



# Visalia City Council

## City Council

### Meeting Agenda - Final

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

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

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**Monday, September 19, 2022**

**7:00 PM**

**City Council Chambers**

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#### **ROLL CALL**

#### **CALL TO ORDER WORK SESSION - 4:30 PM**

#### **PUBLIC COMMENTS**

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

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

#### **WORK SESSION AND ACTION ITEMS (as described)**

**1. New Employee Introductions:**

**[22-0333](#)**

**PUBLIC WORKS:**

Sirena Herrold  
Bernadette Garcia  
Cody Gomes  
Fernando Modesto  
Jeff Blankenship  
Juan Nuno  
Raul Rodriguez  
Tommy Waltjen  
Victor Villegas

**POLICE DEPARTMENT:**

Roy Bohannon, Police Officer  
Steven Waymire, Police Officer  
Timothy Yang, Parking Enforcement Officer  
Andrew Lopez, Communications Operator

2. Discussion and overview regarding the forthcoming 2023-2031 (6th Cycle) Housing Element and related General Plan Updates, including phases, schedule, expectations, community engagement strategy, and introduction of the Housing Technical Advisory Committee. [22-0350](#)

## **ADJOURN TO CLOSED SESSION - No Closed Session Scheduled**

## **CALL TO ORDER REGULAR SESSION - 7:00 PM**

## **PLEDGE OF ALLEGIANCE**

## **INVOCATION**

## **ITEMS OF INTEREST**

## **PUBLIC COMMENTS**

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

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

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

## **CONSENT CALENDAR**

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

1. Appropriate \$50,000 annually from the General Fund for the next two years (FY 22/23 & 23/24) for the ongoing clean-up of the St. Johns River. [22-0312](#)
2. Accept the City of Visalia Cash and Investment Report for the fourth quarter of the fiscal year which consists of months April, May, and June 2022. [22-0349](#)
3. Authorize accepting the Fiscal Year 2021 Assistance to Firefighter Grant (AFG) award in the amount of \$65,280.00 for the purchase of four (4) battery-operated combi tools and accessories. [22-0331](#)



4. Authorize the City Manager to execute the Southern California Edison (SCE) Joint Use Agreement (JUA) and adopt Resolution 2022-52 for the Riggins Widening project between Mooney Blvd to Conyer street. [22-0326](#)
5. First reading of Ordinance No. 2022-13 authorizing the sale of APN 094-095-001 (410 E. Race and 606 N. Bridge) to the Creative Center and Visalia Players at a selling price of \$1,400,000, to include a forgivable loan in the amount of \$1,222,000. [22-0258](#)
6. Request to Authorize the City Manager to 1. file Notice of Completion for the Packwood Creek Trail - Santa Fe to Crumal Dr (RFB 20-21-24), 2. Execute an amendment to the Measure R supplement agreement, 3. Authorize an additional appropriation of \$70,000 from the Measure R Trails (132) Fund and 4. Amend the Measure R Trail Expenditure Plan to reallocate \$70,000 from the "K Road along SJ line" to the "Packwood Creek Trail." (Project Number 3010-72000/CP0012-999) [22-0313](#)
7. Authorize the City Manager to award an emergency contract with Provost & Pritchard Consulting Group of Visalia, CA for the preparation of an Agriculture Mitigation Program in an amount not to exceed \$150,000, and appropriate \$150,000 from the General Fund. [22-0352](#)
8. Request authorization to record the final map for Diamond Oaks - Unit No. 2 subdivision, located south of East Caldwell Avenue between South Burke Street and South Ben Maddox Way (126 lots); and the annexation of Diamond Oaks - Unit No. 2 into the Landscape and Lighting Assessment District No. 19-05 "Diamond Oaks" (Resolution Nos. 2022-53 and 2022-54 required). APN: 126-100-0575, 126-990-023. [22-0354](#)
9. Second reading and adoption of Ordinance 2022-07 of proposed additions and revisions of Visalia Municipal Code chapter 8.28, Solid Waste Collection and Disposal. Additions incorporate recent Senate Bill (SB) 1383 regulations related to edible food recovery. [22-0355](#)

## 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. Public hearing and approval of the 2021-22 Program Year Consolidated Annual Performance and Evaluation Report (CAPER). Resolution No. 2022-55. [22-0319](#)

## CLOSED SESSION REPORT - None

**ADJOURNMENT**

1. *Upcoming City Council Meetings:* [22-0358](#)  
Monday, October 3, 2022 at 7:00 p.m. @ 707 W. Acequia, City Hall  
Monday, October 17, 2022 at 7:00 p.m. @ 707 W. Acequia, City Hall



# Visalia City Council

## Staff Report

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

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**File #:** 22-0333

**Agenda Date:** 9/19/2022

**Agenda #:** 1.

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**Agenda Item Wording:**

New Employee Introductions:

**PUBLIC WORKS:**

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Bernadette Garcia

Cody Gomes

Fernando Modesto

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**POLICE DEPARTMENT:**

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# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0350

**Agenda Date:** 9/19/2022

**Agenda #:** 2.

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### **Agenda Item Wording:**

Discussion and overview regarding the forthcoming 2023-2031 (6<sup>th</sup> Cycle) Housing Element and related General Plan Updates, including phases, schedule, expectations, community engagement strategy, and introduction of the Housing Technical Advisory Committee.

Deadline for Action: 9/19/2022

**Submitting Department:** Community Development

### **Contact Name and Phone Number:**

Brandon Smith, Principal Planner, (559) 713-4636, [brandon.smith@visalia.city](mailto:brandon.smith@visalia.city);

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

### **Department Recommendation:**

Receive a presentation on the Housing Element Update project and provide input to staff and the consultants on expectations for the project (presentation slides are included as Attachment 1).

### **Background Discussion:**

In August 2022, the City of Visalia kicked off the update to the City's Housing Element for the 2023-2031 planning period. The purpose of the housing element is to identify and analyze existing and projected housing needs in order to preserve, improve, and develop housing for all economic segments of the community.

The Housing Element consists of two parts, the "Needs Assessment" and the "Policy Document". The Needs Assessment analyzes existing housing conditions and projected housing need through 2031. The Needs Assessment includes analyses of housing needs and constraints to housing production, a fair housing assessment, and an inventory of sites available for residential use. The Policy Document includes goals, policies, and programs that respond to the housing needs, constraints, and issues identified in the Needs Assessment and serves as the City's housing action plan for the next eight years.

In addition to the Housing Element Update, the City will also be updating the Safety Element and preparing a new Environmental Justice Element to align with the updated Housing Element. These updates are required by State law when jurisdictions update one or more General Plan Elements. More information on these updates is provided below.

The Housing Element and General Plan Element Update project is being led by City staff from the Community Development Department. To assist in the preparation of the Update, the City has also hired a team of planning specialists that include community planners and technical specialists.

**Project Process and Timing*****Phase 1: Project Initiation (current phase)***

Phase 1 includes refining the project work plan, schedule, and community engagement program, developing a project website, and receiving initial direction from the HTAC, Planning Commission, and City Council. *Engagement events: Planning Commission and City Council study session, Housing Technical Advisory Committee (HTAC) meeting #1.*

***Phase 2: Housing Policy Analysis and Alternatives (Fall 2022)***

During Phase 2, the Project Team will review and evaluate the current Housing Element for effectiveness, to identify barriers to implementation, and to evaluate compliance with State law. Phase 2 includes the drafting of a Housing Element Evaluation Memo and the Sites Inventory. *Engagement events: community workshop #1, stakeholder interviews, HTAC meeting #2, community workshop #2, Planning Commission and City Council study session.*

***Phase 3: Administrative Draft Housing Element (Winter 2023)***

During this phase, the Project Team will prepare the Administrative Draft Housing Element, including Housing Needs, Housing Resources and Opportunities, Housing Constraints, and the Policy Document. *Engagement event: HTAC #3.*

***Phase 4: Public Review Draft Housing Element (May-June 2023)***

Phase 4 includes the preparation of the Public Review Draft, a 30-day comment period, and a two week period to incorporate revisions based on comments from the public, Planning Commissioners, and Councilmembers. *Engagement events: Planning Commission study session, City Council study session.*

***Phase 5: HCD Review (July to September. 2023)***

This phase includes submission of the Housing Element to the California Department of Housing and Community Development (HCD) for initial 90-day review. During this period, the City will have a small two week period to address any HCD comments prior to the release of an official comment letter.

***Phase 6: Safety Element Update (April to August 2023)***

Phase 6 includes the drafting of a Vulnerability Assessment, an AB 747 analysis of evacuation vulnerability, an SB 99 analysis of neighborhoods without multiple evacuation routes, and the preparation of the revised Safety Element. *Engagement events: community workshop #3, Safety Technical Advisory Committee meeting, Planning Commission/City Council study session, Planning Commission and City Council adoption hearings.*

***Phase 7: Environmental Justice Element (April to August 2023)***

During Phase 7 the Project Team will draft the Environmental Justice Element and release it for Public Review. *Engagement events: community workshop #4, Planning Commission/City Council study session, and adoption hearings.*

***Phase 8: CEQA Compliance (September to October 2023)***

This phase includes the drafting of environmental documentation related to the updated Housing Element, Safety Element, and Environmental Justice Element.

***Phase 9: Review and Adoption (October to December 2023)***

During Phase 9, the Consultants will prepare the Public Hearing Draft Housing Element, including documentation of all revisions made to respond to HCD comments. The City will hold a public hearing with the Planning Commission to discuss revisions and make recommendations to the City Council. Following the Planning Commission hearings, the City will present the Public Hearing Draft Elements and Planning Commission recommendations to the City Council to consider for adoption. Upon adoption, the Consultants will prepare final documents and will submit the Final Housing Element to HCD for a second round of review (60 days).

***Opportunities for City Council Review:***

- Phase 1: City Council Study Session (topic: Housing Element introduction)
- Phase 2: Planning Commission/City Council joint study session (topic: Sites Inventory)
- Phase 4: City Council study session (topic: Public Review Draft Housing Element)
- Phase 6/7: Planning Commission/City Council joint study session (topic: Draft Safety Element and Draft Environmental Justice Element, combined meeting)
- Phase 9: Public Hearings (topic: review revisions for State law compliance; consider the Housing, Safety, and Environmental Justice Elements for adoption)

***Why update the Housing Element?***

Since 1969, California has required that all cities and counties plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing elements as part of their "general plan" (also required by the State). General plans serve as the local government's "blueprint" for how the city will grow and develop and includes eight required elements: land use, transportation, conservation, noise, open space, safety, environmental justice, and housing (a ninth element, air quality, is required for cities and counties in the San Joaquin Valley). The law mandating that housing be included as an element of each jurisdiction's general plan is known as "housing element law."

California's housing element law acknowledges that, for the private market to adequately address the housing needs and demand of Californians, local governments must adopt plans and regulatory systems that provide opportunities for (and do not unduly constrain) housing development. As a result, housing policy in California rests largely upon the effective implementation of local general plans and, in particular, local housing elements.

Housing Elements are required to be updated in eight-year cycles scheduled by the State. The City is currently preparing the 6<sup>th</sup> Cycle Housing Element, which plans for housing needs from December 31, 2023 through December 31, 2031.

***Who reviews the Housing Element for compliance?***

The California Department of Housing and Community Development (HCD) plays the critical role of reviewing every local government's housing element to determine whether it complies with State law and then submits written findings back to each local government. HCD must certify the housing element before the City can adopt it as part of the General Plan.

Within the certification process, the Housing Element must be submitted to HCD for two rounds of review. Once drafted, the Housing Element Update will be made available for a 30-day public review and comment period. Following the public comment period, the City will revise the draft and submit it to HCD for initial review. HCD will have 90 days to review and comment on the draft. Following HCD review, the City will revise the Housing Element to respond to HCD comments, and will resubmit to the Planning Commission and City Council through additional public hearings. Following adoption of the revised Housing Element, the Adopted Housing Element will be submitted to HCD for a final 60-day review. The deadline for adoption of the Housing Element is December 15, 2023, though HCD allows a 120-grace period.

***What has changed since the last Housing Element?***

The 2023-2031 Housing Element builds upon on the previous Housing Element and works to respond to new State requirements. Key aspects of the Update include:

- Affirmatively Further Fair Housing (AFFH) chapter to be added based on new State requirements.
- Housing Needs chapter to be updated with new data to reflect conditions since the last update.
- Constraints to Housing chapter to be updated based on new state requirements, the City zoning code, and feedback from stakeholders and the community.
- Sites Inventory to be updated based on building activity.
- Goals, Policies, and Programs to be updated to respond to changing housing needs, new State laws, and findings in the AFFH analysis.

***What is the Regional Housing Needs Allocation?***

In the process of updating the Housing Element, each jurisdiction is required to accommodate its fair share of the regional housing need. The Regional Housing Needs Allocation (RHNA) is the process used to determine housing allocations for each jurisdiction. As part of the RHNA, HCD determines the total number of housing units needed for each region of the state. For Tulare County, the Tulare County Associations of Governments (TCAG) is then tasked with developing a methodology to determine the number of housing units for which each Tulare County jurisdiction is required to provide sites.

Under State law, the RHNA is assigned to the following four income categories:

- Very low household income

- Low household income
- Moderate household income
- Above moderate household income

The household income for each of these categories is based on a percentage of the Area Median Income (AMI). The breakdown of these categories is shown in Table 1.

*Table 1: Income Categories*

Income Category	Percent of AMI
Very Low	<50 %
Low	51-80%
Moderate	81-120%
Above Moderate	>120%

The City of Visalia's RHNA requirement is shown in Table 2. Table 2 also illustrates that Visalia will be responsible for identifying housing sites that can support 770 more housing units than required in the 5th Cycle. Across the state, jurisdictions are facing similar challenges.

*Table 2: 5<sup>th</sup> Cycle and 6<sup>th</sup> Cycle RHNA Comparison*

Cycle	Lower		Moderate	Above Moderate	Total RHNA
	Very Low	Low			
5 <sup>th</sup> Cycle	2,616	1,931	1,802	3,672	10,021
6 <sup>th</sup> Cycle	3,741	2,306	1,321	3,423	10,791
Change	+1,125	+375	-481	-249	+770

Within the Housing Element, the City must provide an inventory of residentially-zones sites with sufficient capacity to meet the RHNA. The inventory and analysis of adequate sites is a labor-intensive and potentially controversial component of the Housing Element Update process. Visalia will need to evaluate General Plan land uses and the zoning ordinance to determine whether there is enough land available to accommodate the assigned RHNA allocation for each income category. If unable to accommodate the RHNA, Visalia will need to plan to rezone enough land to meet the RHNA obligation.

### ***Why Update other General Plan Elements?***

In addition to the Housing Element Update, the City will also be updating the Safety Element of the General Plan and preparing a new Environmental Justice Element to align with the updated Housing



Element. Both Elements are required by State law to be updated (or prepared) when one or more General Plan Elements are adopted.

The City will update the Safety Element background information, associated maps, and regulatory context for the following topics: soils, seismic, and other geologic hazards; flood hazards; fire hazards; hazardous materials and waste; aircraft hazards; and emergency response. The Safety Element will also be updated to discuss how it aligns with other General Plan elements, including the updated Housing Element. The Safety Element Update will include a Vulnerability Assessment and a Safety Element Policy Memorandum.

The City will prepare the Environmental Justice Element to include the goals, policies, and implementation programs in the following areas to promote healthy, diverse, and equitable communities: racial and social justice, environmental justice, civic engagement in the public decision-making process.

**Housing Technical Advisory Committee:**

As part of the update, a Housing Technical Advisory Committee (HTAC) has been assembled to provide oversight on the preparation of the Update, including the formation of goals, policies, and programs. Similar to the advisory committees assembled for the 2015 and 2019 Updates, the HTAC will be composed of an approximately 10-member panels composed of a Planning Commissioner and a spectrum of real estate, affordable housing, and homelessness representatives. A list of the organizations and representatives who have committed as of the date of this report, is included as Attachment 2.

**Fiscal Impact:**

None. The City received State and regional grants for this project. The City previously awarded a contract for the services including today's joint study session through a motion made on July 18, 2022.

**Prior Council Action:**

7/18/2022: Authorized the City Manager to award a contract with Mintier Harnish for an amount not to exceed \$394,747 for the preparation of an update to the City of Visalia Housing Element, including optional tasks of updating the Safety Element and preparing an Environmental Justice Element.

**Alternatives:** None recommended.

**Recommended Motion (and Alternative Motions if expected):**

N/A

**Environmental Assessment Status:**

No environmental assessment required at this time. The adoption of the updated Elements will require CEQA documentation to be completed by City staff.

**CEQA Review:**

CEQA Review of the Housing Element is scheduled for consideration in the third and fourth quarter of

2023.

**Attachments:**

- 1) PowerPoint presentation slides presented by Mintier Harnish for the Joint Study Session;
- 2) List of Advisory Committee Members



# Housing Element and General Updates

City Council Work Session  
September 19, 2022

# Introductions



**mintierharnish**  
Planning Tomorrow Today®

Established in 1985

Planning and community  
engagement specialists

Statewide leader in general  
plans, housing elements, and  
zoning

Experience on over 80  
housing elements

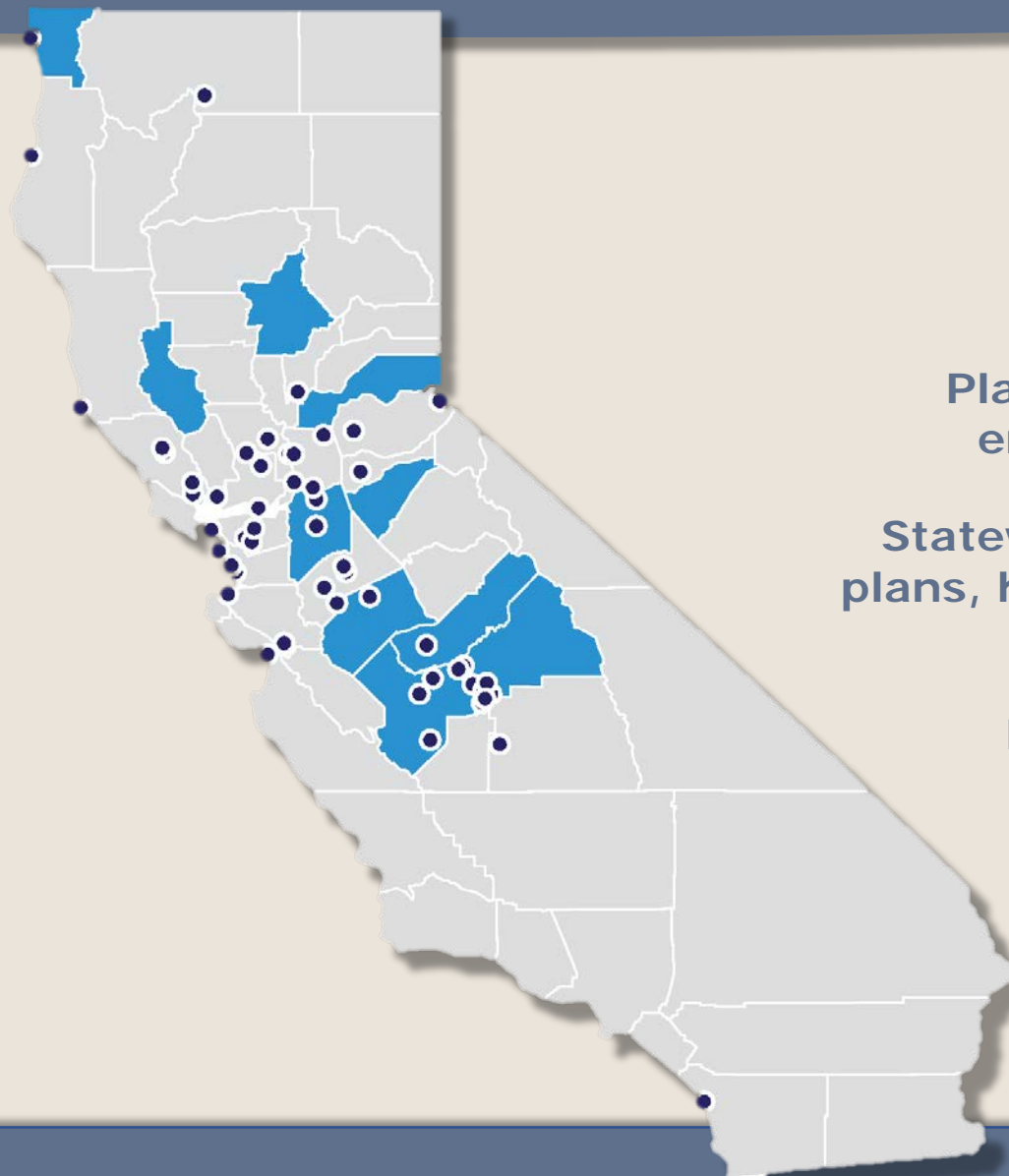
Customized team  
for this project



**Brent Gibbons, AICP**  
Project Manager



**Ryan Lester**  
Housing Lead





# Presentation Outline



- Project Overview
- Housing Element Basics
- Regional Housing Needs Allocation (RHNA)
- Meeting Housing Needs
- Community Engagement
- Update Process



# Project Overview

# Update Process



Kick-off Meeting/City Tour

City Council Meeting

Housing Technical Advisory Committee (HTAC)  
Meeting #1

1

**Project  
Initiation**  
Current  
Phase

2

**Housing Policy  
Analysis and  
Alternatives**  
Fall 2022

Community Workshop #1

Stakeholder Interviews

HTAC Meeting #2

Community Workshop #2:

Planning Commission and City Council Joint Study Session

3

**Admin. Draft  
Housing  
Element**  
Winter 2023

HTAC Meeting#3

4

**Public Review  
Draft Housing  
Element**  
May-June 2023

Planning Commission Study Session  
City Council Study Session

5

**HCD Review**  
July-Sept. 2023

# Update Process



Vulnerability Assessment  
Safety Technical Advisory Committee Meeting  
Planning Commission and City Council Study Session

6

**Safety  
Element Update**  
Apr. - Aug. 2023

8

**CEQA  
Compliance**  
Sept. and  
Oct. 2023

7

**Environmental  
Justice  
Element**  
Apr. - Aug. 2023

9

**Review and  
Adoption**  
Oct. - Dec. 2023

Community Workshop  
Planning Commission and City Council Study  
Session

Public Hearings  
Final Housing Element Transmittal to HCD



# Safety and Environmental Justice Updates



- Required when one or more General Plan Elements is updated
- Reflect recent State laws and General Plan Guidelines
- Ensure alignment with other Elements, including the Housing Element Update
- Provide participatory community engagement
- Revise goals, policies, and programs, as necessary, based on current conditions



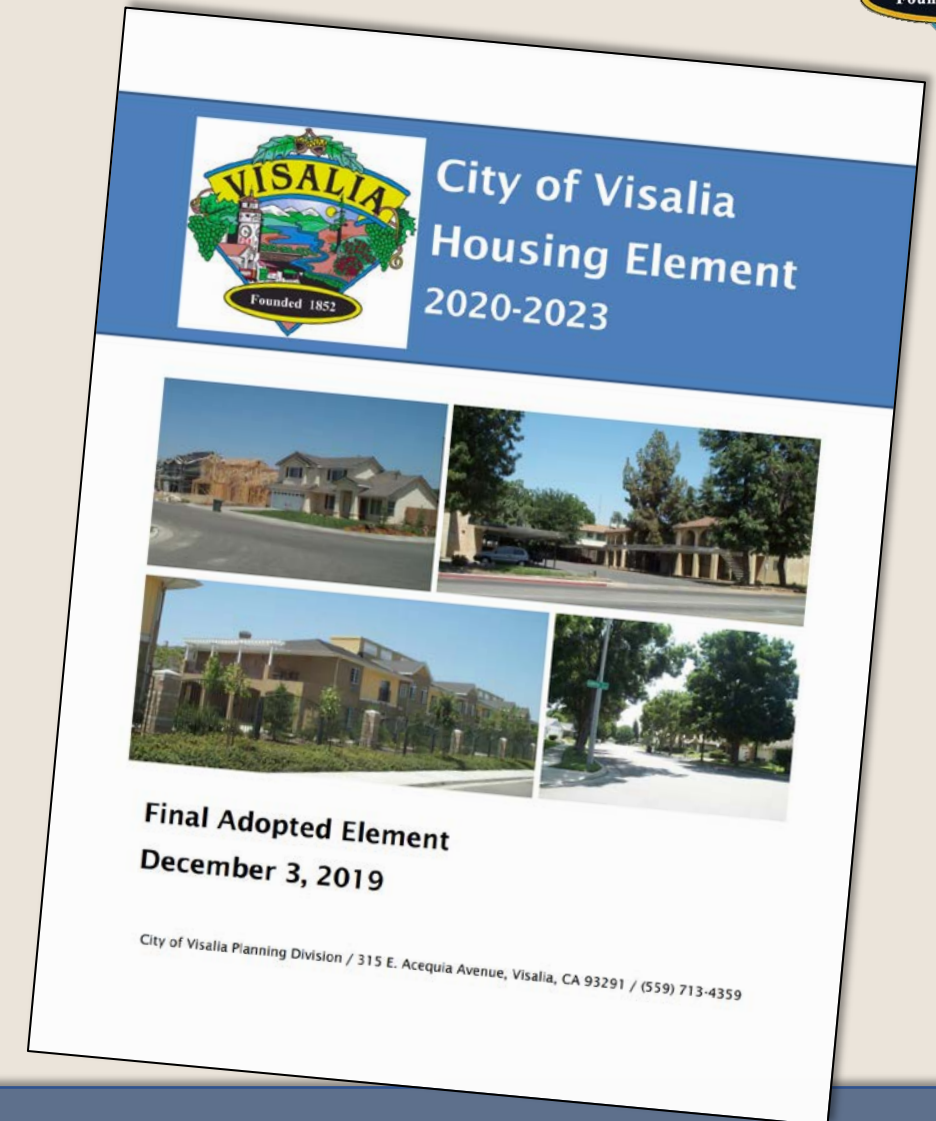
# Housing Element Basics



# Housing Element Basics



- One of Seven Elements in City's General Plan
- Housing Element updates required by State law
- Updates done on a schedule prescribed by the State



# Housing Element Basics



## Housing Element:

- Provides an assessment of both current and future housing needs
- Identifies opportunities and constraints on housing production
- Establishes goals, policies, and programs to meet these needs
- Updates City practices and regulations to reflect new State laws

# Housing Element Basics



**Housing Element identifies strategies and programs that focus on:**

- Conserving and improving existing affordable housing
- Maximizing housing opportunities throughout the community
- Assisting in the provision of affordable housing
- Removing governmental and other constraints to housing investment
- Promoting fair and equal housing opportunities

# Housing Elements Sections



- **Housing Needs Assessment**
  - Identifies current conditions and needs through 2031
  
- **Constraints Analysis**
  - Identifies non-governmental and governmental constraints to housing production
  - Examples of constraints include:
    - Governmental: Restrictive development standards
    - Non-governmental: High cost of land and construction

# Housing Elements Sections



- **Housing Sites Inventory**
  - Inventory identifies sites proposed to meet City's housing needs
  - Needs to address:
    - Housing for all income levels
    - Housing to meet the special housing needs
- **Affirmatively Furthering Fair Housing (AFFH)**
- **Policy Document: goals, policies, and programs**

# Relevant Legislation (partial)



- Affordable Housing Streamlined Approval Process: SB 35 (2017)
- Additional Housing Element Sites Analysis Requirements: AB 879 (2017), AB 1397 (2017)
- Affirmatively Furthering Fair Housing: AB 686 (2017)
- No-Net-Loss Zoning: SB 166 (2017)
- Safety Element Update to Address Adaptation and Resiliency: SB 1035 (2018)
- By-Right Transitional and Permanent Supportive Housing: AB 2162 (2018), AB 101 (2019)



# Relevant Legislation (partial)



- Accessory Dwelling Units: AB 2299 (2016), SB 1069 (2016), AB 494 (2017), SB 229 (2019), SB 13 (2019), AB 670 (2019), AB 671 (2019)
- Density Bonus: AB 1763 (2019)
- Housing Crisis Act of 2019: SB 330 (2019)
- Surplus Land Act Amendments: AB 1486 (2019), AB 1255 (2019)
- Housing Impact Fee Data: AB 1483 (2019)
- Emergency and Transitional Housing Act of 2019: AB 139 (2019)
- Standardization of Sites Inventory Analysis and Reporting: SB 6 (2019)
- Evacuation Routes: SB 99 (2019), AB 747 (2019)

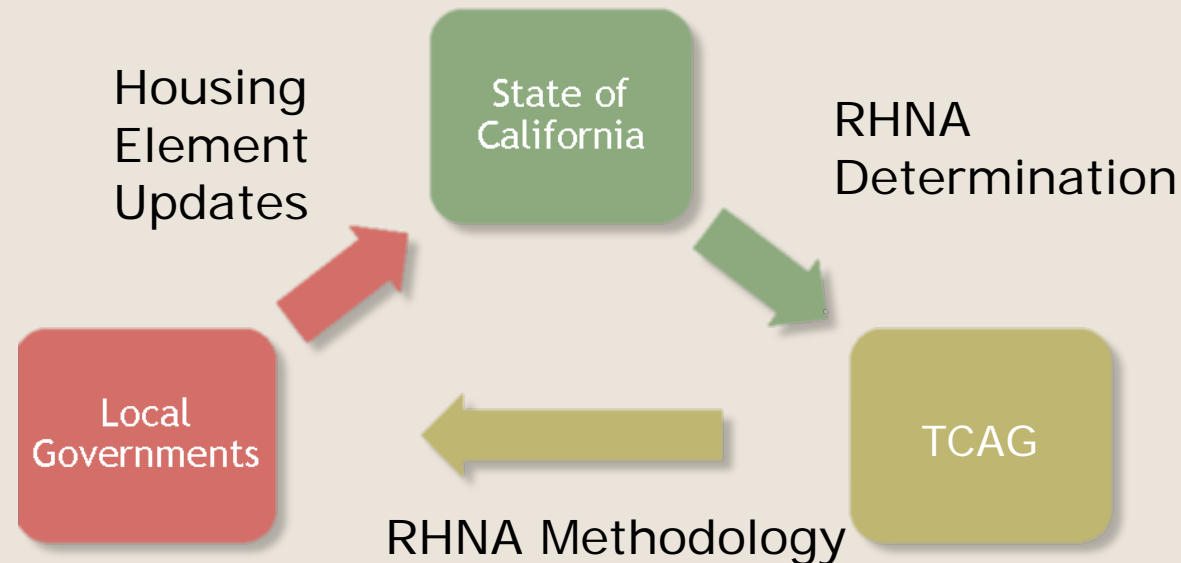


# Regional Housing Needs Allocation (RHNA)

# What is RHNA?



- Prepared by the Tulare County Association of Governments (TCAG)
- 6th cycle: January 15, 2023 – January 15, 2031





# RHNA



## Visalia

56 percent of RHNA is for sites that can accommodate lower-income housing

Final Allocation by Income Tier											
	Total RHNA Allocation	Affordable Allocation (Combined Low + Very Low Income)		Very Low Income Allocation		Low Income Allocation		Moderate Income Allocation		Above Moderate Income Allocation	
	Units	Units	Percent of Total RHNA	Units	Percent of Total RHNA	Units	Percent of Total RHNA	Units	Percent of Total RHNA	Units	Percent of Total RHNA
Visalia	10,791	6,047	56.0%	3,741	34.7%	2,306	21.4%	1,321	12.2%	3,423	31.7%
Tulare	4,749	2,319	48.8%	1,435	30.2%	884	18.6%	677	14.3%	1,753	36.9%
Woodlake	492	122	24.8%	75	15.2%	47	9.6%	103	20.9%	267	54.3%
Unincorporated County	9,243	2,526	27.3%	1,563	16.9%	963	10.4%	1,870	20.2%	4,847	52.4%
Total	33,214	13,735	41.4%	8,497	25.6%	5,238	15.8%	5,424	16.3%	14,055	42.3%

Lower		Moderate	Above Moderate	Total RHNA
Very Low	Low			
3,741	2,306	1,321	3,423	10,791

# RHNA Change Since Last Update



Cycle	Lower		Moderate	Above Moderate	Total RHNA
	Very Low	Low			
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<b>Change</b>	<b>+1,125</b>	<b>+375</b>	<b>-481</b>	<b>-249</b>	<b>+770</b>

Cycle	Lower		Moderate	Above Moderate
	Very Low	Low		
5 <sup>th</sup> Cycle	26.1%	19.2%	17.9%	36.6%
<b>6<sup>th</sup> Cycle</b>	<b>34.7%</b>	<b>21.4%</b>	<b>12.2%</b>	<b>31.7%</b>

TCAG, Final Regional Housing Needs Plan, August 2022



# Meeting Housing Needs



# How Do We Meet RHNA



## **A range of approaches, which could include:**

- Reduce constraints to housing production
- Provide additional support to housing programs
- Update City regulations to meet State requirements
- Identify additional housing sites
- Modify the densities allowed on housing sites

# Site Selection and Analysis

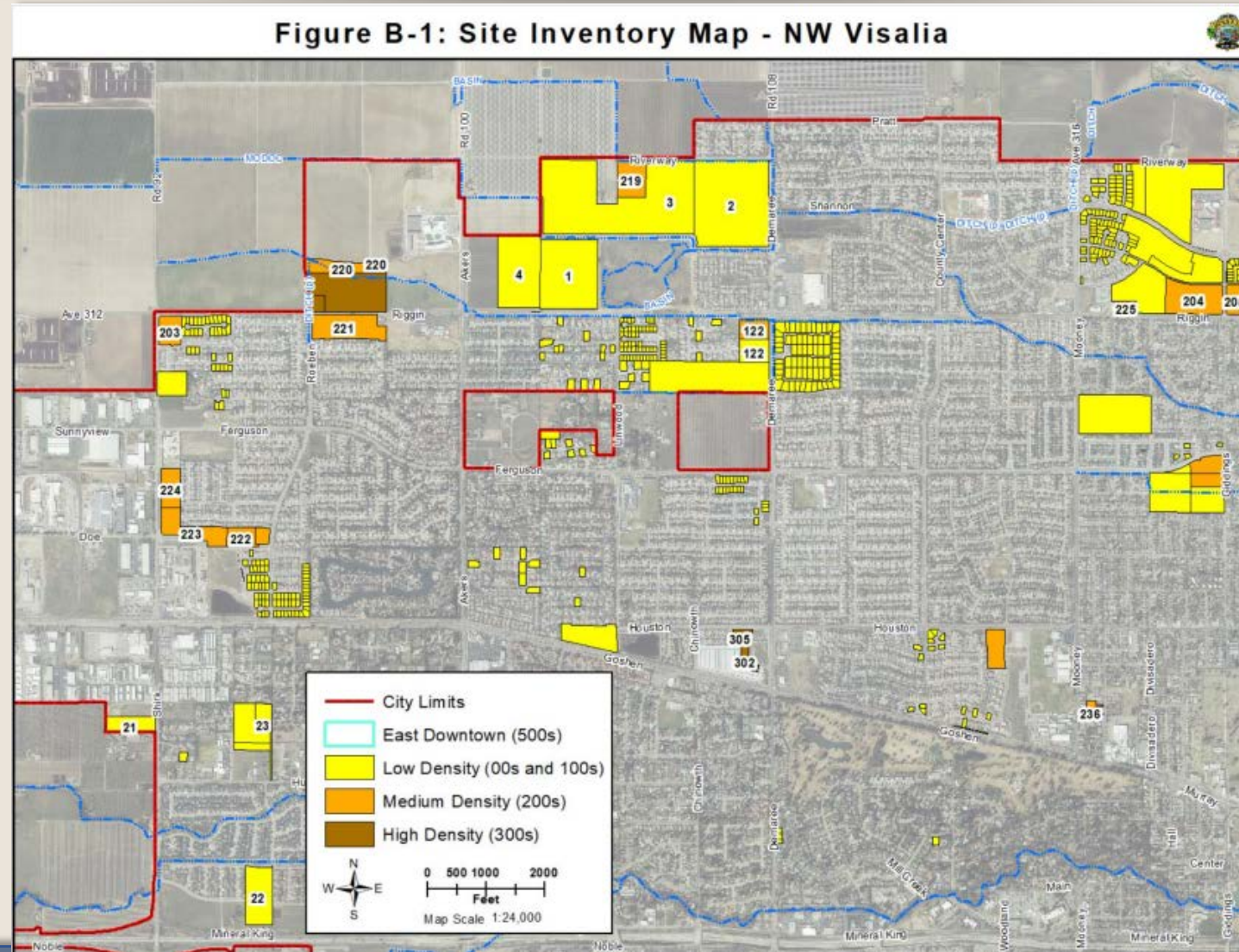


This analysis needs to identify capacity for 10,791 housing units in various income levels.

