

Dated: _____

Leslie B. Caviglia, City Manager



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0196

Agenda Date: 5/15/2023

Agenda #: 1.

Agenda Item Wording:

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

Buyer: City of Visalia

Seller: Francisco Acevedo Family L.P., a Limited Partnership

APN: 126-670-002 & 126-670-004 (portion)

Purpose: Caldwell Widening Project - Santa Fe to Lovers Land

Brief Description: Right of Way - 0.02 acres; TCE - 1,150 sq. ft.

Price: \$7,700.00

Closing Date: 5/9/2023

Closed Session Council Date: N/A

Project Manager: Fred Lampe



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 23-0206

Agenda Date: 5/15/2023

Agenda #: 1.

Agenda Item Wording:

Upcoming City Council Meetings:

Monday, June 5, 2023 @ 7:00 p.m. at 707 W. Acequia

Monday, June 19, 2023 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates/times are subject to change, check posted agenda for correct details.

In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing Impaired - Call (559) 713-4900 (TTY) 48-hours in advance of the scheduled meeting time to request signing services.

Any written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.