- Determine existing potential sites (projects, vacant, and underutilized)
- Identify constraints on development (physical and regulatory)
- Determine remaining balance
- May need to identify additional sites for multi-family/higher density housing for the very low- and low-income levels



# Siting Analysis Example: 2015 – 2023 Housing Element

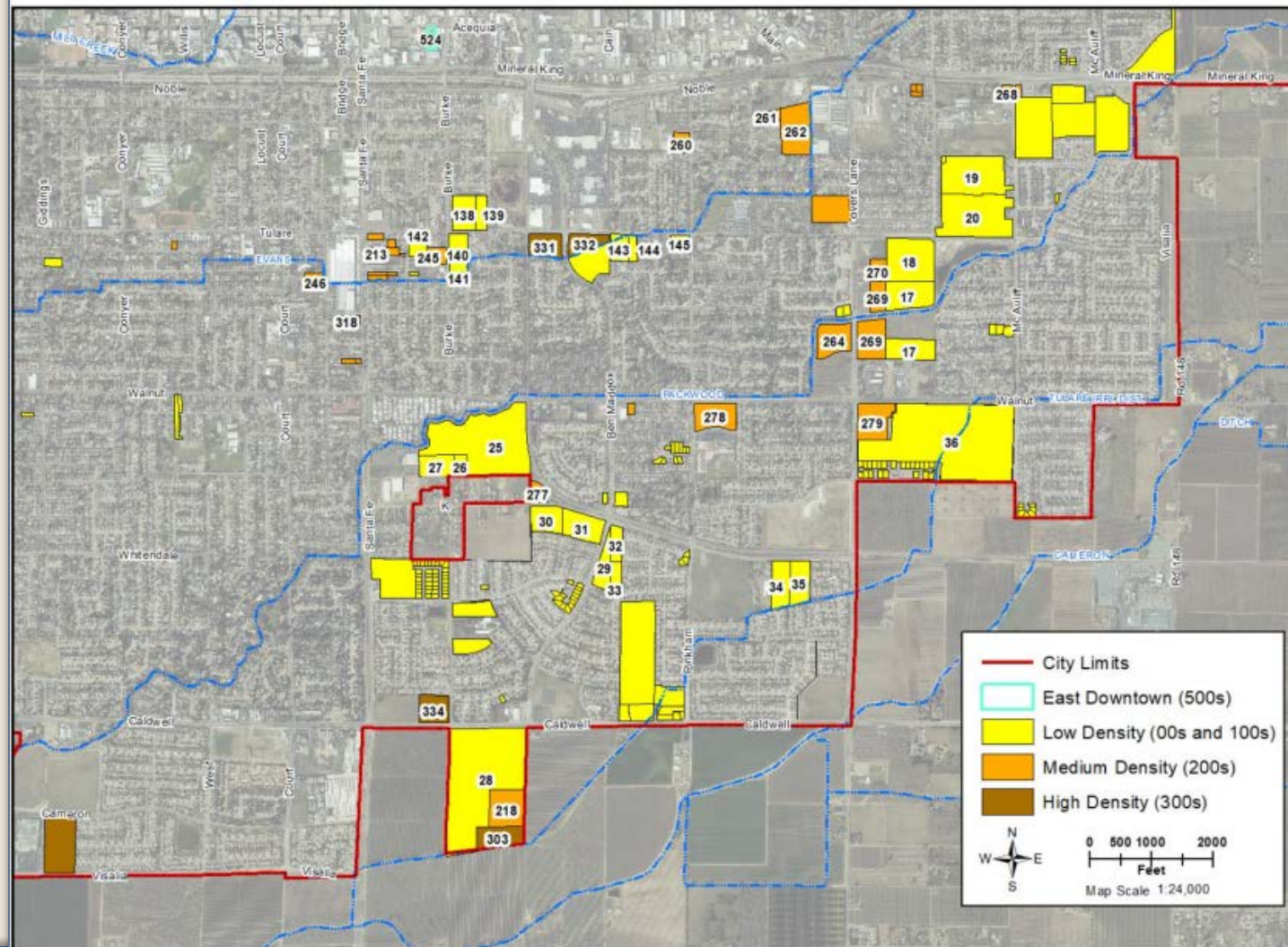




# Siting Analysis Example: 2015 – 2023 Housing Element



Figure B-4: Site Inventory Map - SE Visalia







# Community Engagement

# Engagement Events



- City Council / Planning Commission Study Sessions (2)
- Housing TAC Meetings (3)
- Community Workshops (2)
- Planning Commission Meetings / Hearings (1)
- City Council Meetings / Hearings (1)

# Community Workshops



- Workshop 1 Housing Concerns and Needs
- Workshop 2 Vacant and Underutilized Sites Assessment
- Further workshops planned for the Safety Element and Environmental Justice Element



# Ways for Public to Participate



- Branding and logo
- Newsletters
- Website
- Social media outreach
- Work with local groups
- Virtual Events (Zoom, etc.)
- Online surveys / interactions
- Joint Study Sessions / Hearings



# Public Education



- Website will host information and activities designed to inform and educate the community
  - What is required in a Housing Element?
  - What is RHNA?
  - Housing terms (e.g., density, housing units, missing middle housing)
  - Project schedule
  - Providing input on housing sites and policies/programs

# Newsletters

Newsletter #1:  
Housing Element Overview  
Available now: [housevisalia.com](https://housevisalia.com)

Newsletter #2:  
Public Review Draft Housing  
Element





Home

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HOUSING ELEMENT

GENERAL PLAN ELEMENT UPDATES

PARTICIPATE

RESOURCES

CITY OF VISALIA

HOUSING  
ELEMENT  
UPDATE

WELCOME

The Housing Element Update is a pivotal opportunity to address housing issues and plans for increasing housing production in the

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- The **Housing Element Technical Advisory Committee (HTAC)** will help address topics that are important to the development of the Housing Element
  - Provide a consistent “sounding board” throughout the development of the Element
- 
- HTAC is in the process of being formed with city staff coordinating the effort to send out invitations.





# Next Steps

# Next Steps



- Data collection and assessment
- Review status of existing goals, policies, and programs
- Prepare and conduct Community Workshop #1 (Housing Concerns and Needs)
- Work on housing sites identification

# City's Project Manager



**Brandon Smith**

Principal Planner,  
City of Visalia

[brandon.smith@visalia.city](mailto:brandon.smith@visalia.city)





# Open Discussion

**Housing Element Update**  
**Technical Advisory Committee**  
**Member List**

- Mary Beattie                      Visalia Planning Commission
- Mary Alice Escarsega        C-SET
- Ken Kugler                      Housing Authority of Tulare County
- Betsy McGovern-Garcia      Self-Help Enterprises
- Miguel Perez                  Kings Tulare Homeless Alliance
- Machael Smith                RH Community Builders
- Royce Stuteville              Central California Legal Services
- Brett Taylor                  Tulare County Association of Realtors
- Scott Travis                  Building Industry Association of Tulare & Kings Counties
- Noah Whitaker                Tulare County Health & Human Services Agency





# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0312

**Agenda Date:** 9/19/2022

**Agenda #:** 1.

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### **Agenda Item Wording:**

Appropriate \$50,000 annually from the General Fund for the next two years (FY 22/23 & 23/24) for the ongoing clean-up of the St. Johns River.

Deadline for Action: 9/19/2022

**Submitting Department:** Community Development

### **Contact Name and Phone Number:**

Tracy Robertshaw, Neighborhood Preservation Manager, (559)713-4187,

[tracy.robertshaw@visalia.city](mailto:tracy.robertshaw@visalia.city) <<mailto:tracy.robertshaw@visalia.city>>

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

### **Department Recommendation:**

Staff recommends that City Council appropriate \$50,000 annually for the next two years (FY 22/23 & 23/24) to perform clean-up and address the impacts of large-scale camps along the St. Johns River. The creation of this CIP will enable staff to track expenditures on equipment and staff time allocated to large scale clean ups of the St. Johns River area. The appropriation for future years will be requested during the bi-annual budget process.

### **Background Discussion:**

In December of 2020 and March of 2021, large scale cleanups to address the impacts of camps along the river were conducted along the riverbed and the banks of the St. Johns River. After the work was completed, a Code Enforcement Technician was assigned to conduct full time waterway inspections. The Code Enforcement (CE) Technician is responsible for the enforcement and protection of riparian areas with an emphasis on preventing large encampments from establishing within these restricted riparian setback areas along community waterways.

The CE Technician covers 45.26 miles of waterway areas and is in constant contact with individuals informing them that they cannot use the riparian areas for camping and/or loitering. This often results in the CE Technician issuing trespassing warnings, removal of small amounts of trash, and backfilling small holes within the riparian areas. As a result of having a CE Technician assigned to these areas, it has led to a reduction of large-scale problems from reoccurring. However, there have been a few situations that have occurred where the damage and/or debris in the waterway areas cannot be easily rectified by the CE Technician or Code Enforcement staff. When a situation occurs that cannot be remedied by Code Enforcement staff, it has become necessary to perform the work and repairs with multiple divisions/staff members resulting in the need to use smaller scale heavy equipment. In addition, the fund created for this project will be used to pay for disposal fees for items and debris removed and to reimburse departments for the work and equipment used for these cleanups.

If approved, the CIP for St. John's riparian area cleanups will only be utilized when necessary and will also allow staff to have a clearer picture on the amount of money and time being utilized to resolve

issues along this community waterway.

**Fiscal Impact:**

A total of \$50,000 annually for the next two years (FY 22/23 & 23/24) is being requested for the establishment of a CIP from the General Fund.

**Prior Council Action:**

- On November 2, 2020, the City Council authorized the appropriation of \$160,000 to hire a contractor to conduct a onetime health/sanitation project cleanup to clear trash, debris, and makeshift structures from the banks and riverbed of the St. Johns River. A portion of the monies allocated for this cleanup were used for dump fees to dispose of the debris that was removed from the St. Johns River area.
- On February 16, 2021, the City Council appropriated \$80,000 from the General Fund to address the impacts from the camps along the St. Johns River.

**Other:** N/A

**Alternatives:**

Staff can continue to complete small clean-ups of the river and return to Council for funding requests when large scale cleanups are necessary, without creating an account.

**Recommended Motion (and Alternative Motions if expected):**

I move to authorize the appropriation of \$50,000 for ongoing clean-up and to address the impacts occurring along the St. Johns River for FY 22/23 & 23/24.

**Environmental Assessment Status:** N/A

**CEQA Review:** N/A

**Attachments:** None.



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0349

**Agenda Date:** 9/19/2022

**Agenda #:** 2.

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### **Agenda Item Wording:**

Accept the City of Visalia Cash and Investment Report for the fourth quarter of the fiscal year which consists of months April, May, and June 2022.

**Deadline for Action:** 9/19/2022

**Submitting Department:** Finance and Technology Services

**Contact Name and Phone Number:** Jason Montgomery, 4425

### **Department Recommendation:**

Staff recommends that Council accept the City of Visalia Cash and Investment Report for the fourth quarter of the fiscal year which consists of months April, May, and June 2022.

### **Background Discussion:**

#### **Introduction**

The City accumulates significant cash assets before they are spent on a variety of governmental operations. For example, several large capital projects have accumulated substantial cash as they approach the start of the projects in the near future, or in some cases, have already begun. Some of these projects are Cape Seal of various streets and the major rehabs of the 198/Akers interchange and Caldwell Avenue from Akers to Shady.

The quarterly investment report is intended to inform the City Council and community about the status of City investments, and holds staff accountable for the investment and management of these funds.

#### **City Investment Policy**

The City's investments are diversified by the various maturities and credit types which are allowed under the City's Investment Policy and California Government Code Section 53600 et seq. It is the policy of the City to invest public funds in a manner which will provide the greatest security with the maximum investment return while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

The City continues to be conservative and prudent with the investment objectives, which in order of priority is safety, liquidity, and yield, while maintaining compliance with federal, state, and local laws and regulations. These investments will enable the City to meet expenditure requirements for the next six months, as required by state law.

#### **Economic Outlook**

At June 30, 2022, the national unemployment rate remained at 3.6%. The Consumer Price Index climbed to 9.06%, a continued increase from the March 2022 rate of 8.54%. At its July 27, 2022 meeting, the Federal

Open Market Committee (FOMC) raised the Federal Funds Rate (the rate at which institutions borrow and lend overnight funds to each other) by 75 basis points to the current range of 2.25% to 2.50% as they stated, "Although recent indicators of spending and production have softened, job gains have been robust in recent months, and the unemployment rate has remained low. Inflation remains elevated, due to supply chain issues and higher prices for food and energy."

Movements of the Federal Funds Rate are closely linked to Treasury Security rates; as the Federal Funds Rate increases, typically so do Treasury Security rates. Treasury Securities are investments that the City can purchase and are key benchmarks for other financial assets that the City can purchase (i.e.: Federal Agency's). Table 1 shows the rate comparison of the Federal Funds Rate and short term Treasury Securities between the third and fourth quarter of the current fiscal year and currently. Rates have been increasing across all maturity ranges. The City has continued to remain laddered across all maturities to ensure funds are available for future increases anticipated to be implemented by the FOMC.

Table 1

	March 2022 (3rd Quarter)	June 2022 (4th Quarter)	September 7, 2022 (Current)
Federal Funds Rate	0.25% - 0.50%	1.50% - 1.75%	2.25% - 2.50%
6 month Treasury	1.01%	2.46%	3.43%
1 year Treasury	1.60%	2.74%	3.58%
2 year Treasury	2.33%	2.95%	3.43%
3 year Treasury	2.51%	3.01%	3.49%
4 year Treasury	2.49%	3.02%	3.42%
5 year Treasury	2.46%	3.04%	3.36%

### Portfolio Performance

The June 30, 2022 investment portfolio managed balance was **\$463,694,147**.

The earnings rate as of June 30, 2022 was **1.29%**. Key benchmarks and performance statistics for the City's portfolio are shown in Table II, Managed Portfolio Performance Statistics.

Table II: Managed Portfolio Performance Statistics (dollars in millions)

Quarter Ending	Portfolio Balance	City Monthly Portfolio Rate	LAIF & CAM Balance	LAIF Rate	2 YR Treasury	Weighted Average Maturity (WAM)
March 2022	\$426.2	0.98%	\$73.0	0.29%	2.33%	622 Days
June 2022	\$463.7	1.29%	\$72.2	0.69%	2.95%	646 Days
<b>Fiscal Year Average 2021/2022</b>	<b>\$418.6</b>	<b>0.89%</b>		<b>0.32%</b>		

**Future Management**

The City manages the portfolio partly by considering the weighted average maturity (WAM) based upon management's expectations for rising, neutral or declining interest rates. Usually, the longer an investment's maturity, the higher the interest rate will be. However, the longer the maturity, the more at risk the portfolio is to market gains or losses due to interest rate changes.

As a result, the City has a target WAM based upon expected interest rate environments as shown on Table III, Target Weighted Average Maturity (WAM) Based on Interest Rate Expectations.

**Table III**  
**Target Weighted Average Maturity (WAM)**  
**Based Upon Interest Rate Expectations**

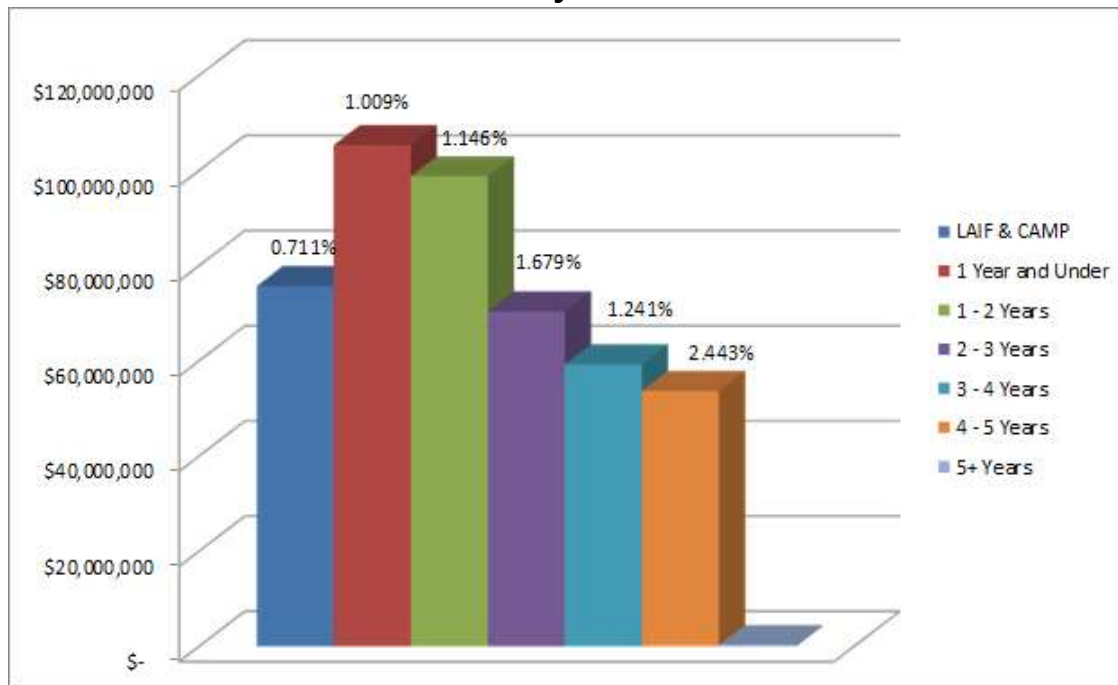
Forecasted Interest Rate Environment	Target WAM (Years)
Rising	0.50
Neutral	1.50
Declining	2.50

At the end of June 30, 2022, the portfolio WAM was 646 days or 1.77 years.

Charts I and II show the portfolio ladder and distribution as of June 30, 2022.



**Chart I**  
**Maturity Ladder**



- Note: Percent above each bar represents the average interest earnings rate for that maturity level

**Chart II**  
**Maturity Distribution**

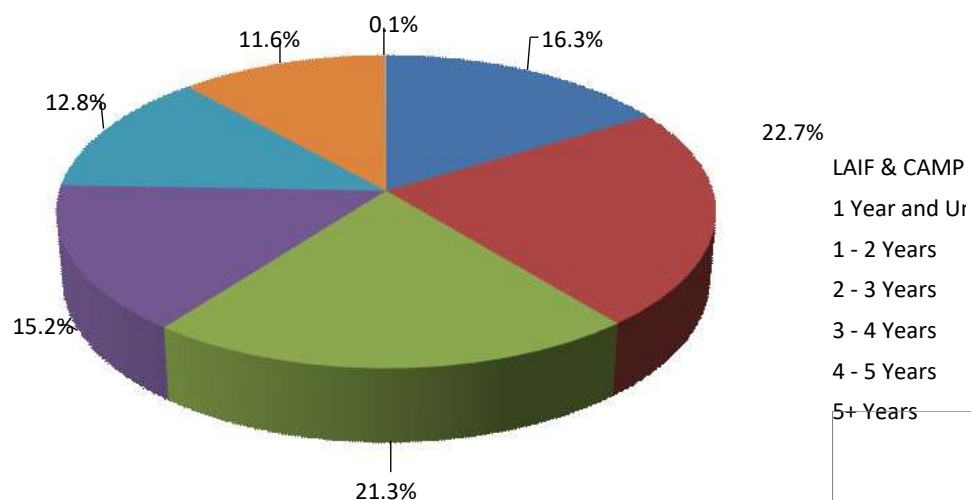


Table IV: 4th Quarter Investment Activity, shows investment activity for the quarter (April 2022 - June 2022).

**Table IV: 4th Quarter Investment Activity**

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	TYPE	YIELD	COUPON	AMOUNT	MATURITY DATE	PURCHASE DATE
<b>Maturities</b>						
CA ST High Speed Passenger Train	Muni	2.25%	2.37%	2,000,000	04/01/2022	04/27/201
CA ST High Speed Passenger Train	Muni	2.65%	2.37%	3,255,000	04/01/2022	02/28/201
CA ST High Speed Passenger Train	Muni	2.60%	2.37%	1,500,000	04/01/2022	03/15/201
CA ST	Muni	1.85%	2.35%	2,000,000	04/01/2022	06/27/201
Federal National Mortgage Assn.	Agency	1.96%	1.88%	2,000,000	04/05/2022	05/09/201
Toyota Motor Credit Corp.	Corporate	2.80%	2.65%	1,551,000	04/12/2022	03/27/202
U.S. Bank NA	Corporate	0.94%	2.65%	2,000,000	05/23/22(Fully Called 04/22/22)	01/01/202
California St. Department of Water	Muni	2.78%	2.00%	2,000,000	05/01/2022	08/21/201
Federal Farm Credit	Agency	0.14%	0.25%	3,000,000	05/06/2022	09/29/202
U.S. Bancorp	Corporate	0.57%	2.95%	2,000,000	07/15/22(Fully Called 06/15/22)	03/23/202
Federal Farm Credit	Agency	0.12%	1.48%	1,625,000	06/29/2022	03/16/202
				22,931,000		
<b>Purchases</b>						
Federal Farm Credit	Agency	1.65%	0.13%	2,000,000	02/03/2023	04/07/202
Federal Home Loan Bank	Agency	2.70%	1.25%	5,000,000	12/21/2026	04/07/202
Federal Farm Credit	Agency	2.75%	2.75%	5,000,000	04/25/2025	04/25/202
Amazon.Com Inc.	Corporate	3.38%	3.38%	5,000,000	04/13/2027	04/25/202
Federal Farm Credit	Agency	2.88%	2.88%	5,000,000	04/26/2027	04/26/202
Sacramento County Sanitation District	Muni	2.75%	0.76%	1,500,000	12/01/2023	04/26/202
CA ST	Muni	3.18%	2.65%	1,320,000	04/01/2026	04/26/202
Santa Clara County	Muni	2.73%	2.00%	6,535,000	08/01/2024	04/29/202
Citigroup	Corporate	3.35%	3.35%	5,000,000	04/29/2024	04/29/202
Bank of America	Corporate	3.10%	3.10%	3,000,000	04/29/2024	04/29/202
Fremont Unified School District	Muni	3.30%	0.83%	5,470,000	08/01/2026	05/05/202
Federal Home Loan Mortgage Corp.	Agency	2.07%	0.38%	5,000,000	04/20/2023	05/11/202
Upper Santa Clara Valley Joint Powers Authority	Muni	3.43%	1.18%	3,700,000	08/01/2026	05/13/202
Citigroup	Corporate	4.00%	4.00%	5,000,000	05/13/2025	05/13/202
Citigroup	Corporate	4.75%	4.75%	3,000,000	06/30/2025	06/30/202
San Jose Unified School District	Muni	3.55%	3.37%	2,205,000	08/01/2026	06/30/202
				63,730,000		

**Fiscal Impact:**

n/a

**Prior Council Action:** City of Visalia Cash and Investment Reports are reviewed and accepted quarterly.**Other:** n/a**Alternatives:** n/a**Recommended Motion (and Alternative Motions if expected):**

Move to accept the City of Visalia Cash and Investment Report for the fourth quarter of the fiscal year which consist of months April, May, and June 2022.

**Environmental Assessment Status:** n/a

**CEQA Review:** n/a

**Attachments:** Attachment #1, City of Visalia Cash and Investment Summary      Attachment #2, City of Visalia Investment Report by Maturity Date

## Attachment #1

### City of Visalia Cash and Investment Summary Quarter Ended June 30, 2022

<u>Security Investments</u>	<u>Par Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>% of Portfolio</u>	<u>Yield</u>
Medium-Term Corporate Bonds	\$ 94,375,000	\$ 91,656,534	\$ 91,656,534	19.77%	
Agency's	162,611,000	157,634,651	157,634,651	34.00%	
U.S. Treasury's	56,000,000	54,159,480	54,159,480	11.68%	
Municipal Bonds	88,190,000	84,167,833	84,167,833	18.15%	
<b>Total Security Investments</b>	<b>\$ 401,176,000</b>	<b>\$ 387,618,498</b>	<b>\$ 387,618,498</b>	<b>83.59%</b>	
<u>Other Investments</u>					
Local Agency Investment Fund (LAIF)	\$ 42,847,800	\$ 42,847,800	\$ 42,847,800	9.24%	
Local Agency Investment Fund (LAIF) - COVID	29,396,210	29,396,210	29,396,210	6.34%	
California Asset Management Program (CAMP)	3,518,177	3,518,177	3,518,177	0.76%	
Local Bonds	313,462	313,462	313,462	0.07%	
<b>Total Other Investments</b>	<b>\$ 76,075,649</b>	<b>\$ 76,075,649</b>	<b>\$ 76,075,649</b>	<b>16.41%</b>	
<b>Total Investments</b>	<b>\$ 477,251,649</b>	<b>\$ 463,694,147</b>	<b>\$ 463,694,147</b>	<b>100.0%</b>	<b>1.29%</b>

#### Cash with Fiscal Agents

US Bank 2014 COP (Convention Center Refinancing)	\$ 2
US Bank 2015 COP (VECC Loan)	8,685
US Bank 2003 East Visalia RDA	495,207
US Bank - Custodial Account	39,375
Delta Dental (Dental Prefunding) - estimate	60,700
Vision (Vision Prefunding) - estimate	11,210
Keenan & Associates (Workers Comp Prefunding)	316,554
<b>Total Cash with Fiscal Agents</b>	<b>\$ 931,733</b>

#### Cash in Banks and Other Cash

Citizens Business Bank (Sweep and Operating)-estimate	\$ 11,019,353
Petty Cash - Various City Offices	11,700
<b>Total Cash in Banks and Other Cash</b>	<b>\$ 11,031,053</b>

#### Total Cash and Investments

**\$ 475,656,933**



# Attachment #2

## City of Visalia Investment Report By Maturity Date 06/30/2022

Investments	Type	Par Value	Book Value	Market Value	Coupon	Yield	% of Portfolio	Maturity	S&P/Moody's Credit Rating	Days to Maturity
Wells Fargo & Company	Corporate	\$ 3,000,000.00	\$ 3,000,300.00	\$ 3,000,300.00	2.63%	1.60%	0.65%	07/22/22	BBB+	22
Suntrust Bank - Atlanta	Corporate	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	2.45%	0.19%	0.65%	08/01/22	A	32
Federal National Mortgage Association	Agency	\$ 3,000,000.00	\$ 2,997,930.00	\$ 2,997,930.00	1.38%	0.16%	0.65%	09/06/22	AA+	68
JP Morgan Chase Co.	Corporate	\$ 1,100,000.00	\$ 1,101,705.00	\$ 1,101,705.00	3.25%	1.92%	0.24%	09/23/22	A-	85
CA State	Muni	\$ 2,000,000.00	\$ 2,002,660.00	\$ 2,002,660.00	2.50%	2.78%	0.43%	10/01/22	AA-	93
CA State	Muni	\$ 2,250,000.00	\$ 2,252,992.50	\$ 2,252,992.50	2.50%	0.95%	0.49%	10/01/22	AA-	93
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,999,060.00	\$ 1,999,060.00	2.00%	2.03%	0.43%	10/05/22	AA+	97
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,985,000.00	\$ 2,985,000.00	0.16%	0.16%	0.64%	10/13/22	AA+	105
Toyota Motor Credit	Corporate	\$ 3,000,000.00	\$ 2,989,470.00	\$ 2,989,470.00	0.35%	0.18%	0.64%	10/14/22	A+	106
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 2,001,500.00	\$ 2,001,500.00	2.33%	2.34%	0.43%	10/18/22	AA+	110
CA State	Muni	\$ 3,000,000.00	\$ 3,007,140.00	\$ 3,007,140.00	3.00%	0.25%	0.65%	11/01/22	AA-	124
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 2,001,720.00	\$ 2,001,720.00	2.50%	2.21%	0.43%	12/09/22	AA+	162
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 2,006,060.00	\$ 2,006,060.00	3.00%	2.64%	0.43%	12/09/22	AA+	162
U.S. Bank NA	Corporate	\$ 3,000,000.00	\$ 2,984,550.00	\$ 2,984,550.00	1.95%	1.42%	0.64%	01/09/23	AA-	193
Bank of America	Corporate	\$ 3,000,000.00	\$ 3,004,800.00	\$ 3,004,800.00	3.30%	2.00%	0.65%	01/11/23	A-	195
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,987,500.00	\$ 1,987,500.00	1.50%	0.09%	0.43%	01/15/23	Aaa	199
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,970,840.00	\$ 1,970,840.00	0.13%	1.65%	0.43%	02/03/23	AA+	218
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,992,340.00	\$ 1,992,340.00	2.00%	0.11%	0.43%	02/15/23	Aaa	230
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,966,020.00	\$ 1,966,020.00	0.13%	0.15%	0.42%	02/28/23	Aaa	243
Caterpillar Financial Service	Corporate	\$ 2,575,000.00	\$ 2,561,610.00	\$ 2,561,610.00	2.63%	0.55%	0.55%	03/01/23	A	244
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,997,300.00	\$ 1,997,300.00	2.50%	2.71%	0.43%	03/10/23	AA+	253
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,968,900.00	\$ 1,968,900.00	0.50%	0.11%	0.42%	03/15/23	Aaa	258
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,998,620.00	\$ 1,998,620.00	2.70%	2.72%	0.43%	04/11/23	AA+	285
WalMart Inc.	Corporate	\$ 1,000,000.00	\$ 999,970.00	\$ 999,970.00	2.55%	0.52%	0.22%	04/11/23	AA	285
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,959,760.00	\$ 1,959,760.00	0.25%	0.12%	0.42%	04/15/23	Aaa	289
Federal Home Loan Mortgage Corporation	Agency	\$ 5,000,000.00	\$ 4,900,650.00	\$ 4,900,650.00	0.38%	2.07%	1.06%	04/20/23	AA+	294
Bank of New York Mellon Corp.	Corporate	\$ 1,000,000.00	\$ 1,004,220.00	\$ 1,004,220.00	3.50%	0.55%	0.22%	04/28/23	A	302
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,955,000.00	\$ 1,955,000.00	0.13%	0.20%	0.42%	04/30/23	Aaa	304
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,979,760.00	\$ 1,979,760.00	1.63%	0.16%	0.43%	04/30/23	Aaa	304
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 2,004,960.00	\$ 2,004,960.00	3.00%	2.73%	0.43%	05/02/23	AA+	306
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,957,460.00	\$ 1,957,460.00	0.38%	1.24%	0.42%	05/05/23	AA+	309
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,936,190.00	\$ 2,936,190.00	0.38%	1.17%	0.63%	05/05/23	AA+	309
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,980,460.00	\$ 1,980,460.00	1.75%	0.14%	0.43%	05/15/23	Aaa	319
University of California Revenue	Muni	\$ 4,360,000.00	\$ 4,256,144.80	\$ 4,256,144.80	0.37%	1.70%	0.92%	05/15/23	AA-	319
Federal National Mortgage Association	Agency	\$ 2,200,000.00	\$ 2,149,906.00	\$ 2,149,906.00	0.25%	0.68%	0.46%	05/22/23	AA+	326
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,957,600.00	\$ 1,957,600.00	0.38%	1.25%	0.42%	05/23/23	AA+	327
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,936,400.00	\$ 2,936,400.00	0.38%	1.20%	0.63%	05/23/23	AA+	327
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,950,460.00	\$ 1,950,460.00	0.13%	0.21%	0.42%	05/31/23	Aaa	335
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,977,180.00	\$ 1,977,180.00	1.63%	0.18%	0.43%	05/31/23	Aaa	335
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,948,880.00	\$ 1,948,880.00	0.13%	0.16%	0.42%	06/02/23	AA+	337
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,930,640.00	\$ 2,930,640.00	0.35%	0.54%	0.63%	06/08/23	AA+	343
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,949,140.00	\$ 1,949,140.00	0.25%	0.15%	0.42%	06/15/23	Aaa	350
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,995,300.00	\$ 1,995,300.00	2.75%	0.16%	0.43%	06/19/23	AA+	354
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,992,950.00	\$ 2,992,950.00	2.75%	0.52%	0.65%	06/19/23	AA+	354
Federal Home Loan Mortgage Corporation	Agency	\$ 2,965,000.00	\$ 2,885,775.20	\$ 2,885,775.20	0.25%	0.19%	0.62%	06/26/23	AA+	361
U.S. Bank NA	Corporate	\$ 2,000,000.00	\$ 1,998,320.00	\$ 1,998,320.00	3.40%	1.05%	0.43%	07/24/23	AA-	389
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,940,000.00	\$ 1,940,000.00	0.13%	0.24%	0.42%	07/31/23	Aaa	396
CA State	Muni	\$ 2,940,000.00	\$ 2,950,907.40	\$ 2,950,907.40	3.40%	3.05%	0.64%	08/01/23	AA-	397
San Diego Community College District	Muni	\$ 3,375,000.00	\$ 3,340,372.50	\$ 3,340,372.50	2.00%	0.43%	0.72%	08/01/23	AAA	397
Bank of New York Mellon Corp.	Corporate	\$ 1,000,000.00	\$ 1,002,530.00	\$ 1,002,530.00	3.45%	1.87%	0.22%	08/11/23	A	407
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,939,420.00	\$ 1,939,420.00	0.25%	0.20%	0.42%	08/24/23	AA+	420
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,909,760.00	\$ 2,909,760.00	0.13%	0.22%	0.63%	08/28/23	AA+	424
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,900,820.00	\$ 2,900,820.00	0.13%	0.22%	0.63%	09/08/23	AA+	435
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,987,720.00	\$ 1,987,720.00	2.38%	1.58%	0.43%	09/08/23	AA+	435
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,999,820.00	\$ 1,999,820.00	2.88%	2.36%	0.43%	09/12/23	AA+	439
Federal Farm Credit	Agency	\$ 2,500,000.00	\$ 2,419,650.00	\$ 2,419,650.00	0.22%	0.25%	0.52%	09/22/23	AA+	449
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,934,060.00	\$ 1,934,060.00	0.25%	0.26%	0.42%	09/30/23	Aaa	457
CA State	Muni	\$ 2,000,000.00	\$ 1,980,220.00	\$ 1,980,220.00	2.25%	3.15%	0.43%	10/01/23	AA-	458
CA State	Muni	\$ 2,500,000.00	\$ 2,475,275.00	\$ 2,475,275.00	2.25%	1.00%	0.53%	10/01/23	AA-	458
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,899,020.00	\$ 2,899,020.00	0.29%	0.64%	0.63%	10/12/23	AA+	469
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,893,710.00	\$ 2,893,710.00	0.13%	0.46%	0.62%	10/16/23	AA+	473
CA State	Muni	\$ 1,500,000.00	\$ 1,498,260.00	\$ 1,498,260.00	3.00%	0.35%	0.32%	11/01/23	AA-	489
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,893,950.00	\$ 2,893,950.00	0.25%	1.39%	0.62%	11/06/23	AA+	494
Bristol-Myers Squibb Co.	Corporate	\$ 3,000,000.00	\$ 2,895,240.00	\$ 2,895,240.00	0.54%	0.19%	0.62%	11/13/23	A+	501
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,927,340.00	\$ 1,927,340.00	0.25%	0.65%	0.42%	11/15/23	Aaa	503
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,904,210.00	\$ 2,904,210.00	0.55%	0.75%	0.63%	11/24/23	AA+	512
Federal National Mortgage Association	Agency	\$ 2,200,000.00	\$ 2,119,810.00	\$ 2,119,810.00	0.25%	0.90%	0.46%	11/27/23	AA+	515
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,932,040.00	\$ 1,932,040.00	0.50%	0.66%	0.42%	11/30/23	Aaa	518
Sacramento County Sanatation District	Muni	\$ 1,500,000.00	\$ 1,452,855.00	\$ 1,452,855.00	0.76%	2.75%	0.31%	12/01/23	AA	519
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,924,380.00	\$ 1,924,380.00	0.25%	0.21%	0.42%	12/04/23	AA+	522
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 2,010,500.00	\$ 2,010,500.00	3.38%	2.68%	0.43%	12/08/23	AA+	526
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,919,060.00	\$ 1,919,060.00	0.13%	0.67%	0.41%	12/15/23	Aaa	533
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,898,930.00	\$ 2,898,930.00	0.63%	0.75%	0.63%	12/22/23	AA+	540
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,990,000.00	\$ 1,990,000.00	2.63%	0.68%	0.43%	12/31/23	Aaa	549
City of Oakland	Muni	\$ 3,435,000.00	\$ 3,342,735.90	\$ 3,342,735.90	1.58%	1.56%	0.72%	01/15/24	AA	564
Bank of America	Corporate	\$ 3,000,000.00	\$ 3,032,010.00	\$ 3,032,010.00	4.13%	0.44%	0.65%	01/22/24	A-	571
U.S. Bancorp	Corporate	\$ 2,500,000.00	\$ 2,511,575.00	\$ 2,511,575.00	3.70%	1.32%	0.54%	01/30/24	A+	579

**City of Visalia  
Investment Report  
By Maturity Date  
06/30/2022 (cont.)**

Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,985,820.00	\$ 1,985,820.00	2.50%	1.76%	0.43%	02/05/24	AA+	585
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,916,560.00	\$ 1,916,560.00	0.25%	0.29%	0.41%	02/26/24	AA+	606
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,963,120.00	\$ 1,963,120.00	1.88%	1.46%	0.42%	03/08/24	AA+	617
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,915,780.00	\$ 1,915,780.00	0.30%	0.31%	0.41%	03/18/24	AA+	627
Citigroup	Corporate	\$ 5,000,000.00	\$ 4,964,150.00	\$ 4,964,150.00	3.35%	3.35%	1.07%	04/29/24	A	669
Bank of America	Corporate	\$ 3,000,000.00	\$ 2,872,890.00	\$ 2,872,890.00	3.10%	3.10%	0.62%	04/29/24	A-	669
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,992,820.00	\$ 1,992,820.00	2.88%	1.85%	0.43%	06/14/24	AA+	715
Toyota Motor Credit	Corporate	\$ 3,000,000.00	\$ 2,820,240.00	\$ 2,820,240.00	0.50%	0.59%	0.61%	06/14/24	A+	715
Federal Home Loan Mortgage Corporation	Agency	\$ 3,750,000.00	\$ 3,556,800.00	\$ 3,556,800.00	0.38%	0.38%	0.77%	06/28/24	AA+	729
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,954,820.00	\$ 1,954,820.00	1.75%	1.68%	0.42%	07/02/24	AA+	733
American Honda Finance Corp.	Corporate	\$ 2,500,000.00	\$ 2,347,975.00	\$ 2,347,975.00	0.55%	0.71%	0.51%	07/12/24	A-	743
Santa Clara County	Muni	\$ 6,535,000.00	\$ 6,381,819.60	\$ 6,381,819.60	2.00%	2.73%	1.38%	08/01/24	AAA	763
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,936,960.00	\$ 1,936,960.00	1.50%	1.45%	0.42%	08/15/24	AA+	777
City of Berkeley	Muni	\$ 800,000.00	\$ 802,672.00	\$ 802,672.00	3.50%	1.95%	0.17%	09/01/24	AA+	794
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,991,720.00	\$ 1,991,720.00	2.88%	1.64%	0.43%	09/13/24	AA+	806
Toyota Motor Credit	Corporate	\$ 3,000,000.00	\$ 2,818,500.00	\$ 2,818,500.00	0.63%	1.04%	0.61%	09/13/24	A+	806
Federal National Mortgage Association	Agency	\$ 3,000,000.00	\$ 2,907,120.00	\$ 2,907,120.00	1.63%	0.75%	0.63%	10/15/24	AA+	838
Bank of New York Mellon Corp.	Corporate	\$ 3,000,000.00	\$ 2,902,950.00	\$ 2,902,950.00	2.10%	0.52%	0.63%	10/24/24	A	847
Bank of New York Mellon Corp.	Corporate	\$ 3,000,000.00	\$ 2,902,950.00	\$ 2,902,950.00	2.10%	1.93%	0.63%	10/24/24	A	847
CA State Department Water	Muni	\$ 5,000,000.00	\$ 4,667,800.00	\$ 4,667,800.00	0.51%	1.59%	1.01%	12/01/24	AAA	885
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,985,800.00	\$ 1,985,800.00	2.75%	1.48%	0.43%	12/13/24	AA+	897
State Street Corp.	Corporate	\$ 3,000,000.00	\$ 2,978,940.00	\$ 2,978,940.00	3.30%	0.64%	0.64%	12/16/24	A	900
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,931,180.00	\$ 1,931,180.00	1.63%	0.36%	0.42%	01/07/25	AA+	922
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,918,200.00	\$ 1,918,200.00	1.38%	0.52%	0.41%	01/31/25	Aaa	946
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,883,750.00	\$ 2,883,750.00	1.50%	0.74%	0.62%	02/12/25	AA+	958
Toyota Motor Credit	Corporate	\$ 5,000,000.00	\$ 4,766,850.00	\$ 4,766,850.00	1.80%	2.30%	1.03%	02/13/25	A+	959
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,948,680.00	\$ 1,948,680.00	2.00%	0.52%	0.42%	02/15/25	Aaa	961
U.S. Treasury	Treasury	\$ 5,000,000.00	\$ 4,949,050.00	\$ 4,949,050.00	2.63%	2.36%	1.07%	03/31/25	Aaa	1005
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,870,200.00	\$ 1,870,200.00	0.63%	0.59%	0.40%	04/22/25	AA+	1027
Federal Farm Credit	Agency	\$ 5,000,000.00	\$ 4,955,300.00	\$ 4,955,300.00	2.75%	2.75%	1.07%	04/25/25	AA+	1030
Citigroup	Corporate	\$ 5,000,000.00	\$ 4,911,650.00	\$ 4,911,650.00	4.00%	4.00%	1.06%	05/13/25	A	1048
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,862,940.00	\$ 1,862,940.00	0.63%	0.52%	0.40%	06/13/25	AA+	1079
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,855,220.00	\$ 1,855,220.00	0.50%	0.46%	0.40%	06/17/25	AA+	1083
Citigroup	Corporate	\$ 3,000,000.00	\$ 2,996,910.00	\$ 2,996,910.00	4.75%	4.75%	0.65%	06/30/25	A	1096
Los Angeles School District	Muni	\$ 3,345,000.00	\$ 3,122,958.90	\$ 3,122,958.90	1.25%	1.09%	0.67%	07/01/25	Aa3	1097
JP Morgan Chase Co.	Corporate	\$ 1,450,000.00	\$ 1,452,291.00	\$ 1,452,291.00	3.90%	1.07%	0.31%	07/15/25	A-	1111
Federal Home Loan Mortgage Corporation	Agency	\$ 2,996,000.00	\$ 2,763,660.20	\$ 2,763,660.20	0.38%	0.46%	0.60%	07/21/25	AA+	1117
Los Angeles Commty College	Muni	\$ 5,000,000.00	\$ 4,609,550.00	\$ 4,609,550.00	0.77%	0.97%	0.99%	08/01/25	AA+	1128
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,878,860.00	\$ 2,878,860.00	1.75%	1.33%	0.62%	09/12/25	AA+	1170
Los Angeles School District	Muni	\$ 5,000,000.00	\$ 4,690,250.00	\$ 4,690,250.00	1.54%	1.58%	1.01%	09/15/25	A+	1173
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,834,580.00	\$ 1,834,580.00	0.38%	0.44%	0.40%	09/23/25	AA+	1181
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,834,580.00	\$ 1,834,580.00	0.38%	0.90%	0.40%	09/23/25	AA+	1181
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,838,820.00	\$ 1,838,820.00	0.55%	0.55%	0.40%	09/30/25	AA+	1188
Procter & Gamble Co.	Corporate	\$ 3,000,000.00	\$ 2,758,680.00	\$ 2,758,680.00	0.55%	0.69%	0.59%	10/29/25	AA-	1217
CA State	Muni	\$ 2,000,000.00	\$ 1,976,280.00	\$ 1,976,280.00	3.00%	0.70%	0.43%	11/01/25	AA-	1220
CA State University	Muni	\$ 5,555,000.00	\$ 5,089,990.95	\$ 5,089,990.95	0.89%	1.63%	1.10%	11/01/25	AA-	1220
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,836,200.00	\$ 1,836,200.00	0.50%	0.68%	0.40%	11/07/25	AA+	1226
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,836,200.00	\$ 1,836,200.00	0.50%	1.13%	0.40%	11/07/25	AA+	1226
U.S. Bancorp	Corporate	\$ 3,000,000.00	\$ 3,014,670.00	\$ 3,014,670.00	3.95%	0.75%	0.65%	11/17/25	A+	1236
John Deere Capital Corp.	Corporate	\$ 3,000,000.00	\$ 2,708,820.00	\$ 2,708,820.00	0.70%	0.74%	0.58%	01/15/26	A	1295
Charles Schwab Corp.	Corporate	\$ 4,000,000.00	\$ 3,588,400.00	\$ 3,588,400.00	0.90%	1.04%	0.77%	03/11/26	A	1350
CA State	Muni	\$ 3,400,000.00	\$ 3,301,740.00	\$ 3,301,740.00	2.65%	0.97%	0.71%	04/01/26	AA-	1371
CA State	Muni	\$ 1,320,000.00	\$ 1,281,852.00	\$ 1,281,852.00	2.65%	3.18%	0.28%	04/01/26	AA-	1371
Amazon.Com Inc.	Corporate	\$ 3,000,000.00	\$ 2,728,230.00	\$ 2,728,230.00	1.00%	1.02%	0.59%	05/12/26	AA	1412
John Deere Capital Corp.	Corporate	\$ 1,250,000.00	\$ 1,129,837.50	\$ 1,129,837.50	1.05%	0.91%	0.24%	06/17/26	A	1448
U.S. Treasury	Treasury	\$ 3,000,000.00	\$ 2,754,030.00	\$ 2,754,030.00	0.88%	1.61%	0.59%	06/30/26	Aaa	1461
U.S. Treasury	Treasury	\$ 5,000,000.00	\$ 4,534,400.00	\$ 4,534,400.00	0.63%	2.58%	0.98%	07/31/26	Aaa	1492
Los Angeles Commty College	Muni	\$ 2,000,000.00	\$ 1,819,360.00	\$ 1,819,360.00	1.17%	2.38%	0.39%	08/01/26	AA+	1493
Fremont Unified School District	Muni	\$ 5,470,000.00	\$ 4,928,907.60	\$ 4,928,907.60	0.83%	3.30%	1.06%	08/01/26	AA-	1493
Upper Santa Clara Valley Joint Powers Authority	Muni	\$ 3,700,000.00	\$ 3,358,046.00	\$ 3,358,046.00	1.18%	3.43%	0.72%	08/01/26	AA	1493
San Jose Unified School District	Muni	\$ 2,205,000.00	\$ 2,205,352.80	\$ 2,205,352.80	3.37%	3.55%	0.48%	08/01/26	AA+	1493
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,841,000.00	\$ 2,841,000.00	1.88%	1.12%	0.61%	09/11/26	AA+	1534
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,903,000.00	\$ 1,903,000.00	1.88%	1.21%	0.41%	09/24/26	AA+	1547
CA State	Muni	\$ 3,000,000.00	\$ 2,868,990.00	\$ 2,868,990.00	2.38%	1.05%	0.62%	10/01/26	AA-	1554
CA State Department Water	Muni	\$ 5,000,000.00	\$ 4,502,700.00	\$ 4,502,700.00	1.05%	1.68%	0.97%	12/01/26	AAA	1615
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,774,250.00	\$ 2,774,250.00	1.25%	1.66%	0.60%	12/21/26	AA+	1635
Federal Home Loan Bank	Agency	\$ 5,000,000.00	\$ 4,623,750.00	\$ 4,623,750.00	1.25%	2.70%	1.00%	12/21/26	AA+	1635
U.S. Treasury	Treasury	\$ 5,000,000.00	\$ 4,746,100.00	\$ 4,746,100.00	1.88%	2.37%	1.02%	02/28/27	Aaa	1704
Amazon.Com Inc.	Corporate	\$ 5,000,000.00	\$ 4,905,300.00	\$ 4,905,300.00	3.30%	3.38%	1.06%	04/13/27	AA	1748
Federal Farm Credit	Agency	\$ 5,000,000.00	\$ 4,947,400.00	\$ 4,947,400.00	2.88%	2.88%	1.07%	04/26/27	AA+	1761
<b>Total Investments</b>		<b>\$ 401,176,000.00</b>	<b>\$ 387,618,497.85</b>	<b>\$ 387,618,497.85</b>			<b>83.6%</b>			
<b>Other Investments</b>										
Local Agency Investment Funds (LAIF)	LAIF	\$ 42,847,800.25	\$ 42,847,800.25	\$ 42,847,800.25	0.69%	0.69%	9.2%	06/30/22	N/A	-
Local Agency Investment Funds (LAIF) - COVID	LAIF	\$ 29,396,209.87	\$ 29,396,209.87	\$ 29,396,209.87	0.69%	0.69%	6.3%	06/30/22	N/A	-
California Asset Management Program (CAMP)	CAMP	\$ 3,518,177.47	\$ 3,518,177.47	\$ 3,518,177.47	1.14%	1.14%	0.8%	06/30/22	N/A	-
Orchard Walk West	Bond	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	6.75%	6.75%	0.0%	06/01/26	N/A	1432
Atwood Water Main District	Bond	\$ 81,676.33	\$ 81,676.33	\$ 81,676.33	4.00%	4.00%	0.0%	09/02/30	N/A	2986
Laura Water Main District	Bond	\$ 51,785.37	\$ 51,785.37	\$ 51,785.37	4.00%	4.00%	0.0%	09/02/30	N/A	2986
<b>Total Other Investments</b>		<b>\$ 76,075,649.29</b>	<b>\$ 76,075,649.29</b>	<b>\$ 76,075,649.29</b>			<b>16.4%</b>			

<b>Total Portfolio Holdings</b>		<b>\$ 477,251,649.29</b>	<b>\$ 463,694,147.14</b>	<b>\$ 463,694,147.14</b>			<b>1.29%</b>	<b>100.0%</b>		
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# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0331

**Agenda Date:** 9/19/2022

**Agenda #:** 3.

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**Agenda Item Wording:**

Authorize accepting the Fiscal Year 2021 Assistance to Firefighter Grant (AFG) award in the amount of \$65,280.00 for the purchase of four (4) battery-operated combi tools and accessories.

Deadline for Action: 9/19/2022

**Submitting Department:** Fire Department

**Contact Name and Phone Number:** Dan Griswold, x4220; Tom Van Grouw, x4265; Crissy Balderama, x4513

**Department Recommendation:**

Staff recommends City Council authorize staff to accept the Fiscal Year 2021 Assistance to Firefighter Grant award in the amount of \$65,280.00 for the purchase of four (4) battery-operated combi-tools and accessories. This amount includes \$59,345.45 in federal funding awarded through the AFG grant and the required \$5,934.55 10% match from the General Fund.

**Background Discussion:**

A combi-tool is a combination of a spreader and a cutter in one tool. Combi-tools are primarily used during vehicle extrications to open or remove vehicle doors and/or the roof to gain access to patients when the vehicle has been damaged. Combi-tools can also be used to force open the engine compartment for access during fire suppression and to lift a vehicle or other heavy object during a rescue or entrapment. This AFG grant award is for the purchase of four (4) combi-tools with two (2) batteries each and one (1) battery charger each.

The proposed battery-operated combi-tools will replace the hydraulic-powered combi-tools currently in use on frontline engines. The current hydraulic combi-tools are over fifteen years old, are near the end of their recommended lifespan, and have needed more frequent repair.

The current hydraulic combi-tools consist of a gas-powered engine used to pressurize hydraulic fluid from a reservoir through hydraulic hoses, and ultimately delivering power to the combi-tool. This system is heavy, requires time for set-up and use, and has multiple components requiring maintenance and that are susceptible to damage or failure.

The proposed, battery-operated, combi-tool is a single tool with a battery as its power source. This system does not require the use of a gas-powered power plant, hydraulic fluid for power, or hoses. The proposed tool only requires a battery to be inserted into the tool and the power turned on. Battery operated combi-tools are lighter in weight and the tools operate more quietly than hydraulic tools given there is not the gas-powered power unit.

This project is a current and approved General Fund capital improvement plan (CIP) project for FY 2022/23. Approving this authorization will relieve the General Fund of this project except for the City

of Visalia's required 10% match and any other cost to complete the project.

**Fiscal Impact:**

This project is currently budgeted in the General Fund in FY 2022/23 for \$68,800. Approving this authorization will reimburse the General Fund by \$59,345.45 in federal funding awarded through the AFG grant.

**Prior Council Action:** None

**Other:** N/A

**Alternatives:** Decline the Assistance to Firefighter award and utilize funding through the City Capital Improvement Project process.

**Recommended Motion (and Alternative Motions if expected):**

I move to authorize staff to accept the Fiscal Year 2021 Assistance to Firefighter Grant award in the amount of \$65,280.00 for the purchase of four (4) complete battery-operated Combi Tools. This amount includes \$59,345.45 in federal funding awarded through the AFG grant and the required \$5,934.55 (equal to or greater than 10%) contribution of non-federal funds.

**Environmental Assessment Status:** N/A

**CEQA Review:** N/A

**Attachments:** FY 2021 Assistance to Firefighters Grant Award Package

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 08/12/2022



Melody Murch  
VISALIA, CITY OF (INC)  
707 W ACEQUIA  
VISALIA, CA 93291

EMW-2021-FG-05914

Dear Melody Murch,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$59,345.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$5,934.55 for a total approved budget of \$65,280.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,





PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant

**Recipient:** VISALIA, CITY OF (INC)

**UEI-EFT:** VNUTNKQPF423

**DUNS number:** 030999866

**Award number:** EMW-2021-FG-05914

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$60,000.00
Supplies	\$0.00
Contractual	\$5,280.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$59,345.45
Non-federal	\$5,934.55
Total	\$65,280.00
Program Income	\$0.00

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

### Approved request details:

## Equipment

## Cutter/Spreader

### DESCRIPTION

4 complete battery-operated NFPA 1936 compliant Combi-Tools including (2) batteries and (1) 110V charger for \$16,000 each

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	4	\$15,000.00	\$60,000.00	Equipment

### CHANGE FROM APPLICATION

**Price** from **\$16,000.00** to **\$15,000.00**

### JUSTIFICATION

This reduction is because the cost you requested for battery operated combi-tool exceeds the average price range calculated from market research and prior awards for the same item.

## Additional funding

### DESCRIPTION

CA state sales tax (8.5%) of \$5,280 for state sales tax.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$5,280.00	\$5,280.00	Contractual

### CHANGE FROM APPLICATION

**Budget class** from **Other** to **Contractual**

### JUSTIFICATION

This award reflects a change in BUDGET CLASS from Other to Contractual.

## **Agreement Articles**

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant

**Recipient:** VISALIA, CITY OF (INC)

**UEI-EFT:** VNUTNKQPF423

**DUNS number:** 030999866

**Award number:** EMW-2021-FG-05914

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2****General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4****Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.



<b>Article 5</b>	<b>Age Discrimination Act of 1975</b> Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
<b>Article 6</b>	<b>Americans with Disabilities Act of 1990</b> Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
<b>Article 7</b>	<b>Best Practices for Collection and Use of Personally Identifiable Information</b> Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
<b>Article 8</b>	<b>Civil Rights Act of 1964 – Title VI</b> Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
<b>Article 9</b>	<b>Civil Rights Act of 1968</b> Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

<b>Article 10</b>	<b>Copyright</b> Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
<b>Article 11</b>	<b>Debarment and Suspension</b> Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
<b>Article 12</b>	<b>Drug-Free Workplace Regulations</b> Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
<b>Article 13</b>	<b>Duplication of Benefits</b> Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
<b>Article 14</b>	<b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b> Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

<b>Article 15</b>	<b>Energy Policy and Conservation Act</b> Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
<b>Article 16</b>	<b>False Claims Act and Program Fraud Civil Remedies</b> Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
<b>Article 17</b>	<b>Federal Debt Status</b> All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
<b>Article 18</b>	<b>Federal Leadership on Reducing Text Messaging while Driving</b> Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
<b>Article 19</b>	<b>Fly America Act of 1974</b> Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
<b>Article 20</b>	<b>Hotel and Motel Fire Safety Act of 1990</b> Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

<b>Article 21</b>	<p><b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b></p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
<b>Article 22</b>	<p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b></p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p>
<b>Article 23</b>	<p><b>Lobbying Prohibitions</b></p> <p>Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
<b>Article 24</b>	<p><b>National Environmental Policy Act</b></p> <p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>



<b>Article 25</b>	<b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b> It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
<b>Article 26</b>	<b>Non-Supplanting Requirement</b> Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
<b>Article 27</b>	<b>Notice of Funding Opportunity Requirements</b> All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
<b>Article 28</b>	<b>Patents and Intellectual Property Rights</b> Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
<b>Article 29</b>	<b>Procurement of Recovered Materials</b> States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

<b>Article 30</b>	<p><b>Rehabilitation Act of 1973</b></p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>
<b>Article 31</b>	<p><b>Reporting of Matters Related to Recipient Integrity and Performance</b></p> <p>General Reporting Requirements: If the total value of any 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 the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
<b>Article 32</b>	<p><b>Reporting Subawards and Executive Compensation</b></p> <p>Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>
<b>Article 33</b>	<p><b>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials</b></p> <p>Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure 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</p>

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. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) 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; or (3) 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. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

#### **Article 34**

#### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

<b>Article 35</b>	<b>Terrorist Financing</b> Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
<b>Article 36</b>	<b>Trafficking Victims Protection Act of 2000 (TVPA)</b> Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
<b>Article 37</b>	<b>Universal Identifier and System of Award Management</b> Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
<b>Article 38</b>	<b>USA PATRIOT Act of 2001</b> Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
<b>Article 39</b>	<b>Use of DHS Seal, Logo and Flags</b> Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
<b>Article 40</b>	<b>Whistleblower Protection Act</b> Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 41****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 42****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 43****Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.



<b>Article 44</b>	<p><b>Disposition of Equipment Acquired Under the Federal Award</b></p> <p>For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.</p>
<b>Article 45</b>	<p><b>Prior Approval for Modification of Approved Budget</b></p> <p>Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
<b>Article 46</b>	<p><b>Indirect Cost Rate</b></p> <p>2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>
<b>Article 47</b>	<p><b>Award Performance Goals</b></p> <p>FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.</p>

## Obligating document

<b>1. Agreement No.</b> EMW-2021-FG-05914	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 946000449	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX00671N2022T		
<b>6. Recipient Name and Address</b> VISALIA, CITY OF (INC) 707 W ACEQUIA VISALIA, CA 93291		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Melody Murch		<b>9a. Phone No.</b> 5592805520	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grant Program		<b>10a. Phone No.</b> 1-866-274-0960	
<b>11. Effective Date of This Action</b>  08/12/2022	<b>12. Method of Payment</b>  OTHER - FEMA GO	<b>13. Assistance Arrangement</b>  COST SHARING		<b>14. Performance Period</b> 08/19/2022 to 08/18/2024 <b>Budget Period</b> 08/19/2022 to 08/18/2024		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$59,345.45	\$59,345.45	\$5,934.55
Totals			\$0.00	\$59,345.45	\$59,345.45	\$5,934.55
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b><del>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b> This field is not applicable for digitally signed grant agreements						

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b>	<b>08/12/2022</b>



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0326

**Agenda Date:** 9/19/2022

**Agenda #:** 4.

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### **Agenda Item Wording:**

Authorize the City Manager to execute the Southern California Edison (SCE) Joint Use Agreement (JUA) and adopt Resolution 2022-52 for the Riggan Widening project between Mooney Blvd to Conyer street.

**Deadline for Action:** 9/19/2022 - Timely Execution of the JUA necessary to keep SCE pole relocation efforts on schedule.

**Submitting Department:** Administration - CIP Engineering

### **Contact Name and Phone Number:**

Diego Corvera, Civil Engineer, [Diego.Corvera@visalia.city](mailto:Diego.Corvera@visalia.city), 559-713-4209

Jim Koontz, City Attorney, [jkoontz@prlawcorp.com](mailto:jkoontz@prlawcorp.com), 559-372-2403

Frank Senteno, City Engineer, [Frank.Senteno@visalia.city](mailto:Frank.Senteno@visalia.city), 559-713-4331

Nick Mascia, Assistant City Manager, [Nick.Mascia@visalia.city](mailto:Nick.Mascia@visalia.city), 713-4323

### **Department Recommendation:**

Staff recommends that the City Council authorize the City Manager to execute the SCE Joint Utility Agreement (JUA) and adopt Resolution 2022-52 for the Transmission Pole relocation along Riggan Avenue between Mooney Blvd and Conyer St to accommodate the Riggan Widening Project. The agreement was prepared by Southern California Edison and reviewed by the City Attorney.

### **Background Discussion:**

The Council, at their June 21<sup>st</sup>, 2021 meeting, directed staff to award the design contract to 4Creeks Inc. and accepted and appropriated \$2.4 million from the Federal High Improvement Program (HIP) funds for the construction of the "Riggan Avenue Widening Project" from North Mooney Boulevard to North Conyer Street.

The purpose of the "Riggan Avenue Widening Project" is to complete the roadway per the general plan, provide for multi modal connections and increase vehicle capacity on Riggan Avenue by adding additional east/west lanes to provide for an efficient flow of traffic to support increase in development within the surrounding area. In addition, the City Council identified this segment of Riggan Avenue from Mooney Boulevard to North Conyer Street as a priority transportation corridor as it was part of the "Ring-Road" concept previously identified in various City reports.

The environmental and ROW phases been completed, which were a prerequisite to obligate federal funding for the construction of the project. The City of Visalia has recently accepted the \$2.4 million from HIP funding for the construction of the "Riggan Avenue Widening Project," through a program supplement executed with Caltrans.

### Joint Utility Agreement Summary

Ahead of roadway construction, SCE transmission poles will need to be relocated to their ultimate location. The two transmission poles east of Giddings Street are currently in an existing JUA, refer to the attached "SCE Pole Relocation Map." Prior to these poles getting relocated to their ultimate location, a new JUA is required to re-establish the prior rights. Once this JUA is executed, the original rights of the two poles will be re-established as a Modified Joint Use Agreement now to include a single pole based on the relocation design (see attached relocation map). The timely execution of this JUA is necessary to keep the pole relocation efforts on schedule.

### Project Status

Project is currently at 90% design and in review. Environmental phase and ROW phase have been completed and federal construction funding has been obligated. Utility relocation is anticipated to begin in January or February of 2023 with road construction starting Summer of 2023.

### Other Riggins Avenue Projects Status:

- Riggins Avenue widening Kelsey St to Shirk St
  - o Currently in Design
  - o Construction Summer 2024 (Utility Relocation Spring 2024)
- Riggins Avenue Widening Demaree St to Kayenta St
  - o Design Completed
  - o Construction Fall 2022
- Riggins Avenue Widening Mooney Blvd to Conyer St
  - o Currently in Design
  - o Construction Summer 2023 (Utility Relocation Spring 2023)

Refer to attached Riggins Widening Project exhibit, for project locations.

### Fiscal Impact:

Other than the preparation of documents and minimal project management time, the execution of this SCE JUA has no fiscal impact; however, below is the project budget breakdown.

<b>CIP 0473: Riggins Avenue Widening (Mooney to Conyer)</b>		
<b>Approximate Budget Breakdown</b>		
<b>Project Budget</b>	<b>Amount</b>	<b>Percentage</b>
Measure R Regional Funds (Current Budget)	\$1,300,000.00	21.7%
Traffic Impact Fee (Budgeted for FY 21/22)	\$1,800,000.00	30.0%
Highway Improvement Program (HIP) Funding	\$2,400,000.00	40.0%
Developer Reimbursement (Frontage Improvements):	\$500,000.00	8.3%
<b>Total Estimated Budget</b>	<b>\$6,000,000.00</b>	<b>100%</b>



Project Costs	Amount	Percentage
Project Management	\$100,000.00	1.7%
Design Services	\$175,000.00	2.9%
Utility Relocation	\$300,000.00	5.0%
Roadway Construction	\$5,300,000.00	88.3%
Construction Management	\$200,000.00	3.3%
Soft Cost Contingency	\$100,000.00	1.7%
<b>Total Estimated Project Costs</b>	<b>\$6,175,000.00</b>	<b>100%</b>
<b>Surplus (Deficit)</b>	<b>(\$175,000.00)</b>	

The projected deficit will be resolved at the time of award of the construction contract. There are anticipated savings on utility relocation costs on the Riggins Widening Kelsey to Shirk project which can cover the current budget deficit.

#### **Prior Council Action:**

August 1, 2022

Receive a staff presentation on the proposed local frontage road to be constructed with the Riggins Avenue Project Mooney Blvd to Conyer Street.

June 20, 2022

Adopt resolutions 2022-39 and 2022-40, designating a portion of the City owned property located within 2 parcels of two different subdivisions: Lot "A" of Highland Park Estates subdivision and Lot "A" of Highland Park, Unit No. 2 Subdivision as part of the public City Street System Respectively

May 16, 2022

Adopt resolution 2022-33 authorizing the City Manager to execute Southern California Edison (SCE) Utility Agreement No. FFY22/23 - 0473-04 for the Riggins Widening project between Mooney Blvd to Conyer Street.

April 18, 2022

Adoption Resolution No. 2022-27 certifying Mitigated Negative Declaration No. 2022-16 prepared for California Environmental Quality Act (CEQA) compliance as part of the Highway Improvement Program (HIP) funding for the construction of the "Riggins Avenue Widening Project" from North Mooney Boulevard to North Conyer Street (State Clearing house No. 2022030456) (Resolution No. 2022-16 required).

June 21, 2021

Authorize the City Manager to award a sole source professional design services contract to 4Creeks, Inc., for the design of the "Riggins Avenue Widening Project" from North Mooney Boulevard to North Conyer Street, and appropriation of funds to establish a preliminary project budget.

#### **Other:**

None

**Alternatives:**

None Recommended

**Recommended Motion (and Alternative Motions if expected):**

I move to authorize the City Manager to execute the Southern California Edison (SCE) Joint Use Agreement (JUA) and adopt Resolution No. 2022-52.

**Environmental Assessment Status:**

Adopted Mitigated Negative Declaration No. 2022-16.

**Attachments:**

1. Joint Utility Agreement & Exhibit "A" (plat)
2. Resolution No. 2022-52 SCE Joint Use Agreement
3. SCE Pole Relocation Map
4. Riggin Widening Projects Map

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY- 2<sup>ND</sup> FLOOR  
POMONA, CA 91768  
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

V&LM File No.: JUA204056736  
Service Order No.: 802158922

Serial No. 73220A  
Affects SCE Document No. 119593

#### JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF VISALIA, a municipal corporation of the State of California, hereinafter called "City",

#### W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Grant of Easement recorded June 11, 1948, as Instrument No. 15027, in Volume 1298, Page 533 of Official Records, in the Office of the Tulare County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of RIGGIN AVENUE, in said City of VISALIA, County of TULARE, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "Area in Joint Use Agreement" on said print marked "Exhibit A".

City hereby agrees to pay for the total direct and indirect costs incurred by Company for relocating its facilities from Company's easement and reconstructing the same in the new location, including, but not limited to, the cost of acquiring any easements or rights of way over private

Joint Use Agreement  
Between S. C. E., a corp. and  
City of Visalia  
Serial No.: 73220A  
V&LM File No.: JUA204056736  
Affects SCE. Doc No.: 119593

property. Payment by the City for these facilities located in Company's easement will be made pursuant to the terms contained in the Utility Agreement No. FFY 22/23 – 0473-04, dated July 12<sup>th</sup>, 2022, that was signed between City and Company.

In consideration of the payment to Company of the cost of relocation as aforesaid, and upon acquisition of any and all easements over private property as may be required for the relocation of Company's facilities to the new location, Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location

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in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By: \_\_\_\_\_  
CYNTHIA CALEMMO  
Real Estate & Facilities Advisor  
Land Management Northern Region  
Vegetation & Land Management

CITY OF VISALIA, a municipal corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



Joint Use Agreement  
Between S. C. E., a corp. and  
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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Joint Use Agreement  
Between S. C. E., a corp. and  
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State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_)

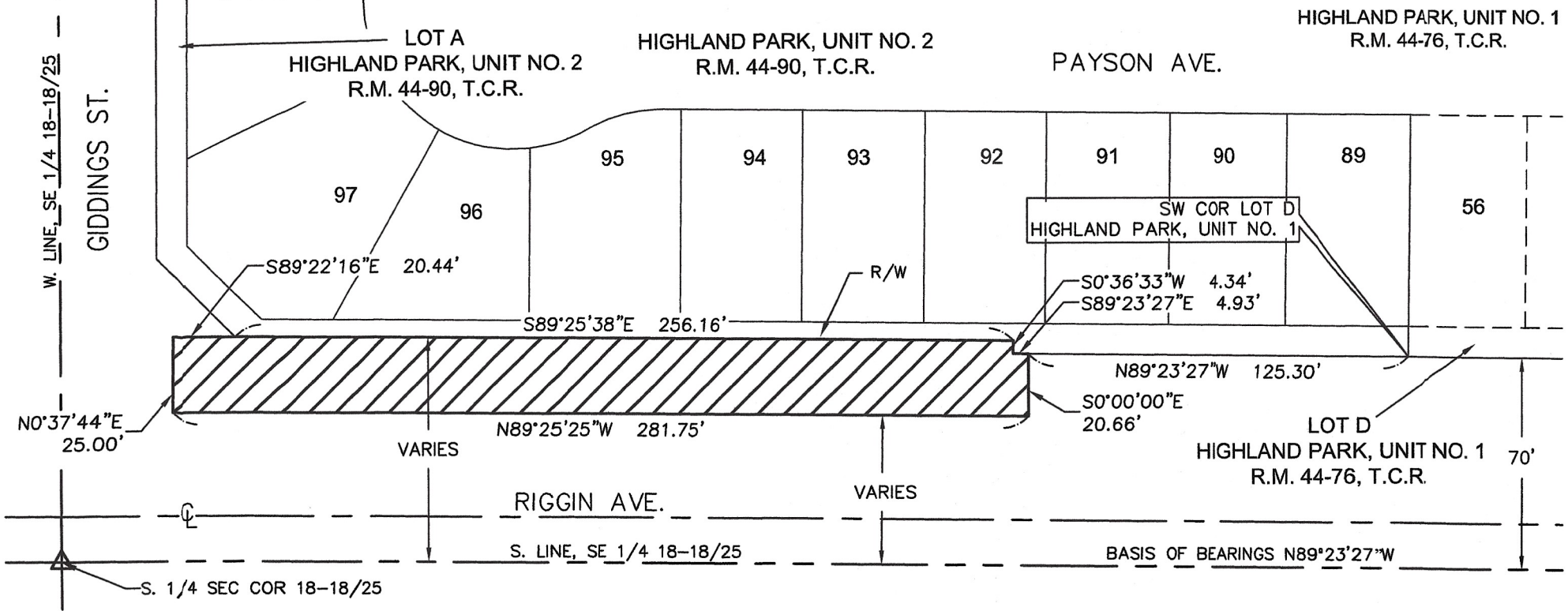
On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

THAT PORTION OF LOT A OF HIGHLAND PARK, UNIT NO. 2, AS RECORDED IN VOLUME 44 OF MAPS, AT PAGE 90, OF TULARE COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

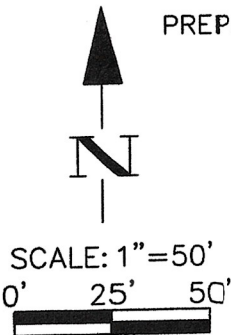


PREPARED UNDER THE SUPERVISION OF:




EXHIBIT "A" (SHEET 1 OF 2)



PROJECT NAME: RECTOR-RIVERWAY 66KV/COMM JOINT USE AGREEMENT					M.S.: 126-065	
W.O. NO.: 802158922		N.O.T. NO.: 204056736		CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYOR: B. BORUM			SCE F.B. REF.: N/A		DATE: 7/18/2022	
DRAWN BY: L. GARZA			MAP REF.: R.M. 44-90			
CHECKED BY: D. CORVERA		TRES: S. FLORES		SERIAL NO.: 73220A	FILE NAME: 0473 COV RW.DWG	



## LEGEND

	INDICATES EASEMENT 7,017 SQUARE FEET OR 0.16 ACRES, MORE OR LESS
	CENTERLINE
APN	ASSESSOR PARCEL NUMBER
AVE.	AVENUE
BK.	BOOK
CONC.	CONCRETE
COR OR COR.	CORNER
CTR.	CENTER
DIV.	DIVISION
DP.	DEEP
E OR E.	EAST
HWY	HIGHWAY
HWYS.	HIGHWAYS
I.P.	IRON PIPE
	MONUMENT FROM RECORD DATA
NO.	NUMBER
PM OR P.M.	PARCEL MAPS
PG	PAGE
R.M.	RECORD MAPS
R/W	RIGHT OF WAY
S OR S.	SOUTH
SE	SOUTHEAST
SEC OR SECT.	SECTION
ST.	STREET
SW	SOUTHWEST
T.C.R.	TULARE COUNTY RECORDS
W.	WEST

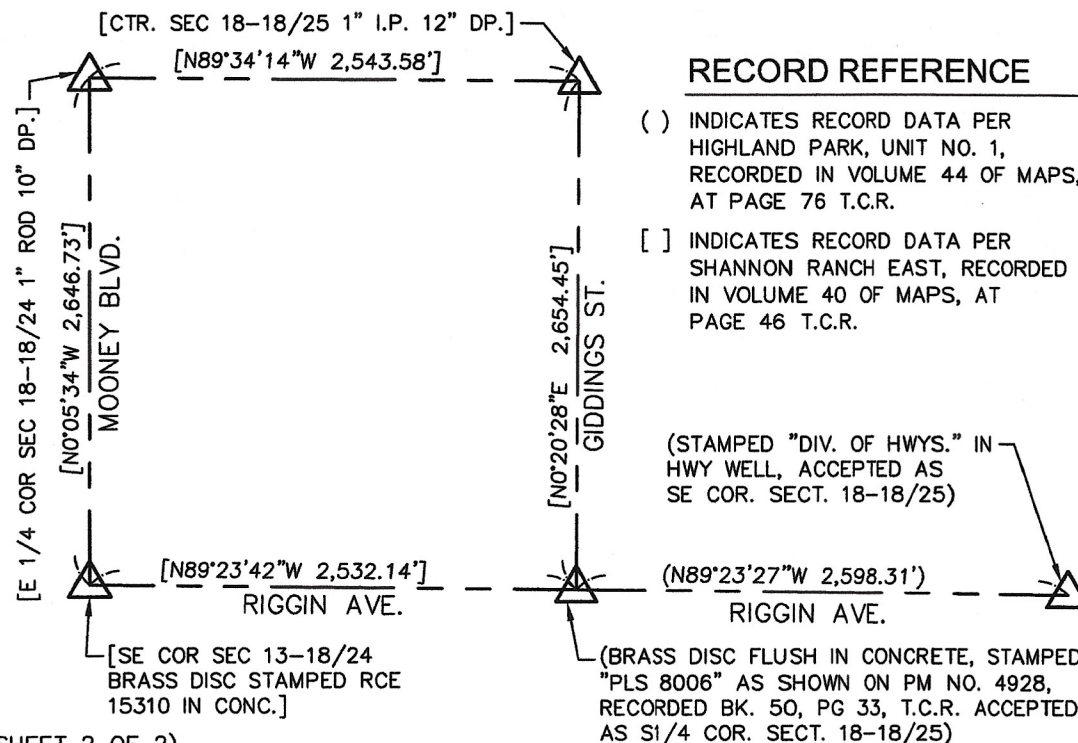
THAT PORTION OF LOT A OF HIGHLAND PARK, UNIT NO. 2, AS RECORDED IN VOLUME 44 OF MAPS, AT PAGE 90, OF TULARE COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

## BASIS OF BEARINGS

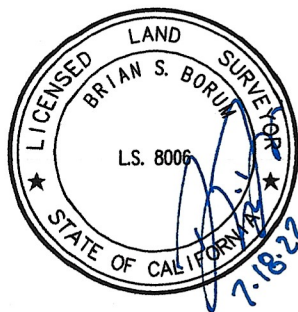
THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN ON THE MAP OF HIGHLAND PARK, UNIT NO. 1, RECORDED IN VOLUME 44 OF MAPS, AT PAGE 76 TULARE COUNTY RECORDS, TAKEN TO BEAR NORTH 89°23'27" WEST.

## RECORD REFERENCE

- ( ) INDICATES RECORD DATA PER  
HIGHLAND PARK, UNIT NO. 1,  
RECORDED IN VOLUME 44 OF MAPS,  
AT PAGE 76 T.C.R.
- [ ] INDICATES RECORD DATA PER  
SHANNON RANCH EAST, RECORDED  
IN VOLUME 40 OF MAPS, AT  
PAGE 46 T.C.R.



PREPARED UNDER THE SUPERVISION OF:



SCALE: 1"=1000'  
0' 500' 1000'

## EXHIBIT "A" (SHEET 2 OF 2)

PROJECT NAME: RECTOR-RIVERWAY 66KV/COMM JOINT USE AGREEMENT				M.S.: 126-065
W.O. NO.: 802158922	N.O.T. NO.: 204056736	CITY: VISALIA	COUNTY: TULARE	STATE: CA
SURVEYOR: B. BORUM		SCE F.B. REF.: N/A	DATE: 7/18/2022	
DRAWN BY: L. GARZA		MAP REF.: R.M. 44-90		
CHECKED BY: D. CORVERA	TRES: S. FLORES	SERIAL NO.: 73220A	FILE NAME: 0473 COV RW.DWG	

**RESOLUTION NO. 2022-52**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF VISALIA AUTHORIZING JOINT UTILITY AGREEMENT WITH  
SOUTHERN CALIFORNIA EDISON**

**WHEREAS**, the City of Visalia is moving forward with a construction project to widen Riggins Avenue between Mooney Boulevard and Conyer Street, this project is referred to as the Riggins Avenue Widening Project; and

**WHEREAS**, there are ten (10) utility poles owned and operated by Southern California Edison in this area that must be relocated in order to complete the Riggins Avenue Widening Project;

**WHEREAS**, property rights for these ten (10) utility poles has been reviewed and eight (8) poles are located in City of Visalia road right of way under an applicable franchise agreement between the City and Southern California Edison with two poles held under property rights owned by Southern California Edison; and

**WHEREAS**, Southern California Edison is responsible for pole relocation costs of the poles located under franchise rights that are being relocated due to the City's street construction project, while the City responsible for the costs of relocating the two poles held under property rights owned by Southern California Edison; and

**WHEREAS**, The City of Visalia has executed a Utility Agreement with Southern California Edison and under the terms of the Utility Agreement the City will agree to be financially liable for two (2) poles of the ten (10) transmission poles that need to be relocated as part of the Riggins Avenue Widening; and

**WHEREAS**, Southern California Edison has requested that the City sign a Joint Utility Agreement (JUA) to reestablish the Southern California Edison liability rights that currently exist on the two (2) Southern California Edison Poles that that are the City's responsible to relocate; and

**WHEREAS**, after the relocation work is complete eight of the ten poles will continue to be located under franchise rights and two of the poles will be located under the executed JUA with Southern California Edison; and

**NOW, THEREFORE, BE IT RESOLVED**, that that the City Council of the City of Visalia:

1. The Visalia City Manager is authorized on behalf of the City of Visalia to sign Joint Utility Agreement No. JUA204056736 with Southern California Edison, (draft attached for reference) with any such additional non-substantive changes as the City Manager deems appropriate.



PRELIMINARY  
Not For Construction

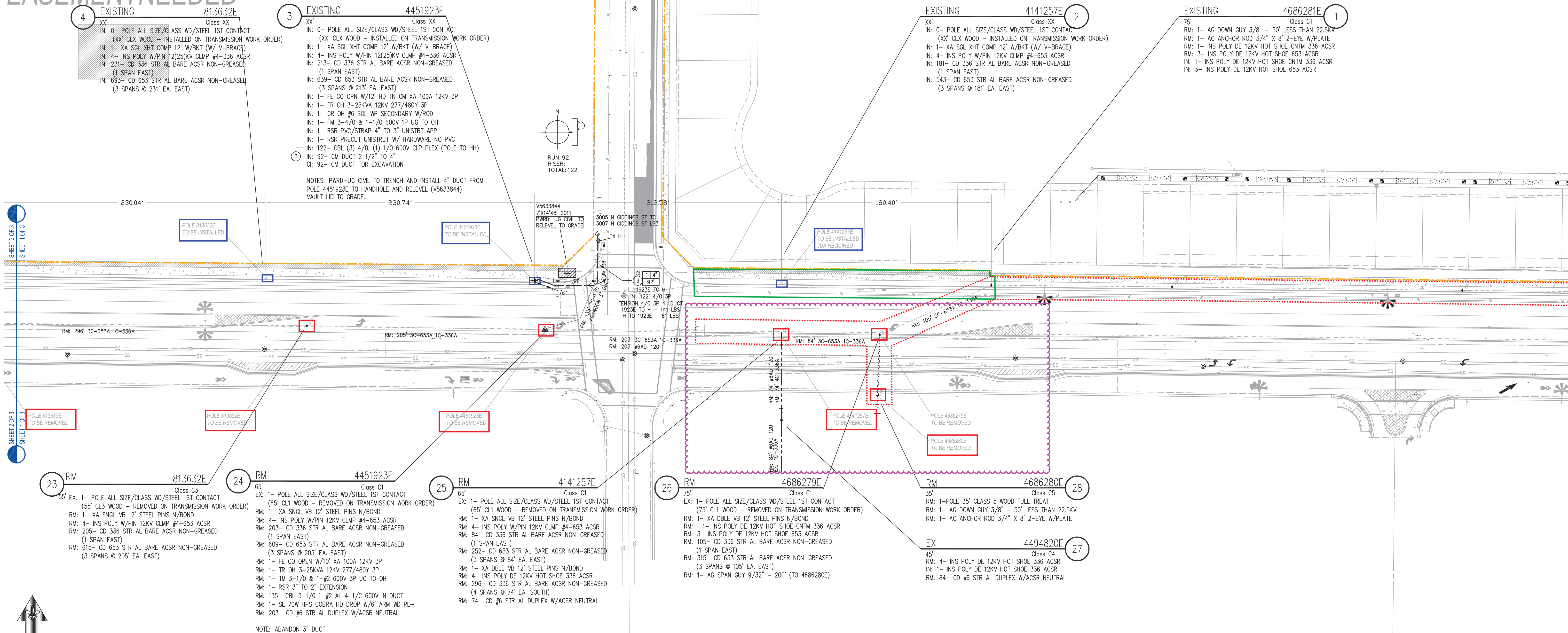
D124: Rev. 12/04/20

### LEGEND

-  Existing Poles to be relocated
-  Existing City ROW
-  New Poles Location
-  Modified Joint Use Agreement Area
-  Existing Joint Use Agreement Area
-  Poles that are City of Visalia Liability and will be relocated in new JUA

Updated 06/20/2022

DENOTES SCE  
EASEMENT NEEDED



SOUTHERN CALIFORNIA  
**EDISON**  
AN INTERNATIONAL COMPANY

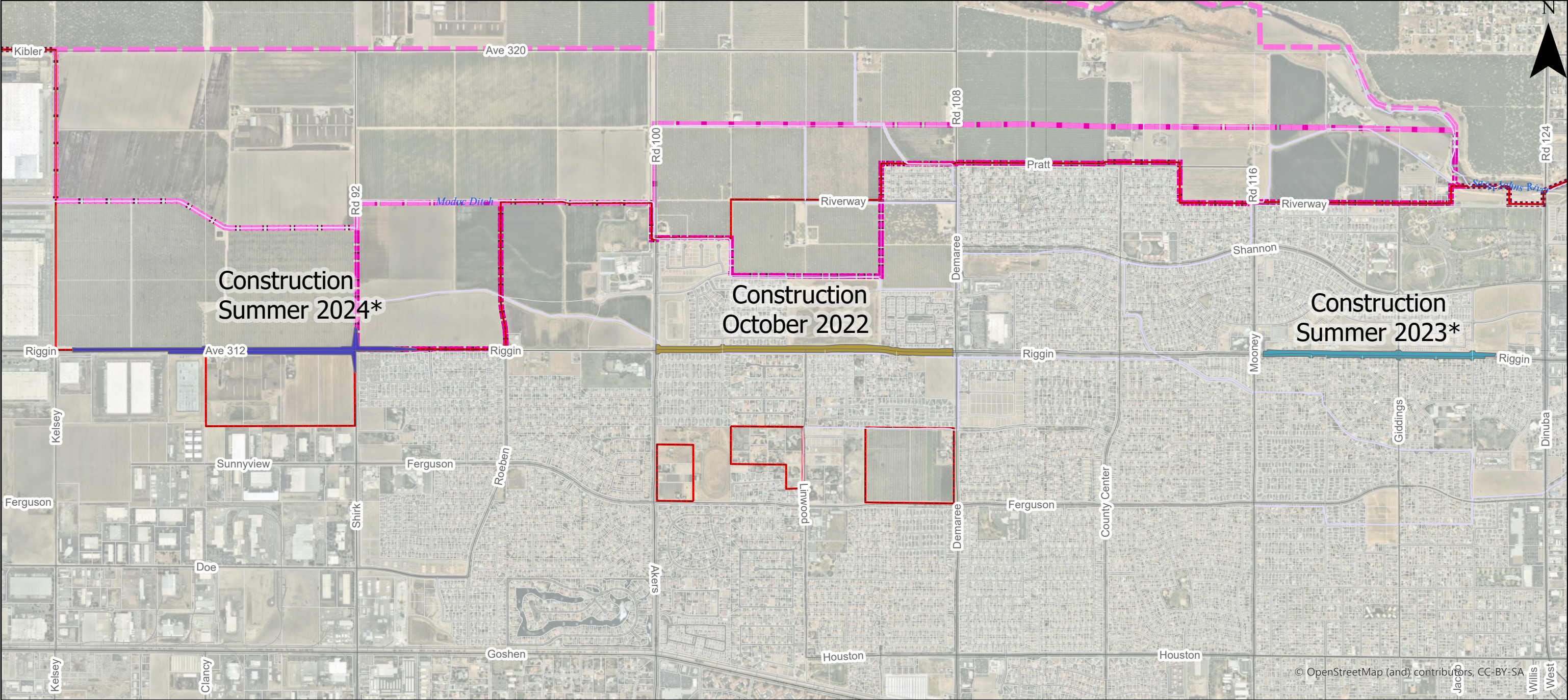
SCALE: 1" = 40'



DISTRICT 51 - TULARE		PROJ. MGR. Daza, Rodney		PLANNER Daza, Rodney		DESIGNER	
SHEET NO. 12		MSR. NO.		PRODUCT-1		ASSOC. DESIGN	
PROJECT NO. 2350163		SERVICE REQUEST 3241465		PRODUCT-2		ASSOC. DESIGN	
CIRCUIT / VOLTAGE MISSISSIPPI 12KV		GPS		PRODUCT-3		ASSOC. DESIGN	
SUB / P / PG. NO. RIVERWAY (C1)		CIRCUIT CODE 12005					
INVENTORY MAP KA-9325-A		J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION) CITY OF VISALIA - RELOCATION RIGIN/MOONEY VISALIA CA 93291 GPS: 36.356615,-119.312978			
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX	SHEET	DESIGN/DWG. NO.
Southern California Edison Company						1	1480356_0.01



# Riggin Widening Projects



## Legend

### Road Class

- Collector
- Local
- Major Arterial
- Minor Arterial
- Other

### Riggin Segment

- CP0397: Akers to Demaree
- CP0398: Kelsey to Shirk
- CP0473: Mooney to Conyer
- Railroad
- Waterways

- City Limits
- Parcels
- Urban Development Boundary Tier 1
- Urban Development Boundary Tier 2
- Urban Growth Boundary Tier 3

\*Pending SCE Relocation





# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0258

**Agenda Date:** 9/19/2022

**Agenda #:** 5.

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**Agenda Item Wording:**

First reading of Ordinance No. 2022-13 authorizing the sale of APN 094-095-001 (410 E. Race and 606 N. Bridge) to the Creative Center and Visalia Players at a selling price of \$1,400,000, to include a forgivable loan in the amount of \$1,222,000.

**Deadline for Action:** 9/19/2022

**Submitting Department:** Community Development

**Contact Name and Phone Number:** Devon Jones, 4190

**Department Recommendation:**

Conduct first reading of Ordinance No. 2022-13 authorizing the sale of APN 094-095-001 (410 E. Race and 606 N. Bridge) to the Creative Center and Visalia Players at a selling price of \$1,400,000.

**Background Discussion:**

Staff is recommending the City Council consider this unique sale given the past improvements that have been completed on the property for several decades by both existing tenants, the Creative Center and the Visalia Players, which they paid for primarily on their own through donations and sweat equity. Given the requirement that any City owned property must now comply with prevailing wage requirements increases the cost to the organizations for making improvements and repairs, requires, by law, a purchasing process that can be complex for such organizations, and limits the in-kind and volunteer work that goes into the property. Therefore, occupying these buildings while City-owned has become detrimental to these organizations that often rely on donations and volunteer labor. Through their work, significant value has been added to the property that was almost entirely been generated by these organizations. These organizations have also proven themselves to be financially viable through the years. Therefore, staff is recommending this sale and the authorization of a forgivable loan to supplement the \$178,000 cash purchase price.

Per the City Charter, the Visalia City Council must adopt an ordinance authorizing sale of the property at APN 094-095-001 to the Creative Center and Visalia Players at a sales price of \$1,400,000, which is the current fair market value according to the attached appraisal summary. The transaction will include a \$178,000 cash sales price and a forgivable loan (promissory note) of \$1,222,000 for the remainder of the appraised value sales price. This cash amount is the approximate amount of Community Development Block Grant (CDBG) funding that was used in the past on this property. Because CDBG funds need to be recouped if the property is sold and refunded to the U.S. Department of Housing and Urban Development (HUD), this amount needs to be paid by these organizations. The Creative Center will be paying \$133,500, or 75% of the cost and the Visalia Players will be paying \$44,500, or 25% of the purchase price. These shares align with rough percentages of the property each entity will acquire. There will be no change of use or planned

change of use at the site, including the beneficiaries of such use.

The City Manager will execute a purchase and sale agreement with both the Creative Center and Visalia Players and escrow will be opened. The lot split needed for the entities will be conducted through an engineer's description in the escrow process. The current drafts of the legal descriptions and plat maps are attached to the purchase and sale agreement. Again, per City Charter, the Visalia City Council must adopt an ordinance authorizing sale of this property to complete the transaction.

**Fiscal Impact:**

\$178,000 must be paid back to HUD as that was the amount of CDBG funds used on the property originally.

**Prior Council Action:** 5.2.22 - confirmation of terms of sale, 8.2.21 - authorized staff to enter negotiations with Creative Center and Visalia Players for sale of property following completed surplus land process.

**Other:** N/A

**Alternatives:** Per Council direction

**Recommended Motion (and Alternative Motions if expected):**

I move to conduct the first reading of Ordinance No. 2022-13 authorizing the sale of APN 094-095-001 to the Creative Center and Visalia Players at a sales price of \$1,400,000, to include a forgivable loan in the amount of \$1,222,000.

**Environmental Assessment Status:** N/A

**CEQA Review:** N/A

**Attachments:** Ordinance No. 2022-13, purchase and sale agreement, Exhibit B-Parcel one plat, Exhibit D-Parcel two plat

**ORDINANCE NO. 2022-13**

**AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF VISALIA AUTHORIZING THE SALE OF  
APPROXIMATELY 3.0 ACRE OF PROPERTY**

**WHEREAS**, the City of Visalia owns property located between Santa Fe, Race, Bridge and Grove Streets, with Assessor's Parcel Number 094-095-001 (the "Property"), and,

**WHEREAS**, this parcel was acquired by the City of Visalia in 1973, and,

**WHEREAS**, the City has determined that the Property is surplus to the City's needs and that it should be sold, and,

**WHEREAS**, the City conducted a surplus land sale process in 2021 as required by State of California Government Code section 54222, and,

**WHEREAS**, the current tenants of the Property, the Creative Center, and Visalia Players (the "Purchasers"), provided a response to that surplus land sale process that was accepted by City Council in 2021, and,

**WHEREAS**, Purchase and Sale Agreement has been prepared describing the terms and conditions of the sale that are consistent with the proposal provided by the Purchasers and accepted by the City Council (the Purchase and Sale Agreement is attached hereto as Exhibit 1), and,

**WHEREAS**, the City of Visalia as Seller, acting through the Visalia City Council, must adopt an ordinance authorizing sale of said property, and,

**WHEREAS**, the subject real property is shown on the attached Exhibits B and D.

**Be it ordained by the Council of the City of Visalia,**

Section 1. The City Manager of the City of Visalia be, and is hereby authorized to sell on behalf of the City of Visalia the Property to The Creative Center and Visalia Players, according to the terms of the Purchase and Sale Agreement, as amended.

Section 2. This ordinance shall go into effect thirty (30) days after its passage.



September 2, 2022

Devon Jones, Economic Development Manager  
City of Visalia  
220 North Santa Fe Street  
Visalia, California 93292

RE: *Appraisal of Ice House Theater and Creative Center property in Visalia, California. Our file no. 22-073.*

Dear Mr. Jones:

In accordance with your request, we are pleased to transmit the attached appraisal report. We have personally inspected and appraised the community arts property located at 410-420 East Race Avenue and 606-618 North Bridge Street, in Visalia, California. The 3.03-acre site is improved with an historic ice plant and plating works facility that is owned by the City of Visalia. Since the 1970s, the City has leased a portion of the property to Visalia Players, who has repurposed one of the buildings into the Ice House Theater as a performing arts venue. The balance of the property, consisting of six buildings, is leased to The Creative Center, who operates an arts-focused program for developmentally-disabled adults. Both tenants are non-profit organizations and the rental rates are set at below-market levels.

The City of Visalia is now considering a possible sale of the property to the two tenants and an appraisal of the real estate is needed to assist in these negotiations. The client for this assignment is considered to be the City of Visalia and they have ordered the attached appraisal.

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the subject property as of August 30, 2022. The specific definitions of these terms are contained within the attached appraisal report. The property has been appraised based on the hypothetical condition that the leases do not encumber the property and burden it with third-party tenants who pay a below-market rental income stream.

After considering all of the available facts and pertinent information regarding the subject property, and based upon the analyses and conclusions contained within the attached appraisal report, it is our opinion that the current market value of the fee simple interest in the subject property as of August 30, 2022 is:

**ONE MILLION FOUR HUNDRED THOUSAND DOLLARS**  
**\$1,400,000**

This market value conclusion represents the most probable price for the specified interest in the subject property. It is assumed that the property has received adequate, sufficient, and reasonable exposure to the market prior to the effective date of value for this appraisal, and the value corresponds to an estimated exposure time of approximately six to twelve months.



Any reader of the attached report is cautioned to understand the limited purpose for which it has been prepared. Reliance upon the information, data, or conclusions indicated within the report by anyone other than the client, or for any reason other than the stated intended use, is inappropriate and could be misunderstood. This letter is intended only to transmit the attached appraisal report and should not be considered the report itself.

Thank you for this appraisal assignment. If you have any questions regarding it, please feel free to contact us.

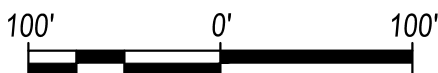
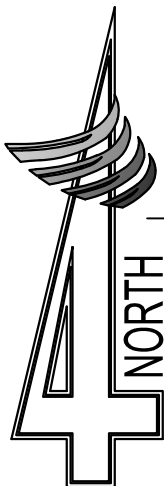
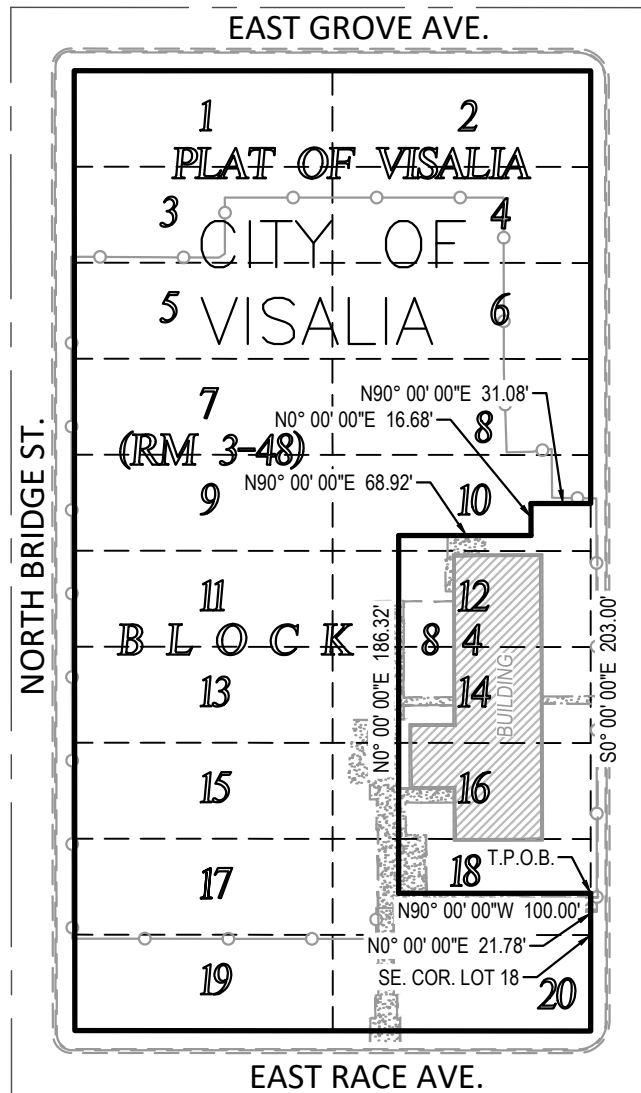
Sincerely,



Renee E. Hendrick, MAI, R/W-AC, ARA  
CA #AG040264 (expires 5/11/2024)



Keith J. Hopper, MAI, R/W-AC, AI-GRS  
CA #AG002559 (expires 10/4/2024)



**EXHIBIT B**  
**PARCEL ONE**  
**VISALIA, CA**

ICE HOUSE

ICE HOUSE

8/10/22

1"= 100'



324 S. Santa Fe St., Ste. A  
Visalia, CA 93292  
(559) 802-3052  
www.4-creeks.com

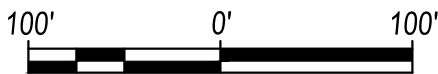
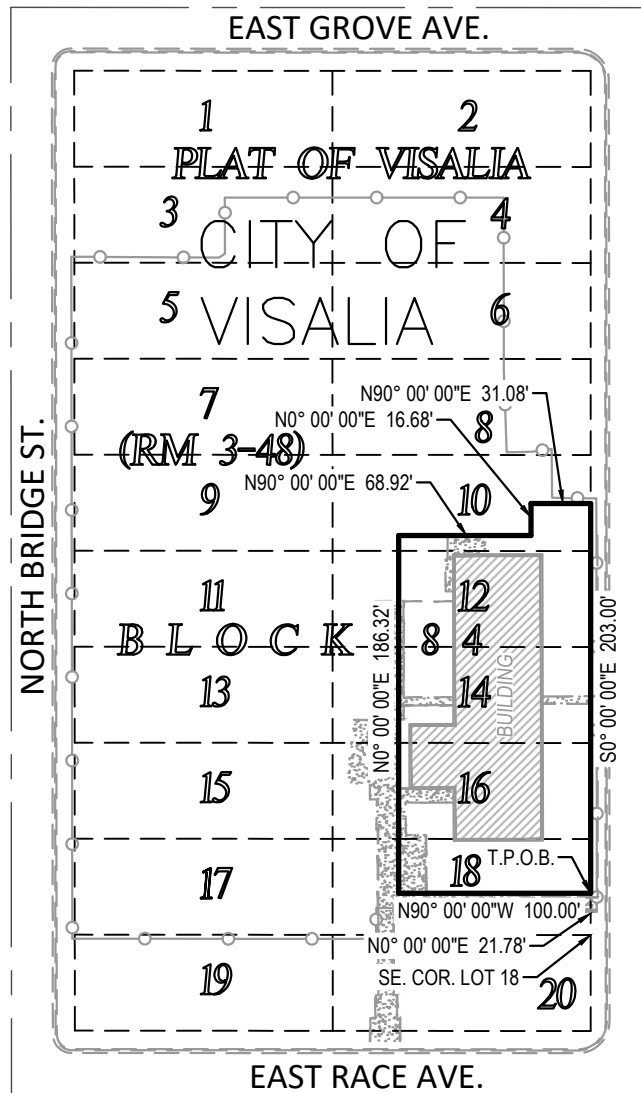


EXHIBIT D  
PARCEL TWO  
VISALIA, CA



324 S. Santa Fe St., Ste. A  
Visalia, CA 93292  
(559) 802-3052  
www.4-creeks.com

ICE HOUSE  
ICE HOUSE  
8/10/22  
1"= 100'

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and effective \_\_\_\_\_, 2022 (the "Effective Date"), by and between the CITY OF VISALIA, a municipal corporation and charter law city organized and existing pursuant to its Charter and the laws of the State of California (hereinafter the "CITY" or "SELLER") and THE CREATIVE CENTER, a California Non-Profit Public Benefit Corporation duly organized under the laws of the State of California ("BUYER 1") and VISALIA PLAYERS, a California Non-Profit Corporation ("BUYER 2"). BUYER 1 AND BUYER 2 may be collectively referred to herein as "BUYERS", and CITY and BUYERS may be collectively referred to herein as the "Parties."

### RECITALS

This Agreement is made with reference to the following facts, understandings, and intentions of the Parties:

**WHEREAS**, CITY owns all of the legal and beneficial interests in the real property and existing buildings and structures located at 410-420 East Race Avenue and 606-618 North Bridge Street, City of Visalia, California, consisting of a single parcel with improvements, more specifically described as follows:

Lots 1 through 20 of Block 84 of Aughinbaugh's Addition to the City of Visalia, in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded in Book 3, Page 48 of Maps, in the Office of the County Recorder of said County.

(hereinafter the "Property"); and

**WHEREAS**, CITY has determined that it is no longer in the best interests of CITY to maintain ownership of the Property but instead to sell the Property; and

**WHEREAS**, CITY provided notice of availability of Surplus Land pursuant to state; and

**WHEREAS**, BUYERS responded to such notice and submitted a joint proposal that City determined was acceptable; and

**WHEREAS**, BUYER 1 and BUYER 2 have agreed amongst themselves which portion of the Property each respective BUYER intends to obtain through this transaction, as well as the respective responsibilities for payment of the Purchase Price as defined herein below; and

**WHEREAS**, CITY and BUYERS, by this Agreement wish to state the terms and conditions for the purchase and sale of the Property, and the respective rights and responsibilities of the Parties.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the above-referenced facts, the mutual covenants of the Parties contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale of Subject Property. For the consideration enumerated in Section 2

below, CITY agrees to sell, and BUYERS agree to buy, the Property as defined above. The sale and purchase of the Property shall be consummated by means of Escrow (the "Escrow") as provided in this Agreement. This agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder.

A. Division of Property Amongst BUYERS. The Parties agree that the Property shall be transferred to BUYERS in two separate parcels as follows: Parcel One, as described in Exhibit A and B, shall be transferred to BUYER 1; and Parcel Two, as described in Exhibit C and D, shall be transferred to BUYER 2.

B. Transfer of Property. The division and transfer of Parcel One and Parcel Two as described herein shall be accomplished by engineer's description through recording of grant deeds from the SELLER, and shall not require compliance with the California Subdivision Map Act.

2. Amount and Terms of Payment.

A. Purchase Price. BUYERS shall pay \$1,400,000 (One Million, Four Hundred Thousand Dollars) for the Property, (the "Purchase Price"). The Purchase Price shall be paid as provided in Paragraph 2.C. below at the close of escrow ("Closing") which shall occur when all the conditions and requirements for Closing stated in this Agreement have been met.

B. Deposit. Upon execution of this Agreement, BUYER 1 shall deliver the sum of Seven Thousand Five Hundred Dollars (\$7,500) and BUYER 2 shall deliver the sum of Two Thousand Five Hundred Dollars (\$2,500) to Escrow as a deposit (the "Deposit"). The Deposit shall apply toward the Purchase Price, but shall be forfeited by the Buyer if Buyer fails to close escrow for any reason other than default by Seller.

C. Payment of Purchase Price. The BUYERS shall be responsible for payment of the Purchase Price as follows:

i. BUYER 1 shall deposit the sum of One Hundred Thirty-Three Thousand Five Hundred Dollars (\$133,500) in cash or cash equivalent, less the amount of BUYER 1's deposit, with Escrow Holder and shall execute and deliver to Escrow Holder a promissory note, secured by a first trust deed, on the terms and in the form described in section 2.D. hereinbelow in the amount of Nine Hundred Sixteen Thousand Five Hundred Dollars (\$916,500).

i. BUYER 2 shall deposit the sum of Forty-Four Thousand Five Hundred Dollars (\$44,500) in cash or cash equivalent, less the amount of BUYER 1's deposit, with Escrow Holder and shall execute and deliver to Escrow Holder a promissory note, secured by a first trust deed, on the terms and in the form described in section 2.D. hereinbelow in the amount of Three Hundred and Five Thousand Five Hundred Dollars (\$305,500).

D. Terms and Form of BUYERS' Promissory Notes. The promissory notes, in the amounts described in Paragraph 2.C. above, shall be in a form to be determined by the Parties and shall be on the following terms: The principal balance shall not be subject to interest payment, principal shall be due and payable one year from the date of the note, which shall be established as the Close of Escrow unless forgiven prior to such date; and the promisors may request within 30 days of the Close of Escrow that the full principal balance be forgiven by the Seller. Seller has previously determined that, in consideration for the value of the improvements made by BUYERS during the ownership of the Property by Seller, and in the consideration of the established charitable nature of both BUYERS, the public interest is served by a donation of the value of the promissory notes to the respective BUYERS.



3. Conditions to Closing. Each of the following conditions must be met or waived before the Parties are obligated to Close Escrow. The Parties agree that if each of the conditions stated in this Paragraph 3 are not met or waived prior to December 1, 2022, either party may terminate this Agreement. The City Manager shall have the authority to extend this deadline for up to 60 days if both parties determine this to be warranted. In the case of nonsatisfaction of paragraph A. below, SELLER shall refund the Deposit. Unless otherwise stated, both Parties must consent to a waiver of any condition of Closing.
- A. SELLER, acting through the Visalia City Council, shall have adopted an ordinance authorizing sale of the Property. SELLER shall determine when to take action to satisfy this condition.
- B. BUYERS shall execute and deliver to Escrow Holder for recording concurrently with the close of escrow a reciprocal access agreement as amongst the BUYERS in the form as described in Exhibit E.
4. Defaults and Remedies: Except as otherwise provided in this Agreement, if either party defaults in its obligations under this Agreement, the defaulting party shall immediately commence and diligently proceed to cure the default within forty-five (45) calendar days after written notice of default from the other party or, if reasonable, such longer time as is reasonably necessary to remedy such a default if such default cannot be cured within forty-five (45) calendar days for reasons beyond the control of the defaulting party. If the defaulting party does not promptly begin and diligently cure the default within a reasonable time, the other party may institute proceedings to cure the default, including without limitation, proceedings to compel specific performance by the defaulting party. Subject to any extension of time permitted by this Agreement, a failure or delay by a party to perform any term or provision of this Agreement constitutes a default.
5. Grant Deed. At the Closing Date, if all conditions contained herein have been met, which include but are not limited to the requirement that the Visalia City Council pass an ordinance authorizing the sale of the Property, then CITY will deliver to each BUYER 1 and BUYER 2 an individual Grant Deed conveying all of CITY's right, title and interest in and to the Property to BUYERS according to the division of property determined pursuant to Paragraph 3.A.
6. Title.
- A. Vesting. Title shall vest in BUYER upon the close of the Escrow subject to the covenants and conditions described in this Agreement.
- B. SELLER has ordered from Title Company a preliminary title report pertaining to the Real Property (the "PTR"), together with copies of all documents relating to the title exceptions referred to in such PTR (the "Underlying Documents"). SELLER will provide the PTR within five (5) days of opening of Escrow. Within sixty (60) calendar days of the later of (i) the exercise of the Options or (ii) the receipt of the PTR and all Underlying Documents, BUYER shall notify SELLER in writing of any title exceptions identified in the PTR, which BUYER reasonably disapproves. Any exception not disapproved in writing within said sixty (60) calendar day period shall be deemed approved by BUYER, and shall constitute a "Permitted Exception" hereunder. BUYER and SELLER agree that (i) all non-delinquent property taxes and assessments, and (ii) all matters created by or on behalf of BUYER, including, without

limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by BUYER, shall constitute "Permitted Exceptions". Within ten (10) days after receipt of BUYER's notice of disapproval of title exceptions, SELLER shall notify buyer in writing of any such disapproved title exceptions which SELLER is unable or unwilling to cause to be removed or insured against prior to or at Closing and, with respect to such exceptions, BUYER then shall elect, by giving written notice to SELLER within five (5) days thereafter, 1) to terminate this Agreement, or 2) to waive its disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. BUYER's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event BUYER elects to terminate this Agreement in accordance with this Section, (i) all documents or funds in escrow shall be returned to the party depositing the same, and (ii) this Agreement and all rights and obligations of the parties hereunder shall terminate; except that, BUYER and SELLER each shall be responsible for one-half of any title or escrow cancellation fees and BUYER's indemnification obligations contained in this Agreement shall survive such termination.

C. Title Insurance. CITY shall cause to be delivered to BUYER at the Closing written assurances from Title Company that it is prepared to issue to BUYER a CLTA owner's policy of title insurance in the amount of the Purchase Price, insuring BUYER as fee owner of the Property, subject only to Title Company's standard printed exclusions and exceptions and the Permitted Exceptions (the "Title Policy"). BUYER may at its sole cost and expense arrange with Title Company to have the Title Policy issued (i) as an ALTA Form B policy in place of a CLTA Policy, and (ii) with such endorsements as CITY may desire; provided that neither of these arrangements shall constitute a condition to, or impede or delay, the Closing. This cost to BUYER of the ALTA policy shall be the additional expense generated by the difference between the CLTA and ALTA policies.

## 7. Condition of Property.

A. As-Is. BUYERS each acknowledge and agree that the Property shall be conveyed to BUYERS "as-is", in its current physical condition, with no warranties, express or implied, except as stated in this Agreement, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any hazardous materials thereon or therein, and any other matters affecting the Property. From and after the close of the Escrow, BUYER hereby waives, releases, remises, acquits and forever discharges CITY, its officers, employees, and agents of and from any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney fees and expenses of whatever kind and nature, in law or in equity, known or unknown, which BUYER ever had, now has, hereafter can, shall or may have or acquire or possess or arising out of or in any way connected with directly or indirectly out of, or in any way connected with, based upon, arising out of the condition, status, quality, nature, contamination or environmental state of the Property as of the Close of Escrow. This release includes claims against CITY arising under The Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), and Resource Conservation and Recovery Act ("RCRA"), and companion state laws, and state and federal common law, but is not intended to diminish, extinguish or interfere with claims against third parties who may be deemed Responsible or Liable parties under same. It is the intention of this Agreement that except as otherwise expressly set forth herein, any and all responsibilities and obligations of CITY to BUYER, and any and all rights or claims of BUYER, its successors and assigns and affiliated entities, as against CITY arising by virtue of the physical or environmental condition of the Property are by this release provision declared null and void and of no present or future effect as to such parties; provided, that notwithstanding any

other provision of this Section, nothing contained in this Section shall be deemed to create an obligation on the part of BUYER to indemnify, defend or hold harmless CITY or its directors, officers, shareholders, employees, or agents, or their respective heirs, successors, personal representatives and assigns, from or against any suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney fees or expenses of whatever kind and nature, in law or in equity, brought or asserted by any third party against BUYER. With respect to the matters released by BUYER pursuant to this Section, BUYER agrees to waive the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.”

\_\_\_\_\_  
(CITY’S Initials)

\_\_\_\_\_  
(BUYER 1’s Initials)

\_\_\_\_\_  
(BUYER 2’s Initials)

B. Environmental Disclosures. In fulfillment of the purposes of California Health and Safety Code section 25359.7(a), CITY represents and warrants that it has no knowledge and no reasonable cause to believe that any release of hazardous substances, as defined by California Health and Safety Code section 25316, has come to be located on or beneath the Property except as disclosed to BUYERS.

C. Due Diligence Inspections; Permit and Entitlement Applications.

(1) From the Effective Date until the close of the Escrow, BUYER, and its designated agents, subject to applicable lease agreement rules with the current tenant regarding access by landlord, shall have the right to enter the Property at all reasonable times for purposes of conducting inspections, environmental audits or surveys, studies and tests of the Property and investigations to determine the suitability of the Property for Buyer’s use. BUYER shall have the right to take samples of the Property so long as such samples do not damage the Property. In the event that BUYER’s inspection and testing of the Property discloses at any time prior to the Closing that the Property, or any portion thereof, is contaminated by or there has been any discharge or release of Hazardous Materials (as defined in Cal. Health & Safety Code § 25117), which contamination CITY is unwilling or unable to fully remediate to BUYER’s satisfaction, BUYER shall have the right until the close of the Escrow to elect to terminate this Agreement. In no event shall CITY be obligated to undertake any remediation. If during the Due Diligence Period Buyer determines in Buyer’s sole and absolute discretion that the Property is not suitable for Buyer’s intended uses, Buyer may terminate this Agreement and the Deposit will be returned to Buyer.

(2) BUYER hereby indemnifies and holds CITY and the Property harmless from and against any and all loss, costs, damage, expense, claim or liability including personal injury, loss of life and/or property damage that results from the acts or omissions of BUYER or its agents in performing or preparing for any inspection and/or testing activity on or about the Property. BUYER shall promptly pay all costs, fees and expense incurred as a result of or associated with such inspection work done or caused to be done by it on the Property as permitted by this Section. BUYER shall keep the Property free from any and all mechanics or similar liens or charges resulting from such inspection work.

(3) SELLER shall solely be responsible for obtaining any and all state, federal and local permits or development entitlements SELLER determines are necessary for its intended use of the Property. SELLER hereby authorizes BUYER to apply for and obtain such permits and entitlements during the pendency of Escrow

8. Escrow.

A. Establishment of Escrow. Following exercise of the Option, the Parties agree to open an escrow at Chicago Title Company, 1 ("Escrow Holder"). This Agreement shall constitute the instructions for the Escrow upon acceptance by the Escrow Holder. A duplicate original of this Agreement shall be deposited with the Escrow Holder.

B. Deposits into Escrow.

- 1) A duplicate original of this Agreement.
- 2) CITY shall deposit an executed and acknowledged original Grant Deed, although such execution is conditioned upon passage of the ordinance authorizing sale.
- 3) BUYERs shall deposit the remainder of the Purchase Price, net the amount of the Deposit paid to and held by SELLER, prior to the close of the Escrow.
- 4) BUYER and CITY shall deposit all escrow fees and costs as required herein.
- 5) The Parties shall deposit such other documents and instruments as may be reasonably necessary to allow the closing of the Escrow in accord with this Agreement.

C. Costs and Expenses. Sale closing costs shall be borne by the Parties as follows:

- 1) Title policy premium shall be paid by SELLER, except as stated above in Section 7(C) in the event of termination.
- 2) All sales taxes associated with the sale of the Property, documentary transfer taxes, ad valorem taxes, if any, costs of preparing and recording the Grant Deed, shall be paid by BUYER.
- 3) All other Escrow fees shall be split 50/50 between BUYER and SELLER. Costs of any required development approvals are separate from the costs and expenses of sale closing costs described in this paragraph and shall be the sole responsibility of BUYER.

D. Closing/Closing Date. Escrow for conveyance of the Property shall close within five business days after the Parties have delivered to Escrow notice that conditions of Paragraph 4 of this Agreement have been met.

E. Procedure for Closing: Escrow Holder shall close the Escrow by doing the following:

- 1) Obtain from the Parties a confirmation that the Conditions to Closing identified in Paragraph 4 have been met.

- 2) Pay from funds deposited by CITY and BUYER all charges for title insurance, escrow, and closing costs.
- 3) Pay to CITY funds deposited by BUYER for acquisition of the Property by the BUYER.
- 4) Prorate real and personal property tax and any other income or expense of the Property subject to being prorated as of the close of Escrow and pay same with funds deposited by CITY therefore.
- 5) Record Grant Deed in the Official Records of Tulare County and return the recorded Grant Deed to BUYER with a conformed copy to CITY, and file BUYER's preliminary change of ownership report with the Tulare County Assessor.

F. Indemnification of Escrow Holder. Escrow Holder shall be indemnified and held harmless by CITY and BUYER against any and all costs, damages, attorney's fees, expenses and liabilities which it incurs or sustains in connection with the escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.

9. Covenants, Warranties and Representations of CITY. CITY has the authority to enter this Agreement, sell the Property, and to otherwise perform as set forth herein, subject to the requirement that the Visalia City Council pass an ordinance authorizing the sale of the Property. CITY is the sole owner of the Property and otherwise has the unrestricted right and power to sell it to BUYER under the terms of this Agreement and as limited by the existing building lease, as stated in this Agreement.

10. Covenants, Warranties and Representations by BUYER. BUYER warrants that it has the authority to enter this Agreement, purchase the Property, pay the Purchase Price, and otherwise perform as set forth herein.

11. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of CITY and BUYER contained in this Agreement, as of the date hereof and as of the close of the Escrow, shall constitute a condition precedent to the obligations of CITY and BUYER respectively, hereunder. All representations, warranties and covenants set forth herein shall survive the close of the Escrow, and CITY and BUYER each agree to indemnify, defend and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of or inaccuracy in the respective representations, warranties and covenants of CITY and BUYER set forth in this Agreement; provided, that the representations and warranties of CITY and BUYER shall survive only until the fifth anniversary of the close of the Escrow.

12. Conditions Precedent to BUYER's Obligations to Perform. BUYER's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

A. CITY shall have timely performed each of the acts to be performed by it hereunder.

B. Each of the CITY's representations and warranties set forth herein shall be true at the close of the Escrow as if affirmatively made at that time.

13. Conditions Precedent to CITY's Obligations to Perform. CITY's obligation to perform as



set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

A. BUYER shall have timely performed each of the acts to be performed by it hereunder.

B. Each of the BUYER's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

14. Defaults and Remedies: Except as otherwise provided in this Agreement, if either party defaults in its obligations, the defaulting party shall immediately commence and diligently proceed to cure the default within forty-five (45) calendar days after written notice of default from the other party or, if reasonable, such longer time as is reasonably necessary to remedy such a default if such default cannot be cured within forty-five (45) calendar days for reasons beyond the control of the defaulting party. If the defaulting party does not promptly begin and diligently cure the default within a reasonable time, the other party may institute proceedings to cure the default, including without limitation, proceedings to compel specific performance by the defaulting party. Subject to any extension of time permitted by this Agreement, a failure or delay by a party to perform any term or provision of this Agreement constitutes a default.

15. Miscellaneous Provisions:

A. Entire Agreement: This Agreement and those additional documents required to implement the conditions that are set forth in Section 3, collectively constitute the entire agreement between the CITY and BUYER as to its subject matter and no prior oral or written understanding shall be of any force or effect. This Agreement may not be modified without the written consent of both parties.

B. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the heading.

C. No Third Party Beneficiaries Intended: The Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

D. No Partnership or Joint Venture: This Agreement shall not be construed or deemed to create a relationship of partnership or joint venture between the CITY and BUYER or among the Project participants.

E. Exhibits and Recitals: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

F. Conflict with Laws or Regulations/Severability: This Agreement is subject to all applicable laws and regulations. If any provision(s) is found by any court or other legal authority, or is agreed by the Parties, to conflict with any code or regulation governing its subject, the conflicting provision(s) shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, then the Agreement may be terminated at the option of the effected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

G. Further Assurances: The Parties agree to perform all further acts, and to

execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.

H. Authority: The execution and delivery of this Agreement by BUYER and CITY has been duly authorized and approved by all necessary council and board action, and the consummation of the transaction contemplated hereby has been duly authorized and approved by all requisite action, and no other authorizations or approvals are necessary to enable the Parties to enter into or fully comply with the terms of this Agreement.

I. Binding on Successors: The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the respective Parties hereto. As stated above in Section 15, CITY's prior written approval is required prior to a transfer or assignment of this Agreement by BUYERS until the terms of this Agreement are met.

J. Notices: All notices under this Agreement shall be effective upon personal delivery to CITY or BUYER, as the case may be, or, three (3) business days after deposit in the United States mail, registered or certified, postage fully prepaid and addressed to the respective parties as follows:

To CITY: City Manager  
CITY OF VISALIA  
220 North Santa Fe Street  
Visalia, CA 93292

To BUYER 1: Carol Cairns  
President  
THE CREATIVE CENTER  
606 N. Bridge St  
Visalia, CA 93292

To BUYER 2: Jen Masters, President  
VISALIA PLAYERS  
P.O. Box 1362  
Visalia, CA 93279

or such other address as the Parties may from time to time designate in writing. As a matter of convenience, however, communication between CITY and BUYERS shall, to the extent feasible, be conducted orally by telephone or in person, with such communications to be confirmed and made effective in writing as set forth above provided no such oral notice or communication shall be effective unless so confirmed in writing.

K. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

L. Choice of Laws/Venue. This Agreement shall be governed by the laws of the State of California and any questions arising hereunder shall be construed or determined according to

such law. Venue for any legal action arising from or in connection with this Agreement or the Property shall be in Tulare County, California.

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

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

O. Broker's Commission. Both CITY and BUYER have not incurred any separate broker fees in this transaction, and as a result, neither party shall be liable for the payment of broker fees..

P. Risk of Loss. Risk of physical loss to the Property shall be borne by BUYER from and after the Closing. In the event of the loss or destruction of a material part of the Property prior to the Closing from a cause other than the intentional act or omission or negligence of BUYER, then, unless CITY has agreed to reduce the Purchase Price by an amount equal to the amount of the loss or destruction, at BUYER's option, both Parties shall be relieved of their obligations and this Agreement shall be deemed void and without further effect. Prior to the Closing, CITY shall be responsible for maintaining the Property and not make or allow any uses, changes or alterations of the Property that could materially reduce the value of the Property.

Q. Counterparts. This Agreement may be executed in counterparts, with all such executed counterparts together constituting a single, original document. Facsimile and electronic signatures shall be binding.

R. Retention or Refund of Deposit as Liquidated Damages. In the event that this transaction is terminated prior to Close of Escrow, and the Deposit is either retained by SELLER or refunded to BUYER pursuant to the terms of this Agreement, such retention or refund shall serve as the sole remedy that either Party is entitled to receive, and no Party shall have a claim against the other for costs expended in furtherance of this transaction prior to termination.

IN WITNESS WHEREOF, the parties have executed this Agreement.

“CITY” or “SELLER”

“BUYER 1”

City of Visalia

Creative Center

\_\_\_\_\_  
By: Leslie Caviglia, City Manager

\_\_\_\_\_  
By: Carol Cairns, President

\_\_\_\_\_  
By: \_\_\_\_\_, Secretary

Approved as to Form as to CITY:

“BUYER 2”

Visalia Players

\_\_\_\_\_  
By: City Attorney

\_\_\_\_\_  
By: Jen Masters, President

\_\_\_\_\_  
By: Project Manager

\_\_\_\_\_  
By: Velva Hampson, Secretary

**Exhibit A – Legal description for Parcel One**

**EXHIBIT A**

**PARCEL ONE LEGAL DESCRIPTION**

Block 84 of Aughinbaughs Addition to the City of Visalia, in the City of Visalia, County of Tulare, State of California, as per Map recorded in Book 1, Page 3; and in Book 3, Page 48 of Maps in the Office of the County Recorder of Tulare County.

EXCEPTING THEREFROM, that portion of Lots 10, 12, 14, 16, and 18 of said Block 84 of Aughinbaughs Addition to the City of Visalia, recorded in Volume 1 of Maps at Page 3, and Volume 3 of Maps at Page 48, of Tulare County Records, located in the Southeast quarter of the Northwest quarter of Section 29, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California.

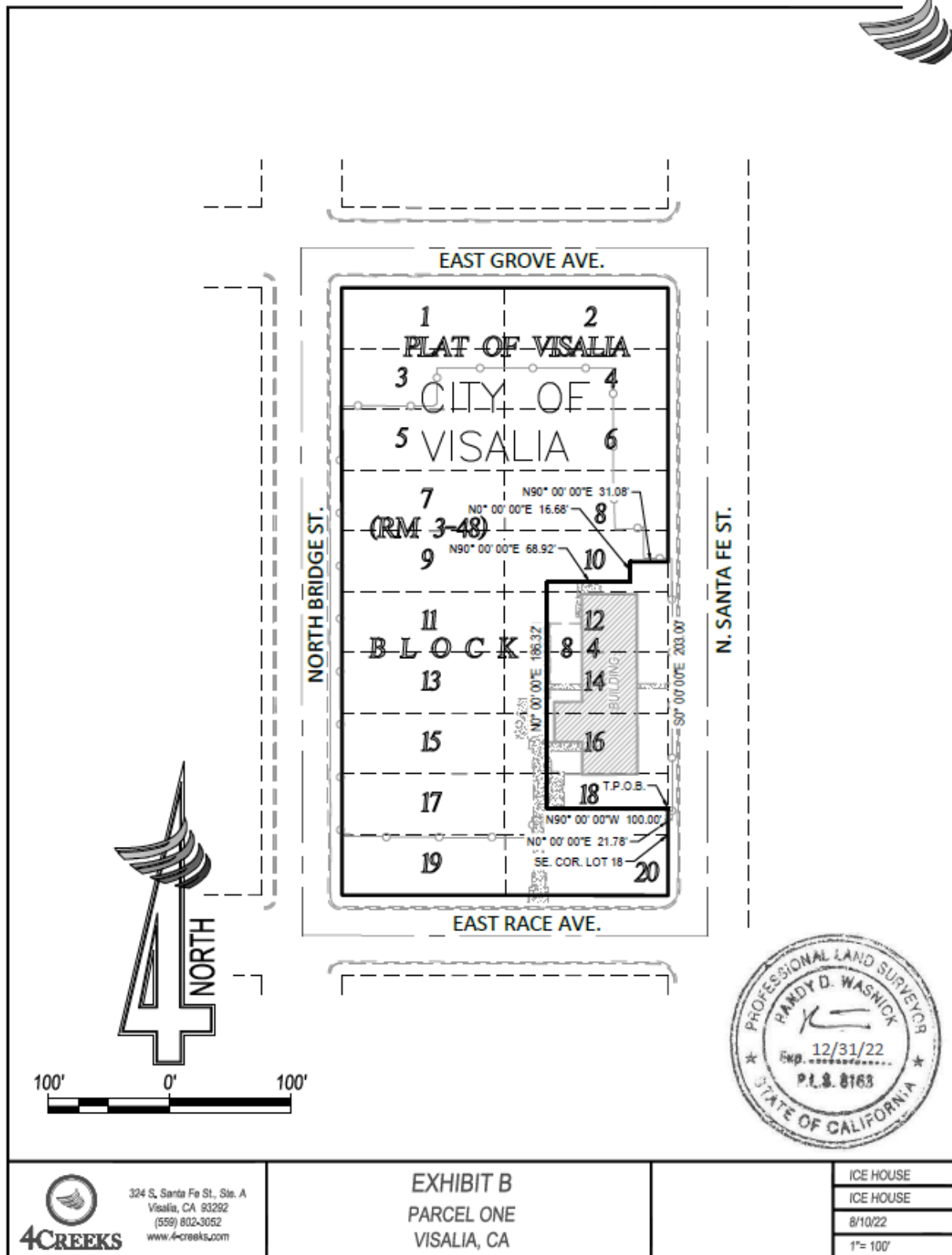
Commencing at the Southeast corner of said Lot 18;  
Thence North 00°00'00" East along the East line of said Lot 18 and Block 84, a distance of 21.78 feet to the TRUE POINT OF BEGINNING;  
Thence North 90°00'00" West, 100.00 feet, to a line parallel with and 100.00 feet West of said East block line;  
Thence North 00°00'00" East along the parallel line, 186.32 feet;  
Thence North 90°00'00" East, 68.92 feet;  
Thence North 00°00'00" East, 16.68 feet;  
Thence North 90°00'00" East, 31.08 feet, to the East line of said Lot 10 and Block 84;  
Thence South 00°00'00" East along said East line of Lot 10 and Block 84, a distance of 203.00 feet to the TRUE POINT OF BEGINNING;

(APN 094-095-001 portion)





Exhibit B – Plat for Parcel One



**Exhibit C- Legal Description for Parcel Two**

**EXHIBIT C**

**PARCEL TWO LEGAL DESCRIPTION**

Being a portion of Lots 10, 12, 14, 16, and 18 of Block 84 of the Plat of Visalia recorded in Volume 1 of Maps at Page 3, and Volume 3 of Maps at Page 48, of Tulare County Records, located in the Southeast quarter of the Northwest quarter of Section 29, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California.

Commencing at the Southeast corner of said Lot 18;

Thence North 00°00'00" East along the East line of said Lot 18 and Block 84, a distance of 21.78 feet to the TRUE POINT OF BEGINNING;

Thence North 90°00'00" West, 100.00 feet, to a line parallel with and 100.00 feet West of said East block line;

Thence North 00°00'00" East along the parallel line, 186.32 feet;

Thence North 90°00'00" East, 68.92 feet;

Thence North 00°00'00" East, 16.68 feet;

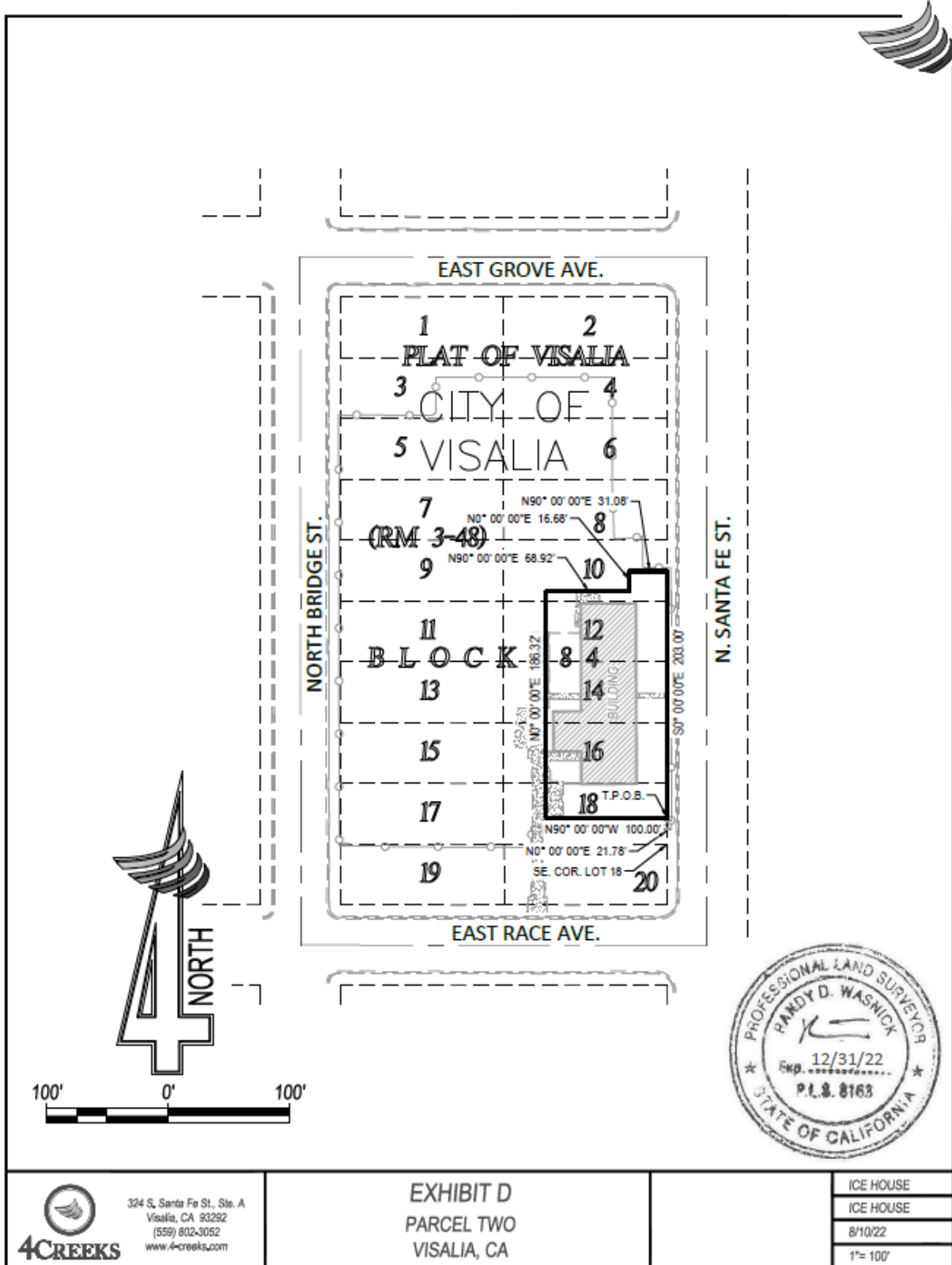
Thence North 90°00'00" East, 31.08 feet, to the East line of said Lot 10 and Block 84;

Thence South 00°00'00" East along said East line of Lot 10 and Block 84, a distance of 203.00 feet to the TRUE POINT OF BEGINNING;

(APN 094-095-001 portion, Area:19,151 sf. more or less)



Exhibit D – Plat for Parcel Two



**Exhibit E**  
**Reciprocal Easement Agreement**

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

Thomas E. Hornburg, Esq.  
Houk & Hornburg, Inc.  
206 S. Mooney Blvd.  
Visalia, CA 93291

THIS SPACE FOR RECORDER'S USE ONLY

**RECIPROCAL ACCESS AND MAINTENANCE AGREEMENT AND  
FIRST RIGHT OF REFUSAL**

This Reciprocal Access and Maintenance Agreement and First Right of Refusal ("the agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the undersigned property owners, to wit, THE CREATIVE CENTER FOUNDATION, a California non-profit public benefit corporation ("CC"), and VISALIA PLAYERS, a California non-profit public benefit corporation ("VP"), all of which are collectively referred to herein as "the parties," with reference to the following recitals:

**RECITALS**

A. WHEREAS CC is the fee owners of that certain real property commonly referred to as 614 N. Bridge St., Visalia, CA 93291, and more particularly described in Exhibit "A" which is incorporated herein as though fully set forth in full herein ("Parcel One").

B. WHEREAS VP is the fee owners of that certain real property commonly referred to as 410 E. Race, Visalia, CA 93292, and more particularly described in Exhibit "B" which is incorporated herein as though fully set forth in full herein ("Parcel Two").

C. WHEREAS Parcel One and Parcel Two are directly adjacent and, in part, because CC and VP are both non-profit entities, the parties have shared and will continue to share access, use and enjoyment of both of said parcels from time-to-time.

D. WHEREAS the parties hereto are desirous of setting forth their respective rights and responsibilities with respect to their shared access, use and enjoyment of the above referenced parcels, including the common use and maintenance of the parking spaces, open spaces and structures located on both properties, and to reserve to each other a right of first refusal to purchase said properties in the event of dissolution of either party.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CC and VP agree as follows:

1. Mutual Grants of Easements. CC hereby grants to VP easements over and across Parcel One for egress and ingress as well as using, enjoying, maintaining or repairing the parking spaces, structures and buildings (including but not limited to any storage facilities), trash and recycling dumpsters, roadways, driveways, walkways, lawn areas, fences and gates located thereon. VP hereby grants to CC easements over and across Parcel Two for egress and ingress as well as using, enjoying, maintaining or repairing the parking spaces, structures and buildings (including but not limited to any storage facilities), trash and recycling dumpsters, walkways, lawn areas, fences and gates located thereon. Notwithstanding the foregoing, CC shall have no right to use the upstairs portion of the storage barn located on Parcel One which shall be used exclusively by VP for storage.

2. Scope of Easements. The mutual easements as stated in Paragraph 1, *supra*, shall apply to the existing parking spaces, structures and buildings, trash and recycling dumpsters and enclosures, roadways, driveways, walkways, lawn areas, fences and gates located on Parcel One or Parcel Two as well as any like items to be constructed by either party in the future thereon. The easements shall run with the land in accordance with Paragraph 13, *infra*.

3. Exclusive Rights. The mutual easements as stated in Paragraph 1, *supra*, are exclusive to CC and VP as well as their successor or assignor owners of the above-referenced parcels and the parties may use the easements as stated and for any additional reasonable use provided that such use does not materially interfere with the rights of the parties under this agreement.

4. Limitations on Use. Notwithstanding any other provisions of this agreement, the parties shall use their best efforts to coordinate the timing of the use of their respective facilities and, unless otherwise agreed upon, VP shall not use said easement as stated in Paragraph 1, *supra*, from Monday through Friday, during the hours of 7:00 a.m. to 2:30 p.m. except for maintenance and upkeep. Either party may hold special events on all or a portion of said mutual easements from time-to-time such as outdoor performances, fundraisers and concerts, with the express permission of the other party. The parties shall reasonably cooperate with each other in submitting any special event application related thereto, and liability insurance shall be required for any such special event at the sole cost and expense of the party hosting such an event.

5. Maintenance and Improvements. The parties shall be jointly responsible for the maintenance and upkeep of all parking spaces, walkways, fences and gates located on Parcel One or Parcel Two ("Maintenance Items"). All other items subject to the mutual easements as stated in Paragraph 1, *supra*, shall be solely maintained by its respective owner who shall be required to reasonably maintain such items in such condition that they can be safely used by the parties as well as their successor or assignor owners at all times.



6. Apportionment of Maintenance and Improvement Costs. CC shall be obligated to pay eighty-five percent (85%) of the costs for maintenance and upkeep of the Maintenance Items and VC shall be obligated to pay fifteen percent (15%) of the cost for the maintenance and upkeep of the Maintenance Items. In the event that either party elects to advance reasonable maintenance or repair costs, the other party shall promptly reimburse the party for their share of reasonable costs within sixty (60) days of receipt of invoice for the same. This obligation shall run with the land in accordance with Paragraph 13, *infra*.

7. Water, Trash and Lawn Service. In the event that the parties elect to share water, trash or lawn service, then CC shall advance costs and VP shall promptly reimburse CC for VP's reasonable share thereof in an amount to be determined by further agreement of the parties.

8. Default. In the event of any breach, default, violation or failure by either party to perform or satisfy any of its obligations arising under this agreement which has not been cured within sixty (60) days after written notice from the non-defaulting party to do so, the non-defaulting party shall have all remedies available to it at law and in equity.

9. Indemnity and Insurance. The parties shall indemnify, defend and hold each other harmless from and against any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by the other party as a result of or in connection with the other's exercise of any rights granted hereunder. In addition, the parties shall provide and maintain insurance for the entirety of their respective parcels at all times, except that the storage barn located on Parcel One shall be insured solely by CC unless it is otherwise impracticable to do so. Each party shall name the other as an additional insured on their respective insurance policies.

10. First Right of Refusal. The parties mutually agree that they shall not sell or dispose of their respective parcel to any person or entity until they have provided to the other party hereto, in writing, notice of their intent to sell, specifying the price and terms of the contemplated sale. Within thirty (30) days receipt of said notice, the receiving party shall have the right to purchase said parcel at the same price and on the same terms and conditions set forth in said written notice of intent to sell. To exercise its option, the receiving party must, within the same 30-day period, deposit in escrow with Chicago Title Company in Tulare County, California, all monies and/or instruments required by the terms of the notice of intent to sell to be paid or delivered to the selling party on close of escrow and shall also provide notice of the deposit. If the buying party fails to exercise the right in accordance with the provisions of this agreement, the selling party may sell or dispose its respective parcel to any other person or entity for the price and on the terms contained in the notice.

11. Notices. All notices relating to this agreement shall be in writing, addressed to the parties at their respective addresses set forth as provided below, and may be delivered in person, sent by overnight mail or courier service, or sent by United States registered or certified mail, return receipt requested, postage prepaid. The addresses of the parties for notices are as follows:

//

CC: The Creative Center Foundation  
614 N. Bridge St.  
Visalia, CA 93291

VP: Visalia Players  
410 E. Race  
Visalia, CA 93291

Any such notice shall be deemed to have been duly given or served on the date personally served, if by personal service (including express or overnight mail) or three (3) days after being placed in the U.S. mail, if mailed.

12. Dispute Resolution; Prevailing Party Attorneys' Fees. Any controversy between the parties hereto or his, her or it's successors or assigns regarding the construction or application of this agreement, and any claim arising out of this agreement or its breach, shall be submitted to mediation to be conducted in the City of Visalia, County of Tulare with all mediation fees to be shared between the parties. If the issue or matter is not resolved in mediation, any remaining controversy between the parties regarding the construction or application of this agreement, and any claim arising out of this agreement or its breach, shall be submitted to binding arbitration on the written request of either party after the service of that request on the other party. Arbitration shall be conducted in the City of Visalia, County of Tulare before a retired Judge of the Superior Court of California. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The cost of the arbitration shall be borne by the losing party or in such proportions as the arbitrators shall decide.

13. No Rights in Public; Covenants Running with the Land. The rights granted under this agreement are not intended to grant rights to the public in general. The easements and rights set forth herein are covenants running with the land for the benefit and burden, as the case may be, of CC and VP, their respective successors and assigns, and any and all persons claiming any interest now or hereafter in all or any part of the real property subject to this agreement. It is expressly agreed by each party hereto, as covenantor, that each of the foregoing covenants: (a) is for the benefit of the real property, described above, of each party hereto, as the covenantee; (b) runs with said real property to the covenantor, as the burdened land, and with said real property of the covenantee, as the benefited land; (c) shall be binding upon all successive owners, lessors, lessees and others having any interest in the burdened land or any part thereof; and (d) shall inure to the benefit of all successive owners, lessors, lessees and others having any interest in the benefited land or any party thereof.

14. Invalidity of Provision. If any provision of this agreement as applied to the parties hereto or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this agreement, the application of any such provision under circumstances different from those adjudicated by the court or the validity or enforceability of the agreement as a whole.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF TULARE

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public, personally appeared CAROL CAIRNS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF TULARE

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public, personally appeared JEN MASTERS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

Block 84 of Aughinbaughs Addition to the City of Visalia, in the City of Visalia, County of Tulare, State of California, as per Map recorded in Book 1, Page 3; and in Book 3, Page 48 of Maps in the Office of the County Recorder of Tulare County.

EXCEPTING THEREFROM, that portion of Lots 10, 12, 14, 16, and 18 of said Block 84 of Aughinbaughs Addition to the City of Visalia, recorded in Volume 1 of Maps at Page 3, and Volume 3 of Maps at Page 48, of Tulare County Records, located in the Southeast quarter of the Northwest quarter of Section 29, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California.

Commencing at the Southeast corner of said Lot 18;  
Thence North 00°00'00" East along the East line of said Lot 18 and Block 84, a distance of 21.78 feet to the TRUE POINT OF BEGINNING;  
Thence North 90°00'00" West, 100.00 feet, to a line parallel with and 100.00 feet West of said East block line;  
Thence North 00°00'00" East along the parallel line, 186.32 feet;  
Thence North 90°00'00" East, 68.92 feet;  
Thence North 00°00'00" East, 16.68 feet;  
Thence North 90°00'00" East, 31.08 feet, to the East line of said Lot 10 and Block 84;  
Thence South 00°00'00" East along said East line of Lot 10 and Block 84, a distance of 203.00 feet to the TRUE POINT OF BEGINNING;

(APN 094-095-001 portion)



~~EXHIBIT~~ **A**



Being a portion of Lots 10, 12, 14, 16, and 18 of Block 84 of the Plat of Visalia recorded in Volume 1 of Maps at Page 3, and Volume 3 of Maps at Page 48, of Tulare County Records, located in the Southeast quarter of the Northwest quarter of Section 29, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California.

Commencing at the Southeast corner of said Lot 18;

Thence North 00°00'00" East along the East line of said Lot 18 and Block 84, a distance of 21.78 feet to the TRUE POINT OF BEGINNING;

Thence North 90°00'00" West, 100.00 feet, to a line parallel with and 100.00 feet West of said East block line;

Thence North 00°00'00" East along the parallel line, 186.32 feet;

Thence North 90°00'00" East, 68.92 feet;

Thence North 00°00'00" East, 16.68 feet;

Thence North 90°00'00" East, 31.08 feet, to the East line of said Lot 10 and Block 84;

Thence South 00°00'00" East along said East line of Lot 10 and Block 84, a distance of 203.00 feet to the TRUE POINT OF BEGINNING;

(APN 094-095-001 portion, Area:19,151 sf. more or less)



~~EXHIBIT~~ **B**



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0313

**Agenda Date:** 9/19/2022

**Agenda #:** 6.

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### Agenda Item Wording:

Request to Authorize the City Manager to 1. file Notice of Completion for the Packwood Creek Trail - Santa Fe to Crumal Dr (RFB 20-21-24), 2. Execute an amendment to the Measure R supplement agreement, 3. Authorize an additional appropriation of \$70,000 from the Measure R Trails (132) Fund and 4. Amend the Measure R Trail Expenditure Plan to reallocate \$70,000 from the "K Road along SJ line" to the "Packwood Creek Trail." (Project Number 3010-72000/CP0012-999)

**Deadline for Action:** None

**Submitting Department:** Administration -CIP Engineering

### Contact Name and Phone Number:

Diego Corvera, Civil Engineer, [Diego.Corvera@visalia.city](mailto:Diego.Corvera@visalia.city), (559) 713-4209

Frank Senteno, City Engineer, [Frank.Senteno@visalia.city](mailto:Frank.Senteno@visalia.city), (559) 713-4331

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

### Department Recommendation:

Staff recommends that the City Council authorize the following:

1. Authorize the City Manager to file a Notice of Completion for the for the Packwood Creek Trail - Santa Fe to Crumal Dr project (RFB 20-21-24)
2. Authorize City Manager to execute an amendment to the Measure R supplement agreement to increase the Measure R Trails (132) funds allocated to this project by \$70,000.
3. Authorize an additional appropriation of \$70,000 from Measure R Trails Fund (132).
4. Authorize the amendment of the Measure R Trail Expenditure Plan to reallocate \$70,000 from the "K Road along SJ line" to the "Packwood Creek Trail."

### Background Discussion:

The Packwood Creek Trail project consisted of the new construction of 0.60 miles of a Class I trail between Cedar and Crumal Streets completing the missing segment of the Packwood Creek Trail west of Lovers Lane to the Trail west of McAulif Street. The project also constructed a Class IV bike route along Walnut Ave connecting the existing Packwood Creek trail west of Ben Maddox St to the Santa Fe Trail along Santa Fe St.

### Packwood Creek Trail

The project constructed a ten (10) foot wide asphalt multi-use trail with two (2) foot shoulders and a 4:1 max slope swale outside of the shoulders. The trail follows the Packwood Creek alignment, moving north from the intersection of Cedar Street and Walnut Ave and then turning east towards Lovers Lane. At the Lover's Lane crossing a HAWK pedestrian signal was installed to facilitate a safe and controlled crossing for pedestrians. The trail continued along Packwood Creek east of

Lovers Lane and terminated at the existing trail head at Crumal Street. The trail has solar lighting, benches and trash receptacles installed as amenities to attract trail users and improve safety.

#### Walnut Avenue Class IV Bike Lanes

The project also added class IV bike lanes along Walnut Avenue between Santa Fe Street and Ben Maddox Way as a connecting route between the Packwood Creek Trail and the Santa Fe Trail. The class IV bike lane is seven (7) feet wide with a four (4) foot buffer and delineator posts were installed to serve as a physical/visual barrier between vehicle travel lanes and the bike lane. The width and buffer protections incorporated into the class IV design will serve to mimic the safety and comfort that is perceived along the existing Packwood multi-use Trail. To help provide a safe connecting route between the two multi-use trails, the vehicle travel lanes were also narrowed to reduce vehicle speed and to accommodate the wider bicycle facility, this will greatly increase the overall visibility and safety of all road users.

The start of construction began on July 13<sup>th</sup>, 2021 and was completed in March 2022. The construction of the trail and associated improvements were completed within the allotted construction timeline.

The final total construction cost was \$1,151,391.84. The construction contract was awarded to Avison Construction Inc. in the amount of \$1,099,500.00 in March 2021. The original contract amount was \$1,099,500.00 and the final cost of the construction contract including change orders was \$1,151,391.84. Total change orders amounted to \$51,891.84.

The following is a breakdown of the construction change orders:

Change Order Breakdown		
Category	Cost	Percentage
Errors & Omissions (E&O)	\$28,658.12	2.61%
Utility Conflict (UT)	\$9,813.63	0.89%
Balance of Quantities (BQ)	\$11,364.25	1.03%
Unforeseen (UN)	\$1,060.50	0.10%
Change of Scope (CofS)	\$995.34	0.09%
<b>Total:</b>	<b>\$51,891.84</b>	<b>4.72%</b>

#### Errors & Omissions

The costs associated with the Errors & Omissions category consisted of the removal of 44 additional trees that were required in order to construct the trail and these were not called out on the plan set. The plans identified some trees to be removed but not all. The specifications described the clearing and grubbing efforts to also include some tree removal; City staff discussed the approach and situation and it was agreed that due to some trees being identified on the plans and others were not, a strong case could not be made that the contractor is fully responsible for the removal. Negotiations commenced and the contractor removed the 44 trees at the agreed cost of \$500 dollars a tree, resulting in \$22K change order.. Additionally, an update to the signal controller hardware was also necessary and was also not identified in the project specifications.

*Utility Conflict*

The cost associated with Utility Conflict category consisted of locating and working around existing AT&T, Comcast, and Southern California Gas Company utilities in the vicinity of the HAWK crossing signal pole footings. Additional potholing was necessary during construction that required some utility lines to be relocated in order to construct the signal footings.

*Balance of Quantities*

The cost associated with Balance of Quantities category consisted of final project striping, asphalt, aggregate base, and delineator count differing from the original bid. Additional asphalt was needed in the roadway section along Lovers Lane than what was originally stated in the bid. The striping for the project was updated as an addendum to the project to provide more robust safety along the Walnut Ave bike route. In this addendum the final striping removal amounts were underestimated compared to what was necessary for the work. Originally 270 delineators were specified for the work along Walnut Ave, the final count was 176 installed. We also paid for 50 additional delineators for maintenance, this resulted in a credit to the project for the difference. All extra material was paid at the unit price cost, resulting in zero overage pay for the adjustments in the field.

*Unforeseen*

The cost associated with Unforeseen category consisted of finding abandoned irrigation pipe within the project area that required efforts to abandon and plug. This was necessary to ensure that no water can enter the pipe and potentially undermine the structural integrity of the trail.

*Change of Scope*

The cost associated with the change of scope category consisted of the incorporation of additional safety features added to the HAWK pedestrian crossing, including the addition of green paint at the crossing, pedestrian barricades, and added striping incorporating bulb out dimensions to reduce the crossing distance. Additionally, unnecessary work that was omitted included the video detection at the HAWK crossing, concrete pull boxes, and an modification to the bollard configuration at the trail head which removed an extra bollard.

There were a total of three (3) contract change orders associated with this project. Each of the change orders were reviewed and approved by the City of Visalia Change Order Committee.

**Fiscal Impact:**

This trail construction project was budgeted, using federal Congestion Mitigation and Air Quality (CMAQ) funds (281), Measure R Trail (132) Funds, and Waterways Capital fund (261).

The project budget is as follows:

Packwood Creek Trail - Santa Fe to Crumal	
Funding Source	
CMAQ Federal Funding (281)	\$1,137,000.00
Measure R Trails (132)	\$678,580.00

Waterways Capital (261)	\$131,300.00
<b>Total Project Funding</b>	<b>\$1,946,880.00</b>
<b>Packwood Creek Trail - Budget</b>	
Design Consultant - P&P	\$132,373.00
Right of Way (acquisition cost and legal fees)	\$364,813.00
Staff Time and other Design Costs (Right-of-way)	\$225,000.00
Construction	\$1,099,500.00
Construction Contingency (10%)	\$109,950.00
Construction Management	\$15,244.00
<b>Construction Budget</b>	<b>\$1,946,880.00</b>
<b>Packwood Creek Trail - Construction Costs</b>	
Prior cost (Design, ROW, Staff time)	\$722,186.00
Construction Contract	\$1,099,500.00
Construction Change Orders	\$51,891.84
Construction Services (CM, inspection, materials)	\$121,000.00
HAWK Outreach Production and Staff time	\$14,615.00
Future Landscaping Grant Application	\$4,060.00
<b>Total Cost Riggins Avenue Signalization Project</b>	<b>\$2,013,252.84</b>
<b>Packwood Creek Trail Budget Summary</b>	
Total Project Funding	\$1,946,880.00
Total Cost Packwood Creek Trail Project	\$2,013,252.84
<b>Approximate Funding Shortfall</b>	<b>(\$66,372.84)</b>
<b>Measure R Trails (132) Appropriation Request</b>	<b>\$70,000.00</b>

The project shortfall is due primarily to underestimating the cost for construction services as well as the additional cost and effort in producing the HAWK Crossing video production post construction. The requested appropriation from the Measure R Trail (132) fund will be sufficient to close out the project.

**Appropriation of Measure R Trail (132) Funds:**

Staff recommends an additional appropriation of \$70,000 from the Measure R Trail Fund (132) to address the budget shortfall. In order to allocate additional funds to this project, Council approval is needed for the following:

- A. An amendment to the current supplement agreement is needed to increase Measure R funds to this project and is based on the amount of Measure R funds approved by Council. The current supplement agreement authorized a total of \$678,280 of Measure R funds can be utilized towards this project. Upon Council approval to increase Measure R funds of \$70,000,



the total amount of Measure R trails funds authorized towards this project will be \$748,280.

- B. Approve \$70,000 be reallocated from the “K Road along SJ line” to the “Packwood Creek Trail” with the Measure R Trail Expenditures Plan. The Measure R Expenditure Plan allocates funds to various City of Visalia trails. The reallocation of funds between projects within the Measure R Expenditure Plan requires Council approval. Staff recommends this reallocation considering a previous engineering study found the K Street alignment infeasible because of the challenges of the railroad. The table below summarizes the Measure R funds currently available to allocate to specific projects along the Packwood Creek Trail and the K Road along SJ line

Trail Name	Remaining MR funds	Reallocate	Adjusted Amount
Packwood Creek Trail	\$0	\$70,000	\$70,000
K Road along SJ line	\$817,179	\$(70,000)	\$747,179

Please note, this reallocation of funds will not impact the overall total amount of Measure R funds allocated to the City of Visalia by the Measure R Expenditure Plan as the reallocation is being made between City of Visalia projects.

#### **Prior Council Action:**

##### March 15<sup>th</sup>, 2021:

Authorize the City manager to 1. Award the construction contract for the Packwood Creek Trail - Santa Fe to Crumal Dr Project (RFB 20-21-24), to Avison Construction Inc. of Madera CA in the amount of \$1,099,500. 2. Execute an amendment to the TCAG supplemental agreement, 3. authorize an appropriation of \$131,300 from waterways Capital (261) Fund, 4. Authorize appropriation of \$315,000 from Measure R Trails (132) fund and 5. Amend the Measure R Trail Expenditure Plan to designate \$76,764 from the “K Street Bike Path” to the “Packwood Creek Trail.” (Project Number 3010-72000/CP0012-999)

##### March 5<sup>th</sup>, 2018:

Public hearing to consider and adopt a Resolution of Necessity to acquire a strip of property from APN: 100-360-032 and 100-370-025 (near the northwest corner of Walnut Avenue and Lovers Lane) necessary to improve the existing Packwood Creek Bank with a Class I multi-use path.

##### April 17, 2017:

City Council authorized the City Manager for second amendment to the professional design services contract for Provost & Pritchard Consulting Group for the design of the Packwood Trail Project for a total contract amount of \$113,373.00 (Project Number 3010-72000/CP0012-999).

#### **Other:**

None

#### **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 Packwood Creek Trail - Santa Fe to Crumal Dr project (RFB 20-21-24), amend the Measure R supplemental agreement as well as the Measure R Trail Expenditure Plan, and appropriate associated funds identified within the report.

**Environmental Assessment Status:****CEQA Review:**

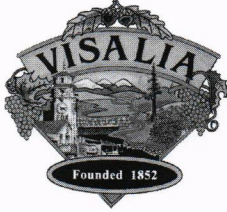
Categorical Exemption, Section 15304, issued January 6<sup>th</sup>, 2015 for Packwood Creek Trail from Santa Fe Trail to Walnut Avenue, and Walnut Avenue to Crumal Street; and Categorical Exemption, Section 15301c, issued February 25<sup>th</sup>, 2021 for Packwood Creek Trail from Santa Fe to Walnut Ave to Crumal Street.

**NEPA Review:**

CML-5044(104) - Categorical Exemption, 23 USC 326 “no significant impacts on the environments as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b).”

**Attachments:**

1. Contractor Disclosure Form
2. Project Map Western Limits
3. Project Map Eastern Limits



## CITY OF VISALIA

### Ownership Disclosure for Contractors and Consultants

#### NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Avison Construction Inc.

Firm Address: 40434 Brickyard Drive, Madera, CA 93636

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:

Louis R. Avila - President

Kelly Avila - Secretary/Treasurer

Curtis Short - General Manager

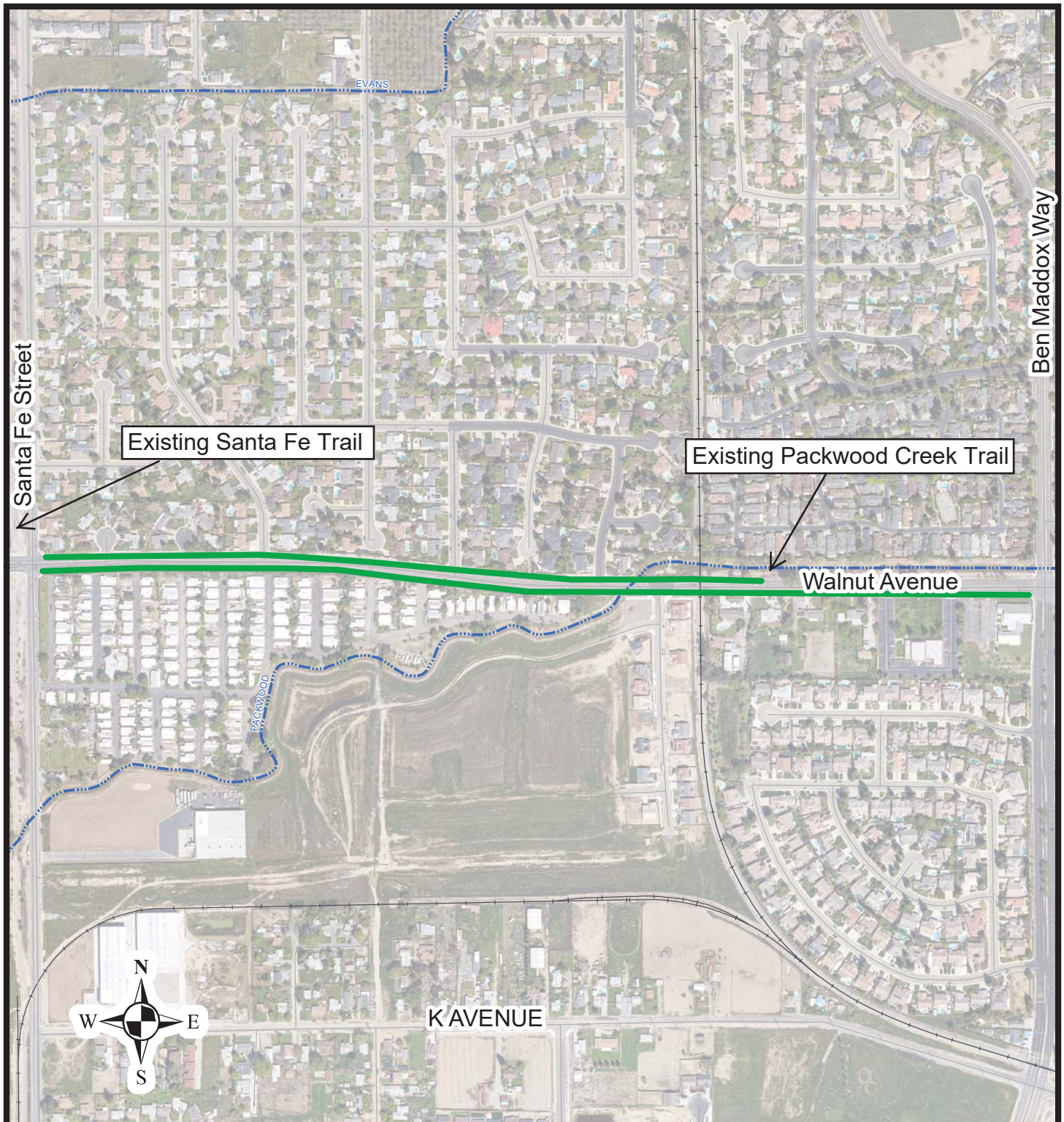
Submitted by: Name

Date 2/3/21

  
Curtis Short - General Manager



# PROJECT LOCATION MAP WESTERN LIMITS



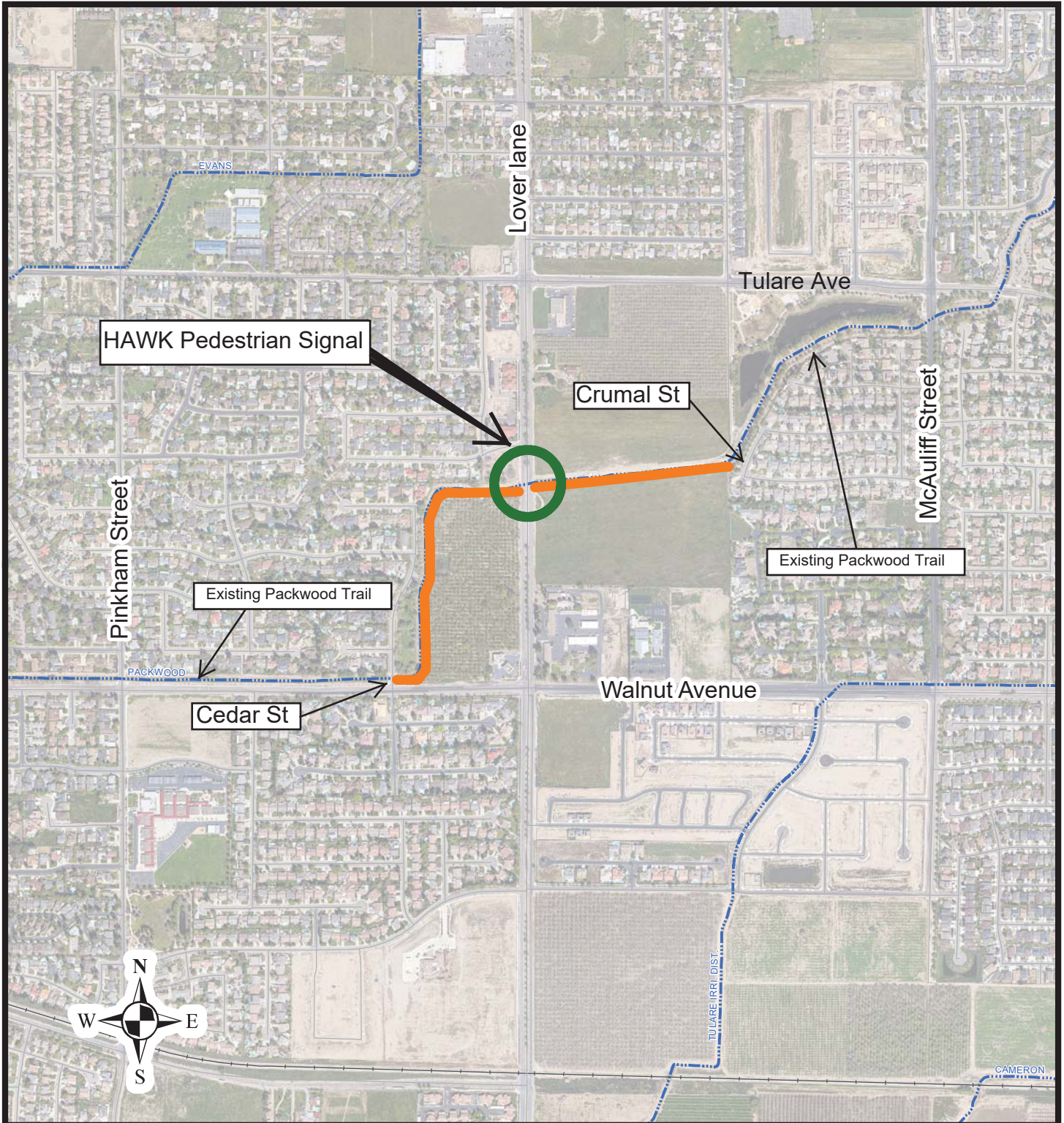
## Legend

Constructed  
on-street Class IV  
Bike Route

## PACKWOOD CREEK TRAIL IMPROVEMENTS



# PROJECT LOCATION MAP EASTERN LIMITS



## Legend

— Constructed Trail

## PACKWOOD CREEK TRAIL IMPROVEMENTS



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0352

**Agenda Date:** 9/19/2022

**Agenda #:** 7.

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**Agenda Item Wording:**

Authorize the City Manager to award an emergency contract with Provost & Pritchard Consulting Group of Visalia, CA for the preparation of an Agriculture Mitigation Program in an amount not to exceed \$150,000, and appropriate \$150,000 from the General Fund.

**Deadline for Action:** 9/19/2022

**Submitting Department:** Community Development

**Contact Name and Phone Number:**

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

**Department Recommendation:**

Staff recommends that the City Council authorize the City Manager to award an emergency contract with Provost and Pritchard Consulting Group of Visalia, CA in an amount not to exceed \$150,000 for the preparation of an Agriculture Mitigation Program (AMP) to implement the adoption of a Agricultural Preservation Ordinance as outlined in the Scope of Work attached as Exhibit "A", including the optional task to prepare a study to document the calculation of an in-lieu fee for the Agricultural Preservation Ordinance (APO) to serve as the basis for the City to adopt an in-lieu fee that can provide projects an alternative to securing and dedicating agricultural conservation easements on their own, and to appropriate \$150,000 from the General Fund for the preparation of an Agriculture Mitigation Program / Ordinance for the City of Visalia.

**Summary:**

The City of Visalia went through a General Plan Amendment process to remove a land use policy related to the establishment of an Agricultural Mitigation Program (AMP) for development within the Tier II and III Urban Growth Boundaries. The removal of this policy lead to two organizations filing a suit against the City of Visalia for removing the General Plan Land Use Policy eliminating the requirement of an AMP for development to occur within the Tier II and III Urban Growth Boundaries. On July 21, 2022, the Superior Court of the State of California, County of Tulare ruled that the City failed to comply with the disclosure requirements under CEQA in its use of an addendum for the removal of the AMP. The City Council rescinded the resolution and certification of the addendum for GPA No. 2021-01, thereby reinstituting Land Use Policy LU-P-34.

Staff is requesting the City Council authorize the City Manager to execute a contract with Provost and Pritchard Consulting Group to assist staff in the preparation of an AMP/APO to be considered for adoption at a future public hearing before the City Council.

The study and preparation of the AMP/APO is being done 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. The



Policy is one of the primary mitigation measures associated with the General Plan Environmental Impact Report (Impact 3.5-1). The Policy requires the creation and adoption of a mitigation program to address the conversion of Prime Farmland and Farmland of Statewide Importance in Growth Boundary Tiers II and III. The Policy must be fulfilled before the City can take any further action on approving land use development projects in the current Tier II Urban Growth Boundary.

Provost & Pritchard, founded in 1968, is a consulting group providing engineering and planning services throughout California. They have had experience in preparing a variety of policy and regulatory documents that include general plans, environmental impact reports, groundwater sustainability plans, and various implementation documents. They have overseen numerous projects in Tulare County as well as in the City of Visalia.

### **Scope of Work:**

Provost & Pritchard (P&P) is partnering with BAE Urban Economics (BAE) for this effort. BAE will be providing support to the project team regarding potential establishment of an in-lieu fee, included as an optional task in the scope of work (see Exhibit "A"), as well as function in an advisory capacity to support preparation for the City Council work sessions. Should the City move forward with establishing an in-lieu fee, BAE will be preparing the fee study for that effort. The content of the AMP/APO will address program goals, policy linkages, and implementation measures as follows.

### **Phase 1: Project Initiation, Management, and Research**

#### **Task 1: Kickoff Meeting and Project Management (On-going)**

The P&P team will meet with City staff to discuss the Agricultural Preservation Ordinance and proposed scope of work. In this meeting, we will:

- Discuss communication protocols and confirm key points of contact for the project;
- Confirm the objectives for the project and key messaging for public outreach efforts;
- Identify key stakeholders; and
- Confirm the scope of work and schedule.

Sara Allinder will serve as the Project Manager and primary point of contact for City staff.

#### **Task 1.2: Outreach Materials and Project Communications**

In coordination with City staff, the P&P team will establish communication goals and key messaging for the project, confirm where public and decision-maker engagement is targeted during the process, and confirm P&P team and City staff roles and responsibilities, including contact information of the primary point of contact for public outreach tasks and inquiries.

Preparation of g outreach materials and language to introduce the City of Visalia Agricultural Preservation Ordinance and, where applicable, to provide regular updates on project progress include:

- Project flyers.
- Language for posting to the City's webpage.
- Language for posting to the City's social media accounts in a format compatible with the media platforms (Facebook, Twitter, and Instagram).

- Email updates through Constant Contact regarding the project as key milestones are achieved or as needed to promote community workshops and hearings.

Promotion of the City of Visalia Agricultural Preservation Ordinance and distribution of the initial outreach materials as described above will commence immediately following confirmation of project messaging by City staff. Ongoing promotion and noticing of the project will begin in advance of upcoming workshops and as needed to meet all public noticing requirements for community workshops and hearings.

### Task 1.3: Ordinance Research and Interviews

Building off previous research and data collection efforts conducted during the Feasibility Study process, the P&P team will conduct interviews with up to three jurisdictions that have agricultural preservation programs in place to understand and document lessons learned from their experience that may be relevant for the City to consider in the establishment of an Agricultural Preservation Ordinance, particularly in the collection, management, and expenditures of funds collected through an in-lieu fee.

P&P will also conduct interviews with up to three land trusts with experience in the coordination, purchase, management, and monitoring of agricultural conservation easements. The intent of these interviews is to further understand and document considerations for how land is selected and what impact the selection process and available tools used by the land trusts may have on how the Agricultural Preservation Ordinance is established.

## **Phase 2: Administrative Draft Agricultural Preservation Ordinance**

### Task 2.1: City Council Work Session No. 1 - Ordinance Parameters

Following the research and interviews conducted as part of Phase 1, P&P will conduct a work session with City Council. The purpose of the work session will be to present input received from the interviews as well as review, discuss, and receive direction on preferred parameters for the Agricultural Preservation Ordinance. The direction received from City Council will feed directly into the development of the Administrative Draft Agricultural Preservation Ordinance. Anticipated parameters to be defined during the work session include:

- Area of applicability (i.e., what lands being converted will be subject to the Agricultural Preservation Ordinance),
- Definition of “equivalent” agricultural land as used in the policy language,
- Boundaries where conservation easements may be accepted under the Agricultural Preservation Ordinance,
- Preferences for engaging with qualifying entities, and
- Allowances for payment of an in-lieu fee relative to purchase of conservation easement.

### Task 2.2: Administrative Draft Agricultural Preservation Ordinance

The P&P team will prepare an Administrative Draft Agricultural Preservation Ordinance for review and consideration by City staff, consistent with General Plan Policy LU-P-34, and based on feedback

received from the City Council work session (Task 2.1). The Administrative Draft Agricultural Preservation Ordinance will include the ordinance language for adoption and will establish clear applicability thresholds for when preservation is required will be established for Prime Farmland or Farmland of Statewide Importance in the Tier II and Tier III Growth Boundaries; outline standards for implementation, including how preservation may be achieved and the acceptable methods for preservation (i.e., conservation easements, in-lieu fees); and establish criteria to determine what land is eligible for conservation easements to meet the intent of the Agricultural Preservation Ordinance.

Based on the direction received from City Council during the work session, the P&P team may establish an in-lieu fee to support implementation of the ordinance, including preparation of a fee study. Preparation of a fee study and adoption of a fee by resolution is included as an optional task below. While a general fee and schedule has been estimated, should this option be directed, a detailed scope of work will be provided.

#### Task 2.3: Public Review Draft Agricultural Preservation Ordinance

The P&P team will prepare the Public Review Draft Agricultural Preservation Ordinance in response to the comments provided by City staff. The Public Review Draft Agricultural Preservation Ordinance will be made available for a 30-day public review period.

#### Task 2.4 City Council Work Session - Public Review

The P&P team will facilitate a workshop during the public review period for the Public Review Draft Agricultural Preservation Ordinance. The purpose of this workshop is to respond to questions raised during the public review period and to focus on consensus building prior to final adoption.

#### Task 2.5 Final Agricultural Preservation Ordinance and City Council Hearing

Following the close of the public review period, the Provost & Pritchard team will prepare the Final Agricultural Preservation Ordinance in response to the consolidated set of public review comments provided by City staff. The Final Draft Agricultural Preservation Ordinance will be presented to the City Council for adoption at a public hearing.

### **Optional Task: Establishment of an In-Lieu Fee**

Upon direction from the City Council, BAE team will prepare a study to document the calculation of an in-lieu fee for the Agricultural Preservation Ordinance, to serve as the basis for the City to adopt an in-lieu fee that can provide projects subject to agricultural land conservation requirements an alternative to securing and dedicating agricultural conservation easements on their own.

City staff is recommending, based on the contract amount, that this optional task be included in the emergency contract fee. This will allow staff and the consultant to begin engaging BAE with getting this optional task started in preparation of the future City Council work session as noted in Task 2.1.

**Estimated Timeline:**

Provost & Pritchard estimates a seven (7) month timeline assuming project initiation in late September 2022. Assistance requested from the City includes provision of requested data, attendance at in-person meetings, including workshops, review and comment on deliverables, consolidation of comments, and attendance at the City Council hearing for adoption. Should the Optional Task be directed, an additional three (3) months would be required, extending the overall project schedule to nine (9) months.

Staff will continue to seek ways to accelerate the timeline, where feasible, based on input and direction received from the City Council during the work session discussion.

**Fiscal Impact:**

The consultant services will be funded by the General Fund. Staff is also seeking if the allocated SB 2 Planning Grant monies can be used for the preparation of an Agricultural Mitigation Program. The project will require staff time from existing in-house City staff to manage the consultant and assist with providing data.

**Correspondence:** None.

**Prior Council Action:**

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 to by the City of Visalia to amend language to General Plan Land Use Policy LU-P-34 by removing the requirement for properties converting farmland within Growth Tiers II and III to enter into an Agricultural Mitigation Program (AMP).

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:** None.

**Recommended Motion (and Alternative Motions if expected):**

I move to authorize the City Manager execute an emergency contract with Provost and Pritchard Consulting Group of Visalia, CA in an amount not to exceed \$150,000 for the preparation of an Agriculture Mitigation Program (AMP) to implement the adoption of a Agricultural Preservation Ordinance as outlined in the Scope of Work attached as Exhibit "A", including the optional task to prepare a study to document the calculation of an in-lieu fee for the Agricultural Preservation Ordinance (APO) to serve as the basis for the City to adopt an in-lieu fee that can provide projects an alternative to securing and dedicating agricultural conservation easements on their own, and to appropriate \$150,000 from the General Fund for the preparation of an Agriculture Mitigation Program / Ordinance for the City of Visalia.

**Environmental Assessment Status:**

No environmental assessment required at this time. The adoption of an AMP will require CEQA

documentation to be completed by City staff.

**CEQA Review:**

Not at this time. The adoption of the AMP will require CEQA documentation to be completed by City staff.

**Attachments:**

1. Exhibit "A" -Scope of Work Visalia APO Letter Proposal



September 16, 2022

Paul Bernal, Community Development Director  
City of Visalia  
315 E. Acequia Avenue  
Visalia, CA 93291

**Subject: Planning Services for the City of Visalia Agricultural Preservation Ordinance**

Dear Mr. Bernal:

Thank you for the opportunity to submit this proposal to prepare an Agricultural Preservation Ordinance for the City of Visalia. This letter outlines our proposed scope, budget, and timeline for the project.

## Project Understanding

The City of Visalia has directed staff to implement an Agricultural Mitigation Program, as outlined in General Plan Policy LU-P-34. The Agricultural Mitigation Program would be implemented through adoption of an Agricultural Preservation Ordinance, which would direct how the program would be implemented by City staff. Provost & Pritchard understands that the adoption of the Agricultural Preservation Ordinance is a necessary step for projects in the Tier II and Tier III growth boundaries to move forward. With a number of active development projects located in Tier II, the City has expressed that the timeline for adoption is a consideration. While the policy language is prescriptive with relation to some of the program requirements, such as ensuring a 1:1 ratio of converted land to conserved land, there are still program parameters that require additional direction to ensure the Agricultural Preservation Ordinance meets the intent of the policy.

The scope of work, as outlined below, reflects the need to understand what options are available to the City in how the Agricultural Preservation Ordinance is structured, while meeting the intent of General Plan Policy LU-P-34 and facilitating development within the Tier II growth boundary.

## Project Team

Provost & Pritchard is partnering with BAE Urban Economics, Inc. (BAE) for this effort. BAE will be providing support to the project team regarding potential establishment of an in-lieu fee, included as an optional task in the scope of work, as well as function in an advisory capacity to support preparation for the City Council work sessions. Should the City move forward with establishing an in-lieu fee, BAE will be preparing the fee study for that effort.

## Scope of Work

Our scope of work for this effort includes the following phases, including an optional task for establishment of an in-lieu fee identified under Phase 2.

### Phase 1: Project Initiation, Management, and Research

#### Task 1.1: Kickoff Meeting and Project Management (On-going)

Successful project management begins with coordination with City staff to review and confirm the expectations of the work effort. The Provost & Pritchard team will meet with City staff to discuss the Agricultural Preservation Ordinance and proposed scope of work. In this meeting, we will:

- Discuss communication protocols and confirm key points of contact for the project;
- Confirm the objectives for the project;
- Identify key stakeholders; and
- Confirm the scope of work and schedule.

Sara Allinder will serve as the Project Manager and primary point of contact for City staff. Ongoing project management duties will include internal and external coordination, billings, record keeping, scheduling, meeting coordination, and staff work assignments. We will also provide monthly progress status reports to help facilitate staff updates to decision-makers.

##### *Task 1.1 Meetings*

- In-person meeting between City staff and up to 2 Provost & Pritchard staff; remote participation by BAE
- Scheduled coordination conference calls every two weeks or as needed between City staff and the Provost & Pritchard team

##### *Task 1.1 Deliverables*

- Kickoff meeting and coordination call summary notes
- Monthly progress status memos to accompany monthly invoices

#### Task 1.2: Outreach Materials and Project Communications

In coordination with City staff, the Provost & Pritchard team will establish communication goals and key messaging for the project, confirm where public and decision-maker engagement is targeted during the process, and confirm Provost & Pritchard team and City staff roles and responsibilities, including contact information of the primary point of contact for public outreach tasks and inquiries.

Once messaging is confirmed, the Provost & Pritchard team will proceed with the preparation of the following outreach materials and language to introduce the City of Visalia Agricultural Preservation Ordinance and, where applicable, to provide regular updates on project progress:

- **Project flyers** (8.5"x11" PDFs) to inform the community about project objectives, relevance of the Agricultural Preservation Ordinance, and how to learn more about community involvement opportunities.
- Language for posting to the **City's webpage**. Initial language will include a description of the Agricultural Preservation Ordinance, the purpose and objectives of the project, and what

information will be made available on the webpage throughout the project. Regular project updates will be provided for posting to the City's webpage, which will include: a description of project steps completed, key dates such as community workshop dates and hearings, copies of documents cleared for public access that are available for download and contact information. Language for updates will be provided as key milestones are achieved or as needed to promote community workshops and hearings.

- Language for posting to the **City's social media accounts** in a format compatible with the media platforms (Facebook, Twitter, and Instagram). Regular update language will be provided for posting to the City's social media accounts as key milestones are achieved or as needed to promote community workshops and hearings.
- Leveraging contacts lists created during the Feasibility Study process, the Provost & Pritchard team will send periodic updates via **email updates** through Constant Contact regarding the project as key milestones are achieved or as needed to promote community workshops and hearings. The Provost & Pritchard team will maintain the Constant Contact email list and share new contacts with City staff. It is expected that the City will provide email updates outside of the Constant Contact platform.

Promotion of the City of Visalia Agricultural Preservation Ordinance and distribution of the initial outreach materials as described above will commence immediately following confirmation of project messaging by City staff. Ongoing promotion and noticing of the project will begin in advance of upcoming workshops and as needed to meet all public noticing requirements for community workshops and hearings. We assume that the City will establish and maintain the project webpage as well as be responsible for mailing required public hearing notices.

#### *Task 1.2 Meetings*

- No additional meetings anticipated

#### *Task 1.2 Deliverables*

- Project flyers (up to 3 in PDF)
- Initial webpage language (1 electronic); regular updates (up to 3 electronic)
- Initial social media language (1 electronic); regular updates (up to 3 electronic)
- Emails via Constant Contact (up to 5)

### **Task 1.3: Ordinance Research and Interviews**

Building off previous research and data collection efforts conducted during the Feasibility Study process, the Provost & Pritchard team will conduct phone interviews with up to three jurisdictions that have agricultural preservation programs in place to understand and document lessons learned from their experience that may be relevant for the City to consider in the establishment of an Agricultural Preservation Ordinance, particularly in the collection, management, and expenditures of funds collected through an in-lieu fee.

Provost & Pritchard will also conduct phone interviews with up to three land trusts with experience in the coordination, purchase, management, and monitoring of agricultural conservation easements. The intent of these interviews is to further understand and document considerations for how land is selected and what impact the selection process and available tools used by the land trusts may have on how the Agricultural Preservation Ordinance is established and implemented.

Provost & Pritchard does not anticipate expanding the data mapping effort conducted during the Feasibility Study process beyond the Visalia Planning Area boundary; however, additional analysis of the existing data may be conducted to assist in establishing criteria for identifying lands that may be subject to the Agricultural Preservation Ordinance upon conversion.

#### *Task 1.3 Meetings*

- Up to 3 interviews conducted with jurisdictions with agricultural preservation programs
- Up to 3 interviews conducted with land trusts

#### *Task 1.3 Deliverables*

- Summary of interviews with jurisdictions and land trusts

## **Phase 2: Administrative Draft Agricultural Preservation Ordinance**

### **Task 2.1: City Council Work Session No. 1 – Ordinance Parameters**

Following the research and interviews conducted as part of Phase 1, the Provost & Pritchard team will conduct a work session with City Council. The purpose of the work session will be to present input received from the interviews, review and discuss the input, and receive direction on preferred parameters for the Agricultural Preservation Ordinance. The direction received from City Council will feed directly into the development of the Administrative Draft Agricultural Preservation Ordinance. Anticipated parameters to be defined during the work session include:

- Area of applicability (i.e., what lands being converted will be subject to the Agricultural Preservation Ordinance),
- Definition of “equivalent” agricultural land as used in the policy language,
- Boundaries where conservation easements may be accepted under the Agricultural Preservation Ordinance,
- Preferences for engaging with qualifying entities, and
- Allowances for payment of an in-lieu fee relative to purchase of conservation easement.

#### *Task 2.1 Meetings*

- One work session with City Council; attendance by up to 3 Provost & Pritchard team members

#### *Task 2.1 Deliverables*

- Presentation materials (PPT)

### **Task 2.2: Administrative Draft Agricultural Preservation Ordinance**

Consistent with General Plan Policy LU-P-34 and based on feedback received from the City Council work session (Task 2.1), the Provost & Pritchard team will prepare an Administrative Draft Agricultural Preservation Ordinance for review and consideration by City staff. The Administrative Draft Agricultural Preservation Ordinance will include the ordinance language for adoption and will establish clear applicability thresholds for when preservation is required for Prime Farmland or Farmland of Statewide Importance in the Tier II and Tier III Growth Boundaries; outline standards for implementation, including how preservation may be achieved and the acceptable methods for preservation (i.e., conservation easements, in-lieu fees); and establish criteria to determine what land is eligible for conservation easements to meet the intent of the Agricultural Preservation Ordinance.

Based on the direction received from City Council during the work session, the Provost & Pritchard team may establish an in-lieu fee to support implementation of the ordinance, including preparation of a fee study. Preparation of a fee study and adoption of a fee by resolution is included as an optional task below. While a fee and schedule has been estimated, should this option be directed, a detailed scope of work will be provided.

The Administrative Draft Agricultural Preservation Ordinance will be submitted to City staff for review and comment. City staff will provide the Provost & Pritchard team with comments for review and revision.

#### *Task 2.2 Meetings*

- No additional meetings anticipated

#### *Task 2.2 Deliverables*

- Administrative Draft Agricultural Preservation Ordinance in Word

### **Task 2.3: Public Review Draft Agricultural Preservation Ordinance**

The Provost & Pritchard team will prepare the Public Review Draft Agricultural Preservation Ordinance in response to comments provided by City staff. The Public Review Draft Agricultural Preservation Ordinance will be made available for a 30-day public review period. The City will receive all comments on the Public Review Draft Agricultural Preservation Ordinance and provide the Provost & Pritchard team with one consolidated set of public comments for review and revision. The Provost & Pritchard team assumes that responses will be coordinated by City staff; however, Provost & Pritchard will assist in preparing responses, if necessary.

#### *Task 2.3 Meetings*

- No additional meetings anticipated

#### *Task 2.3 Deliverables*

- Public Review Draft Agricultural Preservation Ordinance in Word

### **Task 2.4 City Council Work Session – Public Review**

The Provost & Pritchard team will facilitate a workshop during the public review period for the Public Review Draft Agricultural Preservation Ordinance. The purpose of this workshop is to respond to questions raised during the public review period and to focus on consensus building prior to final adoption.

#### *Task 2.4 Meetings*

- One work session with City Council; attendance by up to 3 Provost & Pritchard team members

#### *Task 2.4 Deliverables*

- Presentation materials (PPT)

### **Task 2.5 Final Agricultural Preservation Ordinance and City Council Hearing**

Following the close of the public review period, the Provost & Pritchard team will prepare the Final Agricultural Preservation Ordinance in response to the consolidated set of public review comments provided by City staff. The Final Draft Agricultural Preservation Ordinance will be presented to the City Council for adoption at a public hearing.



### *Task 2.5 Meetings*

- Attendance at one City Council hearing; attendance by up to 2 Provost & Pritchard team members

### *Task 2.5 Deliverables*

- Final Agricultural Preservation Ordinance

## **Optional Task: Establishment of an In-Lieu Fee**

Upon direction from the City Council, BAE will prepare a study to document the calculation of an in-lieu fee for the Agricultural Preservation Ordinance, to serve as the basis for the City to adopt an in-lieu fee that can provide projects subject to agricultural land conservation requirements an alternative to securing and dedicating agricultural conservation easements on their own.

## **Estimated Timeline**

Provost & Pritchard estimates a 7-month timeline assuming project initiation in late September 2022. Assistance requested from the City includes provision of requested data, attendance at in-person meetings, including workshops, review and comment on deliverables, consolidation of comments, and attendance at the City Council hearing for adoption. This timeline does not include implementation of the Optional Task to prepare a fee study and establish an in-lieu fee. Should the Optional Task be directed, an additional 2 months would be required, extending the overall project schedule to 9 months. This additional timeline assumes that direction is received to proceed with the Optional Task during the first City Council work session (Task 2.1).

## **Estimated Budget**

The Provost & Pritchard team will perform tasks described in the Scope of Work for the fixed fee amount of \$135,000, inclusive of the Optional Task. The Optional Task will only be initiated should City Council direct the preparation of the fee study and establishment of an in-lieu fee. Should the City not proceed with the Optional Task, the fee amount would be \$91,000.

Provost & Pritchard will invoice services monthly, on a percent-complete basis. Reimbursable expenses are included in the fixed fee amount and will be submitted for payment at cost with supporting documentation.

We look forward to working with the City on this project. Please feel free to contact me at [sallinder@ppeng.com](mailto:sallinder@ppeng.com) or (559) 449-2700 should you have any questions or require additional information.

Sincerely Yours,  
Provost & Pritchard Consulting Group



Sara Allinder, AICP  
Principal Planner



Heather Bashian, RCE  
Director of Operations



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0354

**Agenda Date:** 9/19/2022

**Agenda #:** 8.

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### Agenda Item Wording:

Request authorization to record the final map for Diamond Oaks - Unit No. 2 subdivision, located south of East Caldwell Avenue between South Burke Street and South Ben Maddox Way (126 lots); and the annexation of Diamond Oaks - Unit No. 2 into the Landscape and Lighting Assessment District No. 19-05 "Diamond Oaks" (Resolution Nos. 2022-53 and 2022-54 required). APN: 126-100-0575, 126-990-023.

**Deadline for Action:** 9/19/2022

**Submitting Department:** Community Development

### Contact Name and Phone Number:

Lupe Garcia, Civil Engineer, [lupe.garcia@visalia.city](mailto:lupe.garcia@visalia.city) <<mailto:lupe.garcia@visalia.city>>, (559)713-4197  
Jason Huckleberry, Assistant Community Development Assistant Director, [jason.huckleberry@visalia.city](mailto:jason.huckleberry@visalia.city) <<mailto:jason.huckleberry@visalia.city>>, (559)713-4495  
Paul Bernal, Community Development Director, [paul.bernal@visalia.city](mailto:paul.bernal@visalia.city) <<mailto:paul.bernal@visalia.city>>, (559)713-4025

### Department Recommendation:

Staff recommends that City Council authorize the recordation of the final map for Diamond Oaks - Unit No. 2 located south of East Caldwell Avenue between South Burke Street and South Ben Maddox Way. Staff also recommends the adoption of Resolution No. 2022-53 initiating proceedings for the annexation to the Landscape and Lighting Assessment District No. 19-05 "Diamond Oaks" and adopt Resolution No. 2022-54 ordering the improvements and levying the annual assessments for Landscape and Lighting Assessment District No. 19-05 "Diamond Oaks."

### Summary:

The final map for the 126 lot Diamond Oaks - Unit No. 2 subdivision will be subdividing 35 acres into 126 lots for residential development. This is the second and final phase for the tentative subdivision map (i.e., TSM No. 5547) Diamond Oaks. Public right-of-way improvements, including the center median along Caldwell Avenue, were installed by the first phase of Diamond Oaks. Diamond Oaks Unit No. 2 will install all frontage improvements along Ben Maddox Way excepting the pavement section which will be deferred. This final map is ready for recording. All bonds, cash payments, subdivision agreement, and final map have been submitted by the developer, Diamond Oaks Holdings LLC., and are in the possession of the City as follows: 1) An executed subdivision agreement; 2) Faithful Performance Bond in the amount of \$4,191,778.60 and Labor and Materials Bond in the amount of \$2,095,889.30; 3) cash payment of \$729,940.10 distributed to various accounts to cover City fees; and 4) final map.

The Landscape and Lighting Assessment District No. 19-05 was previously reviewed and approved as to form by the Landscape and Lighting District Committee including future annexations into the district. All new landscaping installed with this development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELO).

### Background Discussion:

The Faithful Performance Bond covers the cost of constructing the public improvements noted in the

subdivision agreement and the Labor and Material Bond covers the salaries and benefits as well as the materials supplied to install the required public improvements. As required by the Subdivision Ordinance, the Faithful Performance Bond covers 100% of the cost of the public improvements. The Labor and Material Bond is valued at 50% of the Faithful Performance Bond. A Maintenance Bond valued at 10% of the cost of the public improvements will be required prior to recording the Notice of Completion. The Maintenance Bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement. The cash payment covers Development Impact Fees such as storm water acquisition, waterways, sewer front foot fees, and any outstanding plan check and inspection fees. The plan check and inspection fees are estimated at the beginning of the final map process and are not confirmed until the subdivision agreement is finalized. Differences are due in cash at the time of City Council approval of the map.

The City of Visalia has been allowing the developers of subdivisions to form assessment districts under the Landscape and Lighting Act of 1972, and now under Proposition 218, in lieu of using homeowners associations for the maintenance of common features such as landscaping, irrigation systems, street lights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

The Landscape and Lighting Act allows for the use of summary proceedings when all the affected property owners have given their written consent to waive the requirement for a public hearing. The notice period is also waived. The owner of this development has given their written consent to waive the public hearing and form this district. The use of summary proceedings allows for the initiation of proceedings and the final annexation action of the assessment district to be acted upon together as separate resolutions.

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

**Fiscal Impact:**

The remaining 126 lots will start contributing to the landscape and lighting assessment district (L&LD 19-05) created for maintenance of common features related to this subdivision. The annual lot assessment will be \$536.93 per lot.

Please note, the assessment district is subject to an automatic annual increase derived by the following formula:

$$\text{year "n" assessment} = (\$96,646.78) (1.05)^{(n-1)}$$

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

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

**Prior Council Action:**

- On June 10, 1987, Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit

and enhance subdivisions.

- On October 04, 2004, Council authorized the request to initiate annexation procedures for the property south of Caldwell Avenue between Burke Street and Ben Maddox Way, through Annexation No. 2004-11.
- On August 01, 2011, Council authorized revisions to the Pre-Annexation Agreement for Annexation No. 2004-11 relieving the property owner from developing this property in accordance to the Southeast Area Plan (SEAP).
- On August 05, 2019, Council authorized recordation of the final map for Diamond Oaks Unit no 1 and the formation of the Landscape and Lighting Assessment District 19-05 "Diamond Oaks".

**Committee/Commission Review and Action:**

- On September 23, 2013, the Planning Commission approved the Tentative Subdivision Map for Diamond Oaks (Tentative Subdivision Map No. 5547).
- In July 2016, the Landscape and Lighting District Committee reviewed and approved as to form Landscape and Lighting Assessment District No. 19-05.

**Alternatives:**

None recommended.

**Recommended Motion (and Alternative Motions if expected):**

I move to authorize the recordation of the final map for Diamond Oaks - Unit No. 2; the adoption of Resolution No. 2022-53 initiating proceedings for the annexation to Assessment District No. 19-05 "Diamond Oaks"; and the adoption of Resolution No. 2022-54 ordering the improvements and levying the annual assessments for Assessment District No. 19-05 "Diamond Oaks".

**Environmental Assessment Status:**

Mitigated Negative Declaration (MND) No. 2013-59 was prepared for the tentative subdivision map.

**CEQA Review:**

Mitigated Negative Declaration (MND) No. 2013-59 was prepared consistent with the California Environmental Quality Act and City of Visalia Environmental Guidelines and adopted September 23, 2013.

**Attachments:**

1. Resolutions for Landscape and Lighting District documents, including:
  - a. Resolution Initiating Proceedings for Formation, Clerk's Certification and Resolution Ordering the Improvements
  - b. Exhibit A - Assessment Diagram
  - c. Exhibit B - Landscape Location Diagram
  - d. Exhibit C - Tax roll Assessment
  - e. Exhibit D - Engineer's Report

2. Location Map
3. Final Map
4. Aerial Map
5. Development Disclosure

RESOLUTION INITIATING PROCEEDINGS  
FOR ANNEXATION TO  
ASSESSMENT DISTRICT 19-05  
Diamond Oaks

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CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 19-05  
Diamond Oaks  
(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 19-05, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on September 19, 2022 by its Resolution No. 2022-\_\_\_\_.

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

Dated:

Leslie B. Caviglia, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

RESOLUTION NO. 2022-\_\_\_\_

RESOLUTION ORDERING THE IMPROVEMENTS  
AND THE ANNEXATION TO  
ASSESSMENT DISTRICT NO. 19-05  
Diamond Oaks  
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 19-05, City of Visalia, Tulare County, California, and directed the preparation and filing of the Engineer's Report on the proposed formation.
2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.
3. The owners of all land within the boundaries of the proposed annexation area to the landscape and lighting district have filed their consent to be annexed into the district, and to the adoption of the Engineer's Report and the levy of the assessments stated therein.

As stated in the Engineer's Report, the assessment amounts for the existing lots within the district will remain unchanged with the proposed annexation.

4. The City Council hereby order the improvements and the annexation to the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.
5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2022-2023.
6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:
  - a. Clerk's Certification to the County Auditor
  - b. Resolution Initiating Proceedings
  - c. Resolution Ordering Improvements
  - d. Engineer's Report:

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

PASSED AND ADOPTED: \_\_\_\_\_, 2022     Leslie B. Caviglia, CITY CLERK

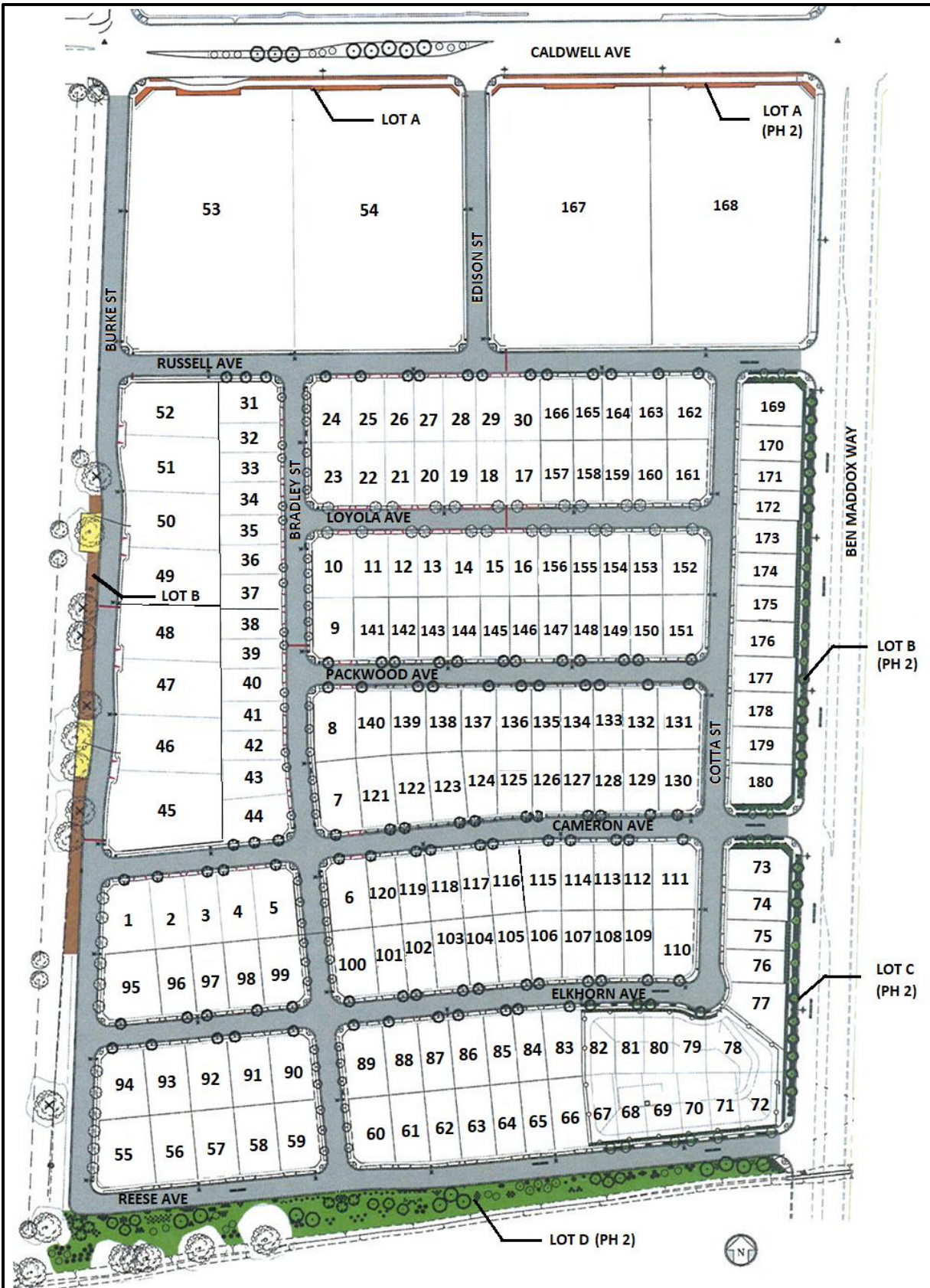
STATE OF CALIFORNIA )  
COUNTY OF TULARE    ) ss.  
CITY OF VISALIA        )

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2022-\_\_\_\_ passed and adopted by the Council of the City of Visalia at a regular meeting held on September 19, 2022.

Dated: \_\_\_\_\_ Leslie B. Caviglia, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

**Exhibit "A"**  
Assessment Diagram  
Assessment District No. 19-05, City of Visalia, Tulare County, California  
Diamond Oaks



**Exhibit "B"**  
Landscape Location Diagram  
Assessment District No. 19-05; City of Visalia, Tulare County, California  
Diamond Oaks



**Exhibit “C”**  
**Tax Roll Assessment**  
**Assessment District No. 19-05; City of Visalia, Tulare County, California**  
**Diamond Oaks**  
**Fiscal Year 2022-2023**

<b>APN</b>	<b>ASSESSMENT</b>	<b>OWNER</b>	<b>LOT #</b>	<b>DISTRICT</b>
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05055	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05056	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05057	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05058	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05059	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05060	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05061	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05062	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05063	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05064	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05065	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05066	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05067	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05068	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05069	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05070	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05071	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05072	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05073	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05074	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05075	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05076	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05077	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05078	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05079	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05080	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05081	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05082	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05083	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05084	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05085	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05086	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05087	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05088	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05089	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05090	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05091	19-05 Diamond Oaks



**Exhibit "C"**  
**Tax Roll Assessment**  
**Assessment District No. 19-05; City of Visalia, Tulare County, California**  
**Diamond Oaks**  
**Fiscal Year 2022-2023**

<b>APN</b>	<b>ASSESSMENT</b>	<b>OWNER</b>	<b>LOT #</b>	<b>DISTRICT</b>
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05092	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05093	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05094	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05095	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05096	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05097	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05098	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05099	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05100	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05101	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05102	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05103	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05104	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05105	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05106	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05107	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05108	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05109	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05110	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05111	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05112	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05113	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05114	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05115	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05116	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05117	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05118	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05119	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05120	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05121	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05122	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05123	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05124	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05125	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05126	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05127	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05128	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05129	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05130	19-05 Diamond Oaks

**Exhibit “C”**  
**Tax Roll Assessment**  
**Assessment District No. 19-05; City of Visalia, Tulare County, California**  
**Diamond Oaks**  
**Fiscal Year 2022-2023**

<b>APN</b>	<b>ASSESSMENT</b>	<b>OWNER</b>	<b>LOT #</b>	<b>DISTRICT</b>
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05131	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05132	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05133	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05134	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05135	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05136	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05137	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05138	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05139	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05140	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05141	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05142	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05143	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05144	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05145	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05146	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05147	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05148	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05149	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05150	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05151	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05152	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05153	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05154	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05155	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05156	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05157	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05158	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05159	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05160	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05161	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05162	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05163	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05164	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05165	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05166	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05167	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05168	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05169	19-05 Diamond Oaks

**Exhibit "C"**  
Tax Roll Assessment  
Assessment District No. 19-05; City of Visalia, Tulare County, California  
Diamond Oaks  
Fiscal Year 2022-2023

TBD	\$536.93	Diamond Oaks Holdings LLC	19-05170	19-05 Diamond Oaks
<b><u>APN</u></b>	<b><u>ASSESSMENT</u></b>	<b><u>OWNER</u></b>	<b><u>LOT #</u></b>	<b><u>DISTRICT</u></b>
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05171	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05172	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05173	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05174	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05175	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05176	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05177	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05178	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05179	19-05 Diamond Oaks
TBD	\$536.93	Diamond Oaks Holdings LLC	19-05180	19-05 Diamond Oaks

**Exhibit “D”**  
Engineer’s Report  
Assessment District No. 19-05; City of Visalia, Tulare County, California  
Diamond Oaks

General Description

This Assessment District (19-05, Diamond Oaks) is located south of Caldwell Avenue between Burke Street and Ben Maddox Way. Exhibit “A” is a map of Assessment District 19-05. This district includes the maintenance of shrub areas, irrigation systems, street trees, landscape trees, block walls, street lights, pavement on local streets, and any other applicable equipment or improvements; see Exhibit “B”. The maintenance of irrigation systems and block wall includes, but is not limited to, maintaining the structural and operational integrity of these features and repairing any acts of vandalism (graffiti, theft or damage) that may occur. This District also includes the preventive maintenance of all internal local streets by means including, but not limited to overlays, cape seals, crack seals, and reclamite (oiling). The total number of lots within the district is 180, of which the remaining 126 will be assessed for Fiscal Year 2022-2023.

Determination of Benefit

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

Method of Apportionment

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

Estimated Costs

The estimated costs to maintain the District includes the costs to maintain landscaping, street trees, landscape trees, street lights, block walls, and pavement on local streets. The regular preventive maintenance of pavement on local streets is based on the following schedule: Reclamite on a 6 year cycle, Crack Seal on an 8 year cycle; Cape Seal on a 15 year cycle and Overlays on a 20 year cycle.

**Exhibit "D"**  
**Engineer's Report**  
**Assessment District No. 19-05; City of Visalia, Tulare County, California**  
**Diamond Oaks**

The quantities and estimated costs are as follows:

<u>Description</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>	<u>Total Cost</u>
Turf Area	Sq. Ft.	0	\$0.160	\$0.00
Shrub Area	Sq. Ft.	97,165	\$0.160	\$15,546.40
Water	Sq. Ft.	94,575	\$0.085	\$8,038.88
Electricity	Sq. Ft.	94,575	\$0.012	\$1,134.90
Landscape Trees	Each	95	\$44.00	\$4,180.00
Interior Street Tree	Each	252	\$44.00	\$11,088.00
Street Lights	Each	42	\$135.60	\$5,695.20
Reclamite (6 year cycle)	Sq. Yd.	39,059	\$0.750	\$1,464.71
Crack Seal (8 year cycle)	Sq. Yd.	39,059	\$0.420	\$820.24
Cape Seal (15 year cycle)	Sq. Yd.	39,059	\$6.750	\$13,182.41
2.0" Overlay (20 year cycle)	Sq. Yd.	39,059	\$9.990	\$19,509.97
Project Management Costs	Lots	180	\$40.00	\$7,200.00
TOTAL				\$87,860.71
10% Reserve Fund				\$8,786.07
GRAND TOTAL				\$96,646.78
NUMBER OF LOTS				180
ANNUAL PER LOT ASSESSMENT				\$536.93

Annual Cost Increase

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

$$\text{year "n" assessment} = (\$96,646.78) (1.05)^{(n-1)}$$

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

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

**Exhibit “D”**  
**Engineer’s Report**  
Assessment District No. 19-05; City of Visalia, Tulare County, California  
Diamond Oaks

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

Example 1) The year four estimated costs are \$105,344.99 [a 9% increase over the base year assessment of \$96,646.78]. The ceiling on the assessment increase for year four would be \$111,880.72 [ceiling =  $(\$96,646.78) (1.05)^{(4-1)}$ ]. The assessment would be set at \$105,344.99 or the actual cost of providing the maintenance effort.

Example 2) The year four assessment is estimated at the actual cost of providing the maintenance effort of \$109,921.86 [a 7% increase over the previous year assessment and a 13.0% increase over the base year assessment]. The ceiling on the assessment increase for year four would be \$111,880.72 [ceiling =  $(\$96,646.78) (1.05)^{(4-1)}$ ]. The assessment would be set at \$109,921.86 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3) The year four assessment is \$105,344.99 [a 9% increase over the base year assessment of \$96,646.78] and damage occurred to the masonry wall raising the year five assessment to \$128,520.88 [a 22% increase over the previous year assessment]. The year five assessment will be capped at \$115,879.49, a 10% increase over the previous year and under the ceiling of \$117,474.77 [ceiling =  $(\$96,646.78) (1.05)^{(5-1)}$ ]. The difference of \$11,046.11 will be recognized as a deficit and carried over into future years’ assessment.

City Engineer Certification

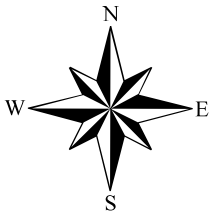
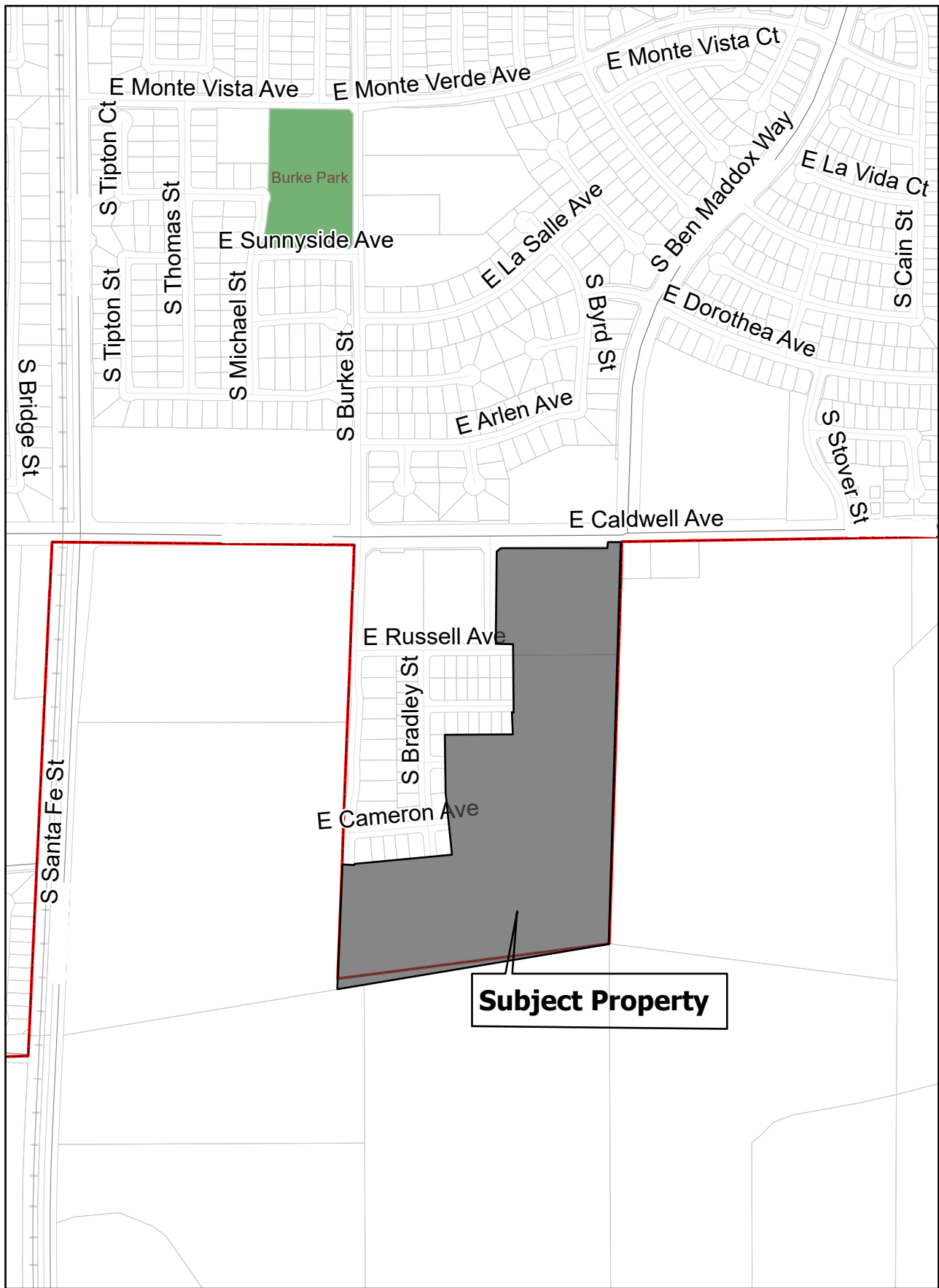
I hereby certify that this report was prepared under my supervision and this report is based on information obtained from the improvement plans of the subject development.

---

Frank Senteno  
City Engineer

Date





## Location Map Diamond Oaks - Unit NO. 2



J:\Users\20118118075\OneDrive\Map-PH-203.dwg 9/1/2022 8:46:31 AM

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. RIGHT OF WAY FOR BRADLEY STREET, BURKE STREET, CALDWELL AVENUE, CAMERON AVENUE, COTTA STREET, LOYOLA AVENUE, PACKWOOD AVENUE, REESE AVENUE, ELKHORN AVENUE, RUSSELL AVENUE AND BEN MADDOX WAY IN FEE TO THE CITY OF VISALIA.
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITIES EASEMENT).
3. LOTS 'A', 'B', 'C' AND 'D' IN FEE TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES.
4. BLOCK WALL FOOTING EASEMENTS IN FAVOR OF THE CITY OF VISALIA, AS SHOWN HEREON.
5. PUBLIC SIDEWALK EASEMENT IN FAVOR OF THE CITY OF VISALIA, AS SHOWN HEREON.

FOR: DIAMOND OAKS HOLDINGS, LLC

BY: BOB D. AUSHERMAN, General Partner DATE

CALIFORNIA NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

COUNTY OF

ON , 20

BEFORE ME,

, A NOTARY PUBLIC

PERSONALLY APPEARED:

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

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

WITNESS MY HAND.

SIGNATURE OF NOTARY PUBLIC

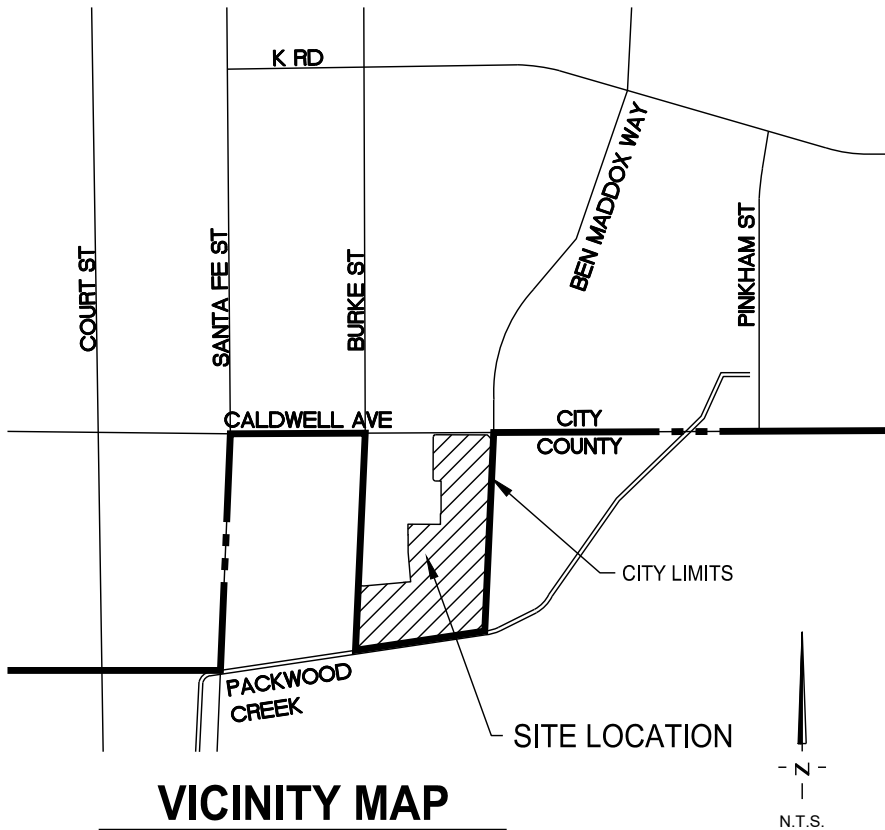
PRINT NAME

COUNTY OF PRINCIPAL PLACE OF BUSINESS:

DATE COMMISSION EXPIRES:

COMMISSION NO.

NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436 (C) OF THE SUBDIVISION MAP ACT.



VICINITY MAP

BENEFICIARY'S STATEMENT

THE UNDERSIGNED, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED MARCH 8, 2022 AS INSTRUMENT NUMBER 2022-0015162, OF OFFICIAL RECORDS AND MODIFIED BY DOCUMENT RECORDED APRIL 5, 2022 AS INSTRUMENT NUMBER 2022-0021240, OF OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATIONS THEREON.

FOR: D.R. HORTON CA3, INC., A DELAWARE CORPORATION

BY: DATE

CALIFORNIA NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

COUNTY OF

ON , 20

BEFORE ME,

, A NOTARY PUBLIC

PERSONALLY APPEARED:

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

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

WITNESS MY HAND.

SIGNATURE OF NOTARY PUBLIC

PRINT NAME

COUNTY OF PRINCIPAL PLACE OF BUSINESS:

DATE COMMISSION EXPIRES:

COMMISSION NO.

NO NOTARY SEAL REQUIRED PURSUANT TO SEC. 66436 (C) OF THE SUBDIVISION MAP ACT.

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE DAY OF , 20 , AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC,

ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, LOTS 'A', 'B', 'C', 'D', BLOCK WALL FOOTING EASEMENTS AND PUBLIC SIDEWALK EASEMENT;

AND ACCEPTING THE PUBLIC UTILITIES EASEMENTS;

AND CONSENTING TO THE ABANDONMENT OF THE IRREVOCABLE OFFER OF DEDICATION IN FEE INTEREST PER INSTRUMENT RECORDED AS DOCUMENT NO. 2017-0048527 & DOCUMENT NO. 2017-0048528, O.R.T.C.R., THE EASEMENT FOR TEMPORARY TURNAROUND PURPOSES RECORDED AS DOCUMENT NO. 2019-0047509, O.R.T.C.R. AND THE EASEMENT FOR STORM DRAIN PURPOSES RECORDED AS DOCUMENT NO. 2019-0047508, O.R.T.C.R.

ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THE MAP.

LESLIE B. CAVIGLIA  
CITY MANAGER/CITY CLERK

CHIEF DEPUTY CITY CLERK

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 19-05, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

NOTICE OF ABANDONMENT

PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING IRREVOCABLE OFFER OF DEDICATION INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THE MAP.

1. IRREVOCABLE OFFER OF DEDICATION IN FEE INTEREST RECORDED AS DOC. NO. 2017-0048527, O.R.T.C.R.
2. IRREVOCABLE OFFER OF DEDICATION IN FEE INTEREST RECORDED AS DOC. NO. 2017-0048528, O.R.T.C.R.
3. EASEMENT FOR TEMPORARY TURNAROUND PURPOSES PER INSTRUMENT RECORDED AS DOC. NO. 2019-0047509, O.R.T.C.R.
4. EASEMENT FOR STORM DRAIN PURPOSES PER INSTRUMENT RECORDED AS DOC. NO. 2019-0047508, O.R.T.C.R.

BUILDING RESTRICTIONS

LOTS 67 THROUGH 72 AND 78 THROUGH 82 ARE SUBJECT TO TEMPORARY BUILDING RESTRICTIONS AS SET OUT IN DECLARATION OF TEMPORARY BUILDING RESTRICTIONS, RECORDED , 20 , AS FILE NO. 20 - AND AS REFERENCED TO ON THIS MAP.

LOTS 67 THROUGH 72 AND 78 THROUGH 82 CONTAIN A TEMPORARY STORM DRAINAGE BASIN INTENDED TO SERVE THE DRAINAGE NEEDS OF THE PUBLIC STREETS AND LOTS WITHIN THE SUBDIVISION. A TEMPORARY STORM DRAINAGE EASEMENT OVER LOTS 67 THROUGH 72 AND 78 THROUGH 82 IS GRANTED TO THE CITY OF VISALIA. THE CITY'S RECORDING OF THE CANCELLATION DOCUMENT FOR THE ABOVE REFERENCED DECLARATION OF TEMPORARY BUILDING RESTRICTIONS WILL ALSO SERVE AS THE CITY'S ABANDONMENT OF THE TEMPORARY STORM DRAINAGE EASEMENT.

DIAMOND OAKS - UNIT NO. 2

TSM 5547

CUP NO. 2013-17

BEING A DIVISION OF REMAINDER 1 & REMAINDER 2 OF DIAMOND OAKS - UNIT NO. 1, RECORDED IN VOLUME 44 OF MAPS, AT PAGE 32, T.C.R. SITUATED IN THE NE 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

OWNER: DIAMOND OAKS HOLDINGS, LLC, A LIMITED LIABILITY COMPANY  
1441 S. MOONEY BLVD.  
VISALIA, CA 93277  
(559) 732-9000

ENGINEER/SURVEYOR: LANE ENGINEERS, INC.  
979 NORTH BLACKSTONE STREET  
TULARE, CA 93274  
(559) 688-5263

SEPTEMBER 2022

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DIAMOND OAKS HOLDINGS, LLC ON MARCH 11, 2018, AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED ON OR BEFORE JULY 1, 2024 AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BENJAMIN R. MULLINS, PLS 9227

DATE

CITY SURVEYOR'S STATEMENT

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

JON GORDON CRAWFORD, CITY SURVEYOR, RCE 32935

DATE

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO TENTATIVE SUBDIVISION MAP NO. 5547 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON SEPTEMBER 23, 2013.

PAUL BERNAL, CITY PLANNER

DATE

BOARD OF SUPERVISOR'S STATEMENT

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

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/  
CLERK OF THE BOARD OF SUPERVISORS  
DATED THIS DAY OF , 20

BY: DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO: FEE PAID:

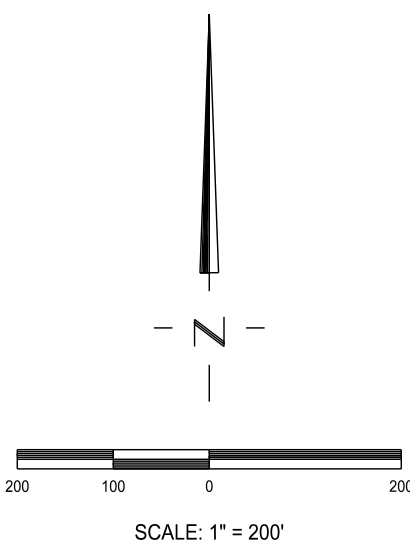
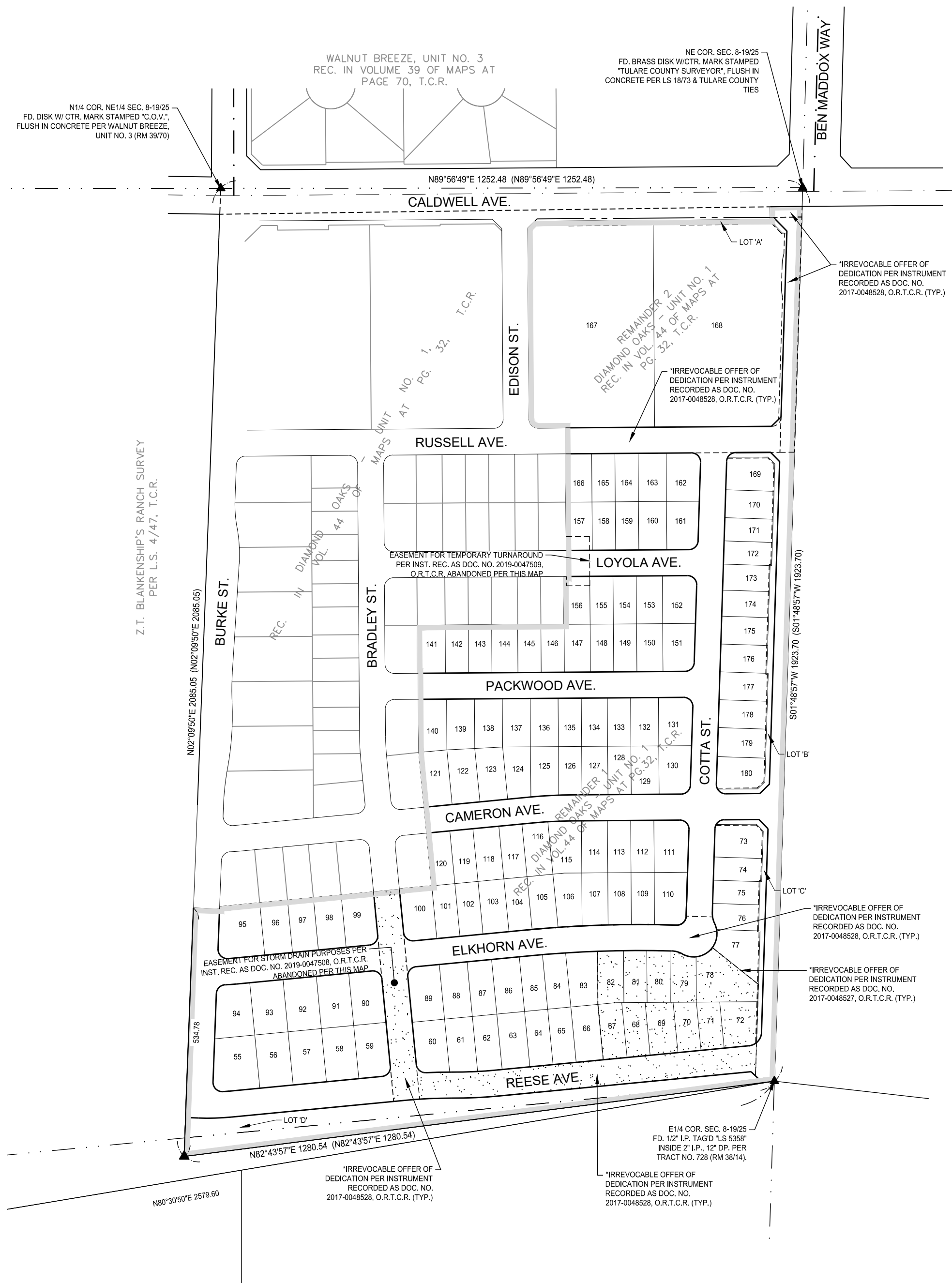
FILED THIS DAY OF , 202 , AT , M. IN VOLUME OF MAPS, AT PAGE TULARE COUNTY RECORDS, AT THE REQUEST OF LANE ENGINEERS, INC.

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

BY: DEPUTY

SHEET 1 OF 6  
JOB NO. 18075

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**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE TO THE CALIFORNIA SURVEYING AND DRAFTING, INC. VIRTUAL SURVEY NETWORK, EPOCH DATE 2007.

**GRID TO GROUND CONVERSION**

DISTANCES SHOWN ON THIS MAP ARE "GRID DISTANCES," AND SHOULD BE CONVERTED TO "GROUND" DISTANCES IN ORDER TO BE COMPATIBLE WITH MEASUREMENTS MADE ON THE GROUND USING CONVENTIONAL SURVEYING TECHNIQUES. TO OBTAIN "GROUND" DISTANCES, DIVIDE THE "GRID" DISTANCE BY THE "COMBINATION FACTOR" OF 0.99994195.

**LEGEND**

- FOUND 1/2" REBAR TAGGED "PLS 9227", 6" DEEP (UNLESS NOTED OTHERWISE).
- SET BRASS DISK IN CONCRETE PER CITY STANDARD STAMPED "PLS 9227".
- FOUND 3/4" I.P. TAGGED "PLS 9227", 6" DEEP PER DIAMOND OAKS UNIT NO. 1, REPLACED WITH BRASS DISK IN CONCRETE PER CITY STANDARD STAMPED "PLS 9227".
- NO MONUMENT SET AT THIS TIME.
- SET 3.00 FT. WITNESS CORNER (1/2" REBAR 6" DEEP TAGGED "PLS 9227").
- RECORD DATA PER DIAMOND OAKS - UNIT NO. 1, RECORDED IN VOLUME 44 OF MAPS, AT PAGE 32, T.C.R. (OR CALCULATED THEREFROM)
- P.U.E. PUBLIC UTILITIES EASEMENT.
- PORTION OF IRREVOCABLE OFFER OF DEDICATION TO BE ABANDONED.
- DENOTES LOTS THAT ARE SUBJECT TO THE TEMPORARY BUILDING RESTRICTION PER INSTRUMENT RECORDED AS DOC. NO. 20\_\_\_\_\_, O.R.T.C.R.
- STORM DRAIN EASEMENT PER INSTRUMENT RECORDED AS DOC. NO. 2019-0047508, O.R.T.C.R. TO BE ABANDONED BY THIS MAP.
- SET 1/2" REBAR 6" DEEP TAGGED "PLS 9227" AT ALL LOT CORNERS AND POINTS OF CURVATURE.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- BOLD LINE INDICATES SUBDIVISION LIMITS.

**NON-PLOTTABLE AGREEMENT THAT MAY AFFECT SUBJECT PROPERTY**

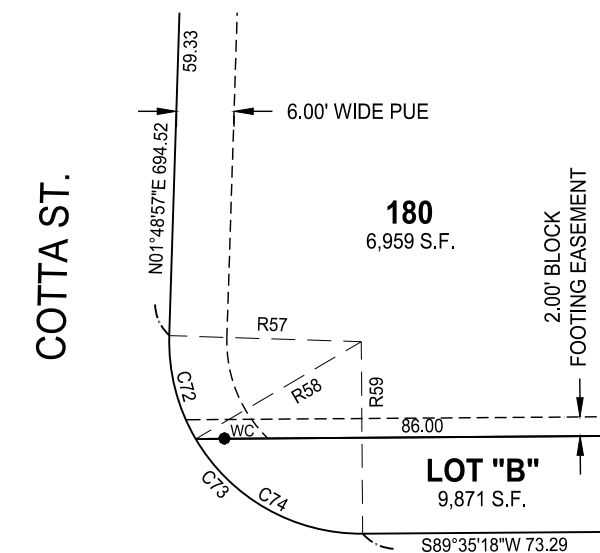
- EASEMENT FOR CANAL PURPOSES AND RIGHT OF WAY FOR WATER DITCH 14 FEET WIDE ON THE BOTTOM WITH SUFFICIENT SLOPE TO PROTECT THE EMBANKMENT OF SAME, IN FAVOR OF TULARE IRRIGATION COMPANY, RECORDED APRIL 25, 1903 IN BOOK 111 OF DEEDS, PAGE 445, O.R.T.C.R.

**FLOOD HAZARD ZONE**

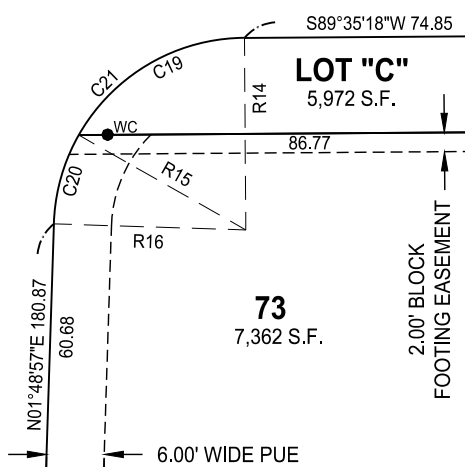
AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0945E) FOR COMMUNITY NO. 065066, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X (SHADED), WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOODING, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1% ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEES.

THIS PARCEL WAS LOCATED IN THE CITY OF VISALIA AT THE TIME OF THE RATE MAP, AND SHOULD HAVE BEEN IDENTIFIED TO BE IN THE CITY OF VISALIA, COMMUNITY NO. 060409.





CAMERON AVE.



Site plan of 141 Packwood Ave. The plan shows a residential lot with a 6.00' wide PUE (Public Utility Easement) on the right side. The lot is bounded by N00°24'42"W 103.00' on the left and N00°24'59"W 28.00' on the bottom. A dashed line indicates a 6.00' wide PUE. The lot is labeled 141, 6,180 S.F. A survey point L17 is marked on the left boundary. The street is labeled PACKWOOD AVE.

**SHEET 4 OF 6**  
JOB NO. 18075







LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N87°50'10"W	28.00
L2	N84°30'00"E	11.17
L3	N46°50'31"W	26.42
L4	S1°48'57"W	6.18
L5	N44°17'53"W	27.73
L6	N44°17'53"W	20.80
L7	S87°50'10"E	28.00
L8	S87°50'10"E	28.00
L9	N2°09'50"E	5.00
L10	N84°30'00"E	28.00
L11	N84°30'00"E	28.00
L12	S5°30'00"E	1.00
L13	N5°30'00"W	28.00
L14	N5°30'00"W	28.00
L15	N0°24'42"W	28.00
L16	N0°24'42"W	28.00
L17	S89°35'18"W	1.54
L18	N89°35'18"E	6.00
L19	N0°24'42"W	28.00
L20	N0°24'42"W	28.00
L21	N0°24'42"W	28.00
L22	N0°24'42"W	28.00
L23	N44°35'18"E	21.21
L24	N44°35'18"E	21.65
L25	S0°24'42"E	3.33
L26	N0°24'42"E	3.33
L27	N0°24'42"W	3.33
L28	S0°24'42"E	3.33
L29	N44°17'53"W	33.08
L30	N88°11'03"W	10.00
L31	N44°17'53"W	41.59
L32	N45°42'07"E	28.83
L33	S44°17'53"E	27.73
L34	N44°17'53"W	20.80
L35	N45°42'07"E	28.83
L36	N45°42'07"E	21.62
L37	S0°47'33"E	5.00
L38	S89°35'18"W	6.62
L39	S88°11'03"E	47.96

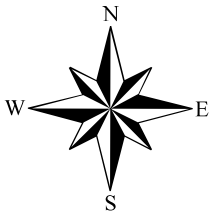
CURVE TABLE			
CURVE #	LENGTH	DELTA	RADIUS
C1	70.63	7°39'50"	528.00
C2	66.88	7°39'50"	500.00
C3	33.54	96°05'45"	20.00
C4	12.92	1°34'05"	472.00
C5	31.42	90°00'00"	20.00
C6	30.50	87°22'40"	20.00
C7	51.05	2°50'43"	1028.00
C8	100.04	5°43'55"	1000.00
C9	97.24	5°43'55"	972.00
C10	4.74	0°15'52"	1028.00
C11	55.43	3°16'02"	972.00
C12	41.81	2°27'53"	972.00
C13	100.04	5°43'55"	1000.00
C14	102.84	5°43'55"	1028.00
C15	97.24	5°43'55"	972.00
C16	18.06	34°29'40"	30.00
C17	25.23	48°11'23"	30.00
C18	43.29	82°41'03"	30.00
C19	20.94	60°00'00"	20.00
C20	9.69	27°46'21"	20.00
C21	30.64	87°46'21"	20.00
C22	24.10	27°37'01"	50.00
C23	13.47	15°26'26"	50.00
C24	41.00	46°58'57"	50.00
C25	41.47	47°31'16"	50.00
C26	30.78	35°16'10"	50.00
C27	126.72	145°12'49"	50.00
C28	24.27	27°48'31"	50.00
C29	3.28	0°04'34"	2472.00
C30	50.01	1°09'34"	2472.00
C31	50.00	1°09'32"	2472.00
C32	56.01	1°17'53"	2472.00
C33	68.75	1°35'36"	2472.00
C34	50.01	1°09'33"	2472.00
C35	28.43	0°39'32"	2472.00
C36	31.42	90°00'00"	20.00
C37	31.42	90°00'00"	20.00
C38	24.32	2°38'20"	528.00

CURVE TABLE			
CURVE #	LENGTH	DELTA	RADIUS
C39	29.66	84°58'30"	20.00
C40	66.88	7°39'50"	500.00
C41	33.54	96°05'45"	20.00
C42	12.92	1°34'05"	472.00
C43	31.42	90°00'00"	20.00
C44	31.42	90°00'00"	20.00
C45	11.46	0°15'35"	2528.00
C46	56.01	1°16'09"	2528.00
C47	51.91	1°10'36"	2528.00
C48	56.03	1°16'11"	2528.00
C49	50.00	1°08'00"	2528.00
C50	50.00	1°08'00"	2528.00
C51	47.35	1°04'23"	2528.00
C52	31.42	89°59'57"	20.00
C53	32.19	92°13'39"	20.00
C54	53.41	3°08'54"	972.00
C55	32.91	1°56'24"	972.00
C56	86.32	5°05'18"	972.00
C57	1.60	0°05'21"	1028.00
C58	60.11	3°21'01"	1028.00
C59	29.58	1°38'56"	1028.00
C60	91.29	5°05'18"	1028.00
C61	88.81	5°05'18"	1000.00
C62	30.64	87°46'21"	20.00
C63	32.19	92°13'39"	20.00
C64	30.64	87°46'21"	20.00
C65	32.19	92°13'39"	20.00
C66	30.64	87°46'21"	20.00
C67	32.19	92°13'39"	20.00
C68	31.42	90°00'00"	20.00
C69	20.94	60°00'00"	20.00
C70	9.69	27°46'21"	20.00
C71	30.64	87°46'21"	20.00
C72	11.25	32°13'39"	20.00
C73	32.19	92°13'39"	20.00
C74	20.94	60°00'00"	20.00
C75	55.79	3°06'35"	1028.00

RADIAL TABLE	
RADIAL #	BEARING
R1	N87°50'10"W (R)
R2	S3°55'55"E (R)
R3	S5°30'00"E (R)
R4	S5°30'00"E (R)
R5	N84°30'00"E (R)
R6	S84°30'00"W (R)
R7	S2°52'40"E (R)
R8	N5°30'00"W (R)
R9	N0°13'55"E (R)
R10	S5°30'00"E (R)
R11	S5°30'00"E (R)
R12	S39°59'40"E (R)
R13	S88°11'03"E (R)
R14	N0°24'42"W (R)
R15	N60°24'42"W (R)
R16	N88°11'03"W (R)
R17	N88°11'03"W (R)
R18	N64°11'56"E (R)
R19	N29°24'45"E (R)
R20	N1°36'14"E (R)
R21	N1°48'57"E (R)
R22	N5°30'00"W (R)
R23	N5°30'00"W (R)
R24	S84°30'00"W (R)
R25	N84°30'00"E (R)
R26	N5°30'00"W (R)
R27	N2°51'40"W (R)
R28	N87°50'10"W (R)
R29	N87°50'10"W (R)
R30	S3°55'55"E (R)
R31	S5°30'00"E (R)
R32	N84°30'00"E (R)
R33	S84°30'00"W (R)
R34	S5°30'00"E (R)
R35	S88°11'03"E (R)
R36	S88°11'03"E (R)
R37	N0°24'42"W (R)
R38	N0°24'42"W (R)
R39	N5°30'00"W (R)
R40	S0°24'42"E (R)
R41	S88°11'03"E (R)

RADIAL TABLE	
RADIAL #	BEARING
R42	S88°11'03"E (R)
R43	N0°24'42"W (R)
R44	S0°24'42"E (R)
R45	S88°11'03"E (R)
R46	S88°11'03"E (R)
R47	S0°24'42"E (R)
R48	S0°24'42"E (R)
R49	S88°11'03"E (R)
R50	S88°11'03"E (R)
R51	N0°24'42"W (R)
R52	S0°24'42"E (R)
R53	S89°35'18"W (R)
R54	N0°24'42"W (R)
R55	N88°11'03"W (R)
R56	N60°24'42"W (R)
R57	N88°11'03"W (R)
R58	S59°35'18"W (R)
R59	S0°24'42"E (R)
R60	S1°48'54"W (R)
R61	S5°30'00"E (R)
R62	N0°01'57"W (R)
R63	S3°02'07"E (R)
R64	N79°38'22"E (R)
R65	S53°22'41"E (R)
R66	S5°51'25"E (R)
R67	N1°31'40"E (R)
R68	N0°22'06"E (R)
R69	N0°47'26"W (R)
R70	N2°05'19"W (R)
R71	N3°40'55"W (R)
R72	N4°50'28"W (R)
R73	N5°14'25"W (R)
R74	N3°58'16"W (R)
R75	N2°47'40"W (R)
R76	N1°31'29"W (R)
R77	N0°23'29"W (R)
R78	N0°44'31"E (R)
R79	N3°33'36"W (R)
R80	N5°24'39"W (R)
R81	N2°03'38"W (R)
R82	S2°09'50"W (R)





# Aerial Map Diamond Oaks - Unit NO. 2







## CITY OF VISALIA Disclosure Development Project

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

### SITE:

Address or APN(s): 126-990-023 & 126-100-057

Short Title or Name of proposed project: Diamond Oaks Holdings, LLC Unit 2

Summary description of the proposed project: Development of barren land into finished lots with associated infrastructure for single and multi-family homes.

### PROPERTY OWNER(S):

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

Name (print) Diamond Oaks Holdings, LLC

Name (print) \_\_\_\_\_

Mailing Address 1441 South Mooney Blvd., Suite D  
Visalia, CA 93277-4486

Mailing Address \_\_\_\_\_

Phone 559-732-9000

Phone \_\_\_\_\_

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

08/08/2022  
Date

[Signature]  
Property Owner Signature

Nelson Wong Managing Member  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Print Name & Title

### OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to D.R. Horton, TBD  
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder D.R. Horton, TBD

Mailing Address 419 W Murray Avenue, Visalia CA 93291, TBD

Phone 559-636-9850 Fax \_\_\_\_\_

**NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:**

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

Bob Ausherman, Jr.	Managing Member
Nelson Wong	Managing Member
Derek Chau	Managing Member

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



CITY OF VISALIA  
Disclosure Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name Diamond Oaks Holdings, LLC

Firm Address 1441 S. Mooney Blvd., Suite D Visalia, CA 93277-4486

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:

<u>Bob Ausherman, Jr.</u>	<u>Managing Member</u>
<u>Nelson Wong</u>	<u>Managing Member</u>
<u>Derek Chau</u>	<u>Managing Member</u>

DCW Contractors, Inc.

MHGE Hoffman General Engineering


Davis and Roberts

Lane Engineering, Inc.

Quad Knopf, Inc.

Landscapes Plus, Inc.

08/08/2022  
Date

  
Signature  
Nelson Wong Managing Member  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name & Title





# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0355

**Agenda Date:** 9/19/2022

**Agenda #:** 9.

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### **Agenda Item Wording:**

Second reading and adoption of Ordinance 2022-07 of proposed additions and revisions of Visalia Municipal Code chapter 8.28, Solid Waste Collection and Disposal. Additions incorporate recent Senate Bill (SB) 1383 regulations related to edible food recovery.

**Deadline for Action:** 9/6/2022

**Submitting Department:** Public Works

### **Contact Name and Phone Number:**

Jason Serpa, Public Works Manager, [jason.serpa@visalia.city](mailto:jason.serpa@visalia.city), 713-4533

Wyndi Ferguson, Interim Public Works Director, [wyndi.ferguson@visalia.city](mailto:wyndi.ferguson@visalia.city), 713-4186

### **Department Recommendation:**

Staff recommends that Council adopt the updated and revised Chapter 8.28 Solid Waste Collection and Disposal to bring the code up to date with current state regulations required in SB 1383.

### **Background Discussion:**

City staff has been working to ensure the City is in compliance with the regulations set forth in Senate Bill (SB) 1383. Although the new regulations are challenging to many jurisdictions, City staff has worked closely with California's Department of Resources Recycling and Recovery (CalRecycle) and the City Attorney's Office to update Chapter 8.28 of the City's Municipal Code, *Solid Waste Collection and Disposal*. This work was to enable the City to have enforceable ordinances in place for the regulations that CalRecycle has required.

The purpose of SB 1383 is to reduce the amount of organic waste that makes its way to landfills. When buried in landfills, organic wastes (including paper, cardboard, food scraps, food soiled paper, yard trimmings, and other organic-based wastes) emit 20% of the state's methane, a climate super pollutant 84 times more potent than carbon dioxide. This organic waste makes up half of what Californians send to the landfill and reducing that can have a direct impact to our climate, especially in the San Joaquin Valley.

The final rulemaking for SB 1383 was completed by CalRecycle on November 3, 2020, with the final text of the regulations published in February 2021. Fortunately for the City of Visalia, solid waste programs and policies already in place contribute to the community being well on the way towards compliance with SB 1383. In June of 2018, City Council adopted City Ordinance 2018-03 which revised much of the Solid Waste Ordinances, and also adopted mandatory organics waste collection, a key component of SB 1383. In April of 2022, Council adopted Ordinance 2022-05 which updated the mandatory recycling sections to the more stringent thresholds set forth by CalRecycle. However, there are two other components of SB 1383 that CalRecycle has identified and prioritized



for the City to address. The sections that CalRecycle has identified for the City to address are as follows:

- Requirements for Commercial Edible Food Generators (Section 9 in Model Ordinance)
- Requirements for Food Recovery Organizations, Services and Jurisdictions (Section 10 in Model Ordinance)

To aid this effort, the City has the benefit of a model ordinance developed by CalRecycle (included as attachment) which includes language from the SB 1383 regulations highlighted for jurisdictions, provided to ensure ordinance revisions conform to the regulations. The major changes recommended by staff utilize language directly from the model ordinance.

As an important side note, even though CalRecycle has identified these components to be addressed with enforceable ordinances, they have also communicated to the City that the Procurement component of SB 1383 must be addressed. Even though the City has a Procurement policy that closely conforms to CalRecycle's model, staff recognizes that there are operational changes and small edits to the policy that still need to be done to comply with the new regulations.

### Ordinance Update Focus

The update to Chapter 8.28 of the City ordinance is focused on revisions and additions to SB 1383 only. New sections added as required, reflect language provided by CalRecycle in the model ordinance sections above with minor modifications as needed to individualize the regulations to the City of Visalia.

In addition, updating the City's Municipal Code incorporates some necessary definitions of SB 1383 language to be added to section 8.28.020 *Definitions*.

With the shortened time available to amend Chapter 8.28 to bring it into compliance with SB 1383, staff is recommending the approach of adding sections to the existing chapter for Solid Waste Collection and Disposal instead of creating a new chapter altogether. Because the regulations associated with SB 1383 impact many waste program policies within the City, and since the enforcement of these regulations is referenced to the enforcement section within the chapter, it is a less weighty task of adding them to the existing chapter.

### Enforcement

Most changes required by SB 1383 are highly prescriptive and offer little room for customization by jurisdictions. It is important to note that the enforcement process for violations of SB 1383 regulations will be required by all jurisdictions beginning in January 2024. Prior to that date, jurisdictions can undertake their own process, or focus on an education only approach.

SB 1383 specifies the penalties and steps for enforcement of violations related to organic wastes. These penalties are a range, with the minimum and maximum penalties included here:

- First Violation - \$50.00 - \$100.00
- Second Violation - \$100.00 - 200.00
- Third Violation - \$250.00 - \$500.00

Currently, the City's Section of Chapter 8.28 that references enforcement is already in compliance and has a similar truncated process for violations. The current City Ordinance regarding enforcement presently reads as follows:

*B. Any person convicted of any infraction of this chapter shall be punished by:*

- 1. A fine not exceeding fifty dollars (\$50.00) for a first violation;*
- 2. A fine not exceeding one hundred dollars (\$100.00) for the second violation of this chapter within one year; and*
- 3. A fine not exceeding two hundred fifty dollars (\$250.00) for each additional violation of this chapter within one year. Each day a violation continues shall be regarded as a new and separate offense.*

To streamline all sections within Chapter 8.28, this section is referenced when pointing to enforcement to save repetitiveness within the Code. It is referenced in the same way in the sections listed in this update. It is important to note that the Solid Waste enforcement policy issues a warning to give the resident/manager/owner an attempt to correct the violation before fines are administered.

#### Education Period for Non-Compliance

The SB 1383 regulations give jurisdictions the option to conduct a two-year education period from January 1, 2022 - December 31, 2023. This period would include all the actions the jurisdiction is required to take, however, when a customer is not in compliance, the jurisdiction would only provide educational materials to inform them of the requirement. Staff recommends this approach for the new updates included in this update to the Ordinance, but not to other SB 1383 related items like contamination of organic waste, since the City has had organics service since 2014 when food scraps were initially permitted in our green waste residential receptacles.

Even though CalRecycle applies a "Good Faith Effort" when determining a jurisdiction's compliance with the SB 1383 requirements, it is important to note that there are repercussions if the City does not comply. If CalRecycle determines that an ordinance by a jurisdiction is inconsistent or does not meet the requirements of the regulations, CalRecycle will notify the jurisdiction and provide an explanation of the deficiencies. The jurisdiction then has 180 calendar days to correct. If CalRecycle finds a jurisdiction in violation of the regulations beyond the correction period, there may be penalties. These penalties can range from \$500 - \$10,000 per day dependent on the type of violation.

#### **Fiscal Impact:**

None

#### **Prior Council Action:**

June 18, 2018 - Adoption of Ordinance 2018-03. This revised Visalia Municipal Code Section 8.28 to comply with State Assembly Bills AB341 and AB1826 to the requirements at that time.

April 4, 2022 - Adoption of Ordinance 2022-05. This revised the recycling requirements of who must subscribe to a higher standard threshold.

#### **Other:**

N/A

#### **Alternatives:**

Alternative is to not approve and adopt Ordinance 2022-07 and the associated updates and revisions

to the Visalia Municipal Code chapter 8/.28, Solid Waste Collection and Disposal. This may require enforcement action by CalRecycle that may include fines, as described above.

**Recommended Motion (and Alternative Motions if expected):**

I move to approve and adopt Ordinance 2022-07 and the associated updates and revisions to the Visalia Municipal Code chapter 8.28, Solid Waste Collection and Disposal.

**Environmental Assessment Status:**

N/A

**CEQA Review:**

N/A

**Attachments:**

Draft Ordinance 2022-07

Chapter 8-28 Draft Revision

Ordinance 2018-03 Adoption

Ordinance 2022-05 Adoption

CalRecycle Model Ordinance

## Visalia, CA Municipal Code

## Chapter 8.28 Update

### SOLID WASTE COLLECTION AND DISPOSAL

## Updated Sections:

8.28.020 Definitions

## New Sections:

8.28.161 Requirements for Commercial Edible Food Generators

8.28.162 Requirements for Food Recovery Organizations and Services

**8.28.020 Definitions.**

For the purpose of this chapter certain words and terms are defined as follows:

## Types of waste:

A. "Bulky wastes" means and includes large items of solid waste such as appliances, furniture, large auto parts, trees, large branches, stumps, asphalt, concrete, large rock, and other oversize wastes of large size which precludes or complicates handling by normal collection or disposal methods.

B. "Commercial solid wastes" means and includes refuse generated by stores, offices, and other commercial sources, excluding wastes from residential single family and multi-family with less than 4 units, and industrial wastes.

C. "Construction and demolition wastes" means and includes the waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements and structures.

D. *"Edible Food" means unsold or unserved food that is fit for human consumption, even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.*

E. *"Food Recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed.*

F. *"Food Recovery Organization" means an entity that primarily engages in the collection or receipt of excess edible food generators and distributes that edible food to the public for consumption, including, but not limited to:*

1. *A food bank as defined in the Section 113783 of the Health and Safety Code;*
2. *A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code.*
3. *A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.*

*G. "Food Recovery Service" means a person or entity that collects and transports edible food from an edible food generator to a food recovery organization or other entities for food recovery.*

~~D.~~ *H. "Garbage" includes:*

1. All kitchen and table food waste and animal, fruit or vegetable waste that attends or results from the storage, sale, preparation, cooking or handling of food stuffs;
2. Uncleaned containers originally used for foodstuffs;
3. Consists of every accumulation of animal, vegetable, and other matter that attends the sale, preparation, consumption, dealing in or storage of meats, fish, fowl, birds, fruits or vegetables;
4. All other abandoned putrescible organic matter.
5. The term garbage does not include dishwater or wastewater.
6. The term garbage does not include dead animals, medical waste, hazardous waste, or household hazardous waste which the city will not collect with its regular service.

~~E.~~ *I. "Hazardous wastes" is defined as any waste with properties that make it potentially dangerous or harmful to human health or the environment. Hazardous wastes can be liquids, solids, or contained gases, and can exhibit the properties of being ignitable, corrosive, toxic or reactive to other chemicals or substances. They can be the by-products of manufacturing processes, discarded used materials such as used oil, or discarded unused products, such as paint, cleaning fluids (solvents) or pesticides. Also includes any substance contaminated with hazardous waste, such as contaminated soil or dirt. Hazardous wastes are not collected or accepted by City and must be disposed of at a properly licensed disposal facility.*

~~F.~~ *J. "Household hazardous waste" means leftover household products that contain corrosive, toxic, ignitable or reactive ingredients and includes products such as paints, cleaners, oils, batteries and pesticides that contain potentially hazardous ingredients. Improper disposal of these wastes can pollute the environment and pose a health threat. Household hazardous waste may not be disposed of by pouring them down the drain, on the ground, or into the storm sewers or by putting them in the trash. Household hazardous waste may be disposed of properly by taking it to the Household Hazardous Waste collection center during normal operating hours.*

~~G.~~ *K. "Industrial wastes" means and includes all types of solid wastes that result from industrial processes and manufacturing operations. Industrial wastes do not include wastes discharged to the sanitary sewer system.*

~~H.~~ *L. "Infectious waste" is defined as refuse capable of causing infectious disease; items contaminated with blood, saliva, or other body substances, or those actually or potentially infected with pathogenic material.*



~~L~~-M. "Medical waste" is defined as "any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals." This definition includes, but is not limited to:

1. blood-soaked bandages
2. culture dishes and other glassware
3. discarded surgical gloves
4. discarded surgical instruments
5. discarded needles used to give shots or draw blood (e.g., medical sharps)
6. cultures, stocks, swabs used to inoculate cultures
7. removed body organs (e.g., tonsils, appendices, limbs)
8. discarded lancets

~~J~~-N. "Oils" are defined as any mineral, vegetable, or synthetic substance or animal or vegetable fats that are generally slippery, combustible, viscous, liquid or liquefiable at room temperatures, soluble in various organic solvents such as ether but not in water. Common oils include but are not limited to:

1. Petroleum or a petroleum derivative, such as engine oil or lubricants
2. Oil based paints
3. Cooking oil or fat
4. Fuels such as gasoline or diesel fuel

~~K~~-O. "Organic waste" means all organic putrescible materials including food, leaves, grass, landscaping prunings, trimmings, branches, stumps, compostable paper including food-soiled paper or cardboard products and other compostable paper. Organic wastes are included within the definitions for garbage and refuse as outlined in this section.

~~L~~-P. "Putrescible wastes" means and includes wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and include materials such as food wastes and offal.

~~M~~-Q. "Recyclable wastes" means residential, commercial or industrial solid waste, which includes but is not limited to clean CRV redeemable cans and containers, clean recyclable plastics, paper and cardboard and other such materials that are determined by the Director to be recyclable and are not soiled or deteriorated. Recyclable wastes do not include treated or painted wood or other materials that are coated with a toxic or non-compostable substance. Recyclable wastes are included within the definitions for garbage, refuse and rubble, as outlined in this section.

~~N.~~ R. "Refuse" includes organic and inorganic waste, recyclable waste and all other general material waste streams acceptable for collection except rubble (defined below). Refuse does not include Hazardous waste, household hazardous waste, or other non-acceptable material.

~~Q.~~ S. "Residential wastes" means and includes all types of domestic refuse which originate in dwelling units.

~~P.~~ T. "Rubbish" means all organic or inorganic materials, not defined herein as garbage or rubble, which are rejected, abandoned or discarded by the owners or producers thereof, as offensive or useless or no longer desired by such owners or producers. These materials include, but are not limited to, corrugated cardboard, paper, wood, rags, used clothing, discarded or abandoned bedding, discarded or abandoned carpets, discarded or abandoned oil cloth and linoleum, sweepings, cuttings, or cleanings from buildings, yards, lawns or gardens, bottles, tin cans or containers which have no food residue, broken crockery and glassware, old metal, wire packing or wrapping materials, ashes, trimmings from lawns, shrubs, plants or trees, rope, twine, jute, bagging or burlap.

~~Q.~~ U. "Rubble" means rocks, concrete, bricks and similar solid material; plaster, dirt and similar abandoned or discarded inorganic, noncombustible, non-putrescible materials; building construction or demolition waste materials; sod.

~~R.~~ V. "Sod" is defined as soil with some type of grass or plant growing in it, cut or dug up from the ground.

~~S.~~ W. "Soil or dirt" is defined as the upper layer of earth in which plants grow, a black or dark brown material typically consisting of a mixture of organic remains, clay, and rock particles; dirt is loose soil.

~~T.~~ X. "Solid waste" means any waste stream that is not in a completely liquid or gaseous state. Solid waste can contain some liquid, but cannot be in a state where the material may leak or run out of the container it is put in. Residential food waste should be drained of as much liquid as possible before disposing in a container.

Y. *"Tier One commercial edible food generator" means a commercial edible food generator that is one of the following:*

*1. Supermarket, meaning a full-line, self-service retail store with gross annual sales of two million dollars or more, and which sells dry grocery, canned goods, or nonfood items and some perishable items.*

*2. Grocery Store, with a total facility size equal to or greater than 7,500 square feet. The term "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.*

3. *Food Service Provider, meaning an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.*

4. *Food Distributor, meaning a company that distributes food to entities including but not limited to, supermarkets and grocery stores.*

5. *Wholesale Food Vendor, meaning a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, or prepared for distribution, to a retailer, warehouse, distributor, or other destination.*

Z. *“Tier two commercial edible food generator” means a commercial edible food generator that is one of the following:*

1. *Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.*

2. *Hotel with an onsite food facility and 200 or more rooms.*

3. *Health facility with an on-site food facility and 100 or more beds..*

4. *Large Venue, meaning a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.*

5. *Large Event, meaning an event, including but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.*

6. *A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal. to or greater than 5,000 square feet.*

7. *A Local Education Agency with an on-site food facility. The term “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.*

~~U~~. AA. *“Trash” means organic and inorganic refuse that cannot be recycled, composted, or otherwise reprocessed for beneficial use.*

All other definitions:

~~V.~~ **BB.** "Automated lift container" means a container with a hinged lid that is designed to be lifted, dumped, and returned by refuse collection vehicles that have a mechanical lifting device.

~~W.~~ **CC.** "Authorized containers": The term refers to the types of containers provided by the City that are authorized to be used for refuse collection within the City. Authorized containers are 96 gallon or smaller automated lift containers provided by the city for residential refuse collection. The Director must authorize in writing the use of any other type container for residential refuse collection. Refuse set out for collection in any unauthorized or unapproved containers will not be serviced until the refuse is placed in an authorized container for collection.

~~X.~~ **DD.** "Bin" or "automated lift bin" means a metal or composite material 1 to 10 cubic yard container supplied by the city for a rental fee, approved by the Director for the deposit of refuse (loose or compacted) which shall:

1. Have a close-fitting cover for each compartment;
2. Be leak-proof if carrying wet wastes;
3. Be free of sharp, rough, or jagged surfaces or edges likely to cause injury;
4. Uses casters or other means for easy movement (for bins up to four cubic yards in size);
5. Be designed in a manner to be emptied mechanically.

~~Y.~~ **EE.** "Bundle" means a package containing rubbish only (no liquids), not exceeding four feet in its longest dimension, two feet in diameter nor twenty-five (25) pounds in weight, securely tied with cord or rope of sufficient strength to permit lifting and carrying of the full weight thereof without spillage including, but not limited to, the following:

1. Tree limbs;
2. Brush and prunings;
3. Magazines and newspapers.

~~Z.~~ **FF.** "Cart" see "automated refuse containers" above.

~~AA.~~ **GG.** "City" means the City of Visalia, California.

~~BB.~~ **HH.** "City council" means the city council of the City of Visalia.

~~CC.~~ **II.** "City manager" means the city manager of the City of Visalia or the manager's authorized deputy, agent, or representative.

~~DD.~~ **JJ.** "Commercial Generator" means any commercial or industrial property that generates solid waste, or multi-family dwelling of 5 or more units.

~~EE.~~ **KK.** "Container" see "automated lift container" above.

~~FF.~~ **LL.** "County" means the County of Tulare, California.

~~GG.~~ MM. "Customer" means the person in whose name an account for solid waste service is established.

~~HH.~~ NN. "Delinquent balance" means fees which are not paid in accordance with the schedule established by the director as required by Section 4044(F). At the time the fees become delinquent, they shall constitute an unrecorded lien against the property.

~~II.~~ OO. "Director" or "Public Works Director" means the director(s) of the department(s) responsible for carrying out the provisions of this chapter, the City of Visalia Public Works Department.

~~JJ.~~ PP. "Dwelling unit" means a building or portion of a building arranged, intended or designed to be occupied by not more than one family and having facilities for sleeping, eating, cooking and sanitary purposes.

~~KK.~~ QQ. "Franchised permittee" means a permitted entity that provides roll-off box service for the removal of construction and demolition material, yard waste, or recyclable material within the City of Visalia and is subject to the provisions of [Section 130](#) of this Chapter.

~~LL.~~ RR. "Lien" means the delinquent balance of billed fees which may be recorded or unrecorded.

~~MM.~~ SS. "May" is permissive.

~~NN.~~ TT. "Multiple family dwelling" means a dwelling complex, such as a duplex or apartment, consisting of more than one dwelling unit.

~~OO.~~ UU. "Nuisance" means anything which is injurious to health or is offensive to the senses or an obstruction to the free use of property so as to interfere with a person's comfort or enjoyment of life or property, or which affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

~~PP.~~ VV. "Overfull" means filled to a level in excess of the designed capacity. A container shall be deemed overfull when the material therein extends above the lip of the container and/or the lid of the container is unable to close fully.

~~QQ.~~ WW. "Person" means any individual, partnership, corporation, association, or any other entity that owns, controls or occupies any property within the city.

~~RR.~~ XX. "Property" means each individual residential, commercial or industrial establishment or dwelling unit, as defined by property lines.

~~SS.~~ YY. "Roll-off box" means a large (10 cubic yards to 40 cubic yards) metal container approved by the Director for the deposit of refuse or rubble which shall:

1. Be leak-proof if carrying wet wastes;
2. Be free of sharp, rough, or jagged surfaces or edges likely to cause injury;
3. Have the ability to be covered with a tarpaulin, lid, or other suitable covering;

4. Be compatible to be safely lifted onto city roll-off trucks.

~~TT.~~ ZZ. "Shall" is mandatory.

~~UU.~~ AAA. "Standard containers." See "authorized containers."

~~VV.~~ BBB. "Temporary service" means limited-term service for bins and roll-off boxes which may be requested for a period not to exceed 30 days in any 12-month period, unless authorized by the Director or his or her designee, and except for construction sites or work requiring a permit where temporary service may be required for longer periods of time or where longer terms are authorized in writing by the Director.

(Ord. 2018-03, 2018; prior code § 4032)

### **8.28.161 Requirements for Commercial Edible Food Generators**

A. *Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.*

B. *Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities," as that term is defined under California Health and Safety Code section 113789, operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.*

C. *Commercial Edible Food Generators shall comply with the following requirements:*

1. *Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.*
2. *Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.*
3. *Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.*
4. *Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to state law, including but not limited to Section 18991.4 of California Code of Regulations Title 14.*
5. *Keep records that include the following information:*



- a. *A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under state law.*
- b. *A copy of all contracts or written agreements established under state law.*
- c. *A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:*
  - i. *The name, address and contact information of the Food Recovery Service or Food Recovery Organization.*
  - ii. *The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.*
  - iii. *The established frequency that food will be collected or self-hauled.*
  - iv. *The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.*
- D. *Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).*
- E. *A violation of this section shall result in an infraction as constituted in §8.28.220.*

#### **8.28.162 Requirements for Food Recovery Organizations and Services**

- A. *Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under state law, shall maintain the following records :*
  - 1. *The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.*

2. *The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.*
  3. *The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.*
  4. *The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.*
- B. *Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under state law, shall maintain the following records :*
1. *The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.*
  2. *The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.*
  3. *The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.*
- C. *Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City of Visalia and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to state law shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with no later than June 30 subsequent to the reporting year.*
- D. *Food Recovery Capacity Planning*
- (1) *Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City of Visalia, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.*
- E. *A violation of this section shall result in an infraction as constituted in §8.28.220.*

**ORDINANCE NO. 2022-07**

**AN ORDINANCE OF THE CITY COUNCIL  
AMENDING CHAPTER 8.28 OF THE VISALIA MUNICIPAL CODE  
PERTAINING TO EDIBLE FOOD GENERATORS AND FOOD RECOVERY ORGANIZATIONS**

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

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

- A. State Senate Bill (SB) 1383 requires that jurisdictions ensure that Tier 1 food generators, which include large (more than 10,000 square feet) grocery stores, food distributors, wholesale food vendors, and Tier 2 food generators, which include large (5,000 or more square feet) restaurants, large hotels, education agencies with on-site food facilities, have contracts with edible food recovery organizations.
- B. The current City Garbage ordinance 8.28 needs updates to definitions in relation to State Senate Bill (SB) 1383 language.

**SECTION 2 – Revisions to Municipal Code Chapter 8.28.** Chapter 8.28 of the Visalia Municipal Code is hereby revised with the following section changes and additions described below, a copy of the amended sections of Chapter 8.28 is attached hereto, with added language in italics and deleted language in strikeout, and made a part hereof by reference:

8.28.020 Definitions (additional definitions added)

8.28.161 Requirements for Commercial Food Generators (new section added)

8.28.162 Requirements for Food Recovery Organizations (new section added)

**SECTION 3 – Effective Date.** This ordinance shall take effect thirty (30) days from the date of adoption.

**SECTION 4 – Severance.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

PASSED AND ADOPTED: September 19, 2022

STEVE NELSON, MAYOR

ATTEST:

LESLIE CAVIGLIA, CITY CLERK

\_\_\_\_\_  
APPROVED BY CITY ATTORNEY  
\_\_\_\_\_

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

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2022-07 passed and adopted by the Council of the City of Visalia at a regular meeting held on September 19, 2022 and certify a summary of this ordinance has been published in the Visalia Times Delta.

Dated:

LESLIE CAVIGLIA, CITY CLERK

\_\_\_\_\_

By Michelle Nicholson, Chief Deputy City Clerk

## ORDINANCE NO. 2018-03

### AN ORDINANCE OF THE CITY COUNCIL UPDATING AND REVISING CHAPTER 8.28 OF THE VISALIA MUNICIPAL CODE PERTAINING TO GARBAGE COLLECTION SERVICES

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

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

- A. State Assembly Bill (AB) 939 establishes a waste reduction policy that mandates a 75% reduction in the amount of material disposed of in landfills.
- B. State Assembly Bills, 341 and 1826 apply and mandate source separation, collection and disposal of recyclables (including organics) for commercial and multi-family properties disposed of at sites other than in landfills, and require local agencies to establish compliance and enforcement policies.
- C. The current City Garbage ordinance 8.28 does not require recycling, or provide sufficient compliance and enforcement provisions to meet these new mandated recycling measures.
- D. The current City Garbage ordinance 8.28 contains outdated or missing information in several sections.

**SECTION 2 – Revisions to Municipal Code Chapter 8.28.** All sections in Visalia Municipal Code 8.28 have been modified, moved or merged as described below, and four (4) new sections added. Chapter 8.28 of the Visalia Municipal Code is hereby repealed in its entirety and readopted with the following section changes and additions listed below and a copy of the revised Chapter 8.28 is attached hereto and made a part hereof by reference:

Current List of Sections	New List of Sections
8.28.010 Purpose and policy.	8.28.010 Purpose and policy.
8.28.030 Definitions.	8.28.020 Definitions
8.28.020 Authorization.	8.28.030 City Manager Authorization
8.28.040 Collection service requirements.	8.28.040 Garbage Collection Service
8.28.050 Container--Usage.	8.28.050 Minimum Service Requirements
8.28.060 Containers--Types.	
8.28.070 Placing containers for collection.	
8.28.040 paragraphs in 8.28.040 removed and made its own section	8.28.060 Waste not Accepted by City
Not Included	8.28.070 Disabled Exemption
8.28.140 Establishment of rates, charges and fees.	8.28.080 Establishment of Rates, Charges and Fees
Not Included	8.28.090 Ownership/Scavenging of Refuse or Rubble
8.28.060 Containers—Types, partial	8.28.100 Container Requirements
8.28.080 Special collection services.	8.28.110 Special Collection Services.
8.28.090 Special Hauling partial	8.28.120 Special Hauling
8.28.090 Special Hauling partial	8.28.130 Roll-Off Box Franchised Permittee Requirements
8.28.100 Temporary service.	8.28.140 City Provided Temporary Bin and Roll-Off Box Service
Not Included	8.28.150 Mandatory Commercial and Multi-Family Recycling

		Requirements (AB 341)
Not Included	8.28.160	Mandatory Commercial and Multi-Family Organic Recycling Requirements (AB 1826)
8.28.130 Administration.	8.28.170	Administration
8.28.150 Fee collection.	8.28.180	Fee collection
8.28.160 Late charges.	8.28.190	Late charges
8.28.170 Means of collection of delinquent fees including late charges.	8.28.200	Delinquent Fee and Late Charge Collection
8.28.110 Restrictions.	8.28.210	Restrictions
8.28.120 Enforcement.	8.28.220	Enforcement

**SECTION 3 – Effective Date.** This ordinance shall take effect thirty (30) days from the date of adoption.

**SECTION 4 – Ordinance Chapter Title.** Chapter 8.28 of the Visalia Municipal Code shall henceforth be titled **Solid Waste Collection and Disposal**.

**SECTION 5 – Severance.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

PASSED AND ADOPTED: June 18, 2018

WARREN GUBLER, MAYOR

ATTEST:

RANDY GROOM, CITY CLERK

APPROVED BY CITY ATTORNEY

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 Ordinance 2018-03 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 18, 2018 and certify a summary of this ordinance has been published in the Visalia Times Delta.

Dated: July 16, 2018

RANDY GROOM, CITY CLERK

Michelle Nicholson

By Michelle Nicholson, Chief Deputy City Clerk



## Visalia, CA Municipal Code

**Chapter 8.28****SOLID WASTE COLLECTION AND DISPOSAL**

## Sections:

- 8.28.010 Purpose and policy.
- 8.28.020 Definitions
- 8.28.030 City Manager Authorization
- 8.28.040 Garbage Collection Service
- 8.28.050 Minimum Service Requirements
- 8.28.060 Waste not Accepted by City
- 8.28.070 Disabled Exemption
- 8.28.080 Establishment of Rates, Charges and Fees
- 8.28.090 Ownership/Scavenging of Refuse or Rubble
- 8.28.100 Containers Requirements
- 8.28.110 Special Collection Services.
- 8.28.120 Special temporary Hauling
- 8.28.130 Roll-Off Box Franchised Permittee Requirements
- 8.28.140 City Provided Temporary Bin and Roll-Off Box Service
- 8.28.150 Mandatory Commercial and Multi-Family Recycling Requirements (AB 341)
- 8.28.160 Mandatory Commercial and Multi-Family Organic Recycling Requirements (AB 1826)
- 8.28.170 Administration
- 8.28.180 Fee collection
- 8.28.190 Late charges
- 8.28.200 Delinquent Fee and Late Charge Collection
- 8.28.210 Restrictions
- 8.28.220 Enforcement

**8.28.010 Purpose and policy.**

The City of Visalia, in order to promote and protect the public and refuse worker health and safety and to reduce the danger and hazards of fires and conflagrations, reserves unto itself the exclusive right and power to collect, transport, and dispose of, or to authorize, regulate, permit and control said collections, transportation and disposition of all refuse and rubble produced or found within the corporate limits of said city. (Prior code § 4030)

**8.28.020 Definitions.**

For the purpose of this chapter certain words and terms are defined as follows:

of properly by taking it to the Household Hazardous Waste collection center during normal operating hours.

- G. "Industrial wastes" means and includes all types of solid wastes that result from industrial processes and manufacturing operations. Industrial wastes do not include wastes discharged to the sanitary sewer system.
- H. "Infectious waste" is defined as refuse capable of causing infectious disease; items contaminated with blood, saliva, or other body substances, or those actually or potentially infected with pathogenic material.
- I. "Medical Waste" is defined as "any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals." This definition includes, but is not limited to:
  - 1. blood-soaked bandages
  - 2. culture dishes and other glassware
  - 3. discarded surgical gloves
  - 4. discarded surgical instruments
  - 5. discarded needles used to give shots or draw blood (e.g., medical sharps)
  - 6. cultures, stocks, swabs used to inoculate cultures
  - 7. removed body organs (e.g., tonsils, appendices, limbs)
  - 8. discarded lancets
- J. "Oils" are defined as any mineral, vegetable, or synthetic substance or animal or vegetable fats that are generally slippery, combustible, viscous, liquid or liquefiable at room temperatures, soluble in various organic solvents such as ether but not in water. Common oils include but are not limited to:
  - 1. Petroleum or a petroleum derivative, such as engine oil or lubricants.
  - 2. Oil based paints
  - 3. Cooking oil or fat
  - 4. Fuels such as gasoline or diesel fuel
- K. "Organic waste" means all organic putrescible materials including food, leaves, grass, landscaping prunings, trimmings, branches, stumps, compostable paper including food-soiled paper or cardboard products and other compostable paper. Organic wastes are included within the definitions for garbage and refuse as outlined in this section.
- L. "Putrescible wastes" means and includes wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and include materials such as food wastes and offal.
- M. "Recyclable wastes" means residential, commercial or industrial solid waste, which includes but is not limited to clean CRV redeemable cans and containers, clean recyclable plastics, paper and cardboard and other such materials that are determined by the Director to be recyclable and are not soiled or deteriorated. Recyclable wastes do not include treated or painted wood or other materials that are coated with a toxic or non-compostable

are 96 gallon or smaller automated lift containers provided by the City for residential refuse collection. The Director must authorize in writing the use of any other type container for residential refuse collection. Refuse set out for collection in any unauthorized or unapproved containers will not be serviced until the refuse is placed in an authorized container for collection.

- X. "Bin" or "automated lift bin" means a metal or composite material 1 to 10 cubic yard container supplied by the city for a rental fee, approved by the Director for the deposit of refuse (loose or compacted) which shall:
1. Have a close-fitting cover for each compartment;
  2. Be leak-proof if carrying wet wastes;
  3. Be free of sharp, rough, or jagged surfaces or edges likely to cause injury;
  4. Uses casters or other means for easy movement (for bins up to four cubic yards in size);
  5. Be designed in a manner to be emptied mechanically.
- Y. "Bundle" means a package containing rubbish only (no liquids), not exceeding four feet in its longest dimension, two feet in diameter nor twenty-five (25) pounds in weight, securely tied with cord or rope of sufficient strength to permit lifting and carrying of the full weight thereof without spillage including, but not limited to, the following:
1. Tree limbs;
  2. Brush and prunings;
  3. Magazines and newspapers.
- Z. "Cart" see "automated refuse containers" above
- AA. "City" means the City of Visalia, California.
- BB. "City council" means the city council of the City of Visalia.
- CC. "City manager" means the city manager of the City of Visalia or the manager's authorized deputy, agent, or representative.
- DD. "Commercial Generator" means any commercial or industrial property that generates solid waste, or multi-family dwelling of 5 or more units.
- EE. "Container" see "automated lift container" above.
- FF. "County" means the County of Tulare, California.
- GG. "Customer" means the person in whose name an account for solid waste service is established.
- HH. "Delinquent balance" means fees which are not paid in accordance with the schedule established by the director as required by Section 4044(F). At the time the fees become delinquent, they shall constitute an unrecorded lien against the property.

permit where temporary service may be required for longer periods of time or where longer terms are authorized in writing by the Director. (Prior code § 4032)

#### **8.28.030 City Manager Authorization**

The city manager is authorized to delegate authority and expend all necessary resources in order to carry out the provisions of this chapter. The city manager and/or his or her designee is also authorized to:

- A. Establish residential and commercial minimum service required to prevent accumulations of refuse and rubble which would lead to a threat to the health and safety of the citizens of the city;
- B. Set policies and standards for efficient and effective refuse and rubble collection and disposal services;
- C. Recommend to the city council revisions to fees and charges for regular service which are needed to insure that all refuse and rubble collection, transport, and disposal costs, both direct and indirect, are met;
- D. Set charges for service not specified in the rates adopted by resolution by the city council;
- E. Enforce the rules and regulations contained in this chapter;
- F. For commercial accommodations or units under this chapter, the Director shall have the authority to establish appropriate service variances in applying this chapter. Such variance shall be at the sole discretion of the Director. (Prior code § 4031)

#### **8.28.040 Garbage Collection Service.**

- A. Subscription Required. Any and all person(s) as defined in this chapter in possession or control of all places and premises within the city shall be required to use, and shall pay for refuse and rubble collection and disposal services provided by the city, as found by the Director to be necessary to allow for removal of all refuse and rubble normally created, accumulated or produced on the premises during the intervals between regular collections.
- B. Storage of Refuse. It shall be the duty of every owner of any private dwelling unit, apartment house, flat, commercial or industrial establishment, restaurant, eating house, boarding house, or other building generating garbage as defined in Section 8.28.020 to provide, and at all times to keep within the building or on the lot on which the building is situated, sufficient automatic lift containers, bins and/or roll-off boxes to allow storage of all refuse and rubble normally accumulated on the premises during the intervals between regular collections without spillage, escape of odors, fly breeding, or creation of any nuisance.

3. The city reserves the right to require the exclusive use of city-provided automatic lift containers, bins, and/or roll-off boxes for all regular refuse and rubble collection services provided by the city.
- C. Source Separation Required. All residential, commercial and industrial accounts in the city, except those specifically exempted in this chapter or in writing by the Public Works Director, must source separate their recyclable waste and organic waste, and place each type in a separate container designated for that specific type of collection.
1. Contamination. No person may mix refuse and rubble of one type in a collection container designated for another type, except as otherwise provided in this Chapter. A violation of this section shall constitute an infraction, and result in the contaminated container(s) being left unserviced, with a tag placed on the container describing the violation and why the container was left unserviced and notifying the customer of any actions or fines being assessed. Customer is required to correct the contamination issue prior to the container being serviced. Repeated instances of contamination may result in higher service fees to service the contaminated container.
  2. Curbside Special Program. Residential accounts in good standing are provided three (3) curbside special collections in any given 12-month period. Each curbside special collection may consist of servicing one (1) standard residential container of any type, or up to 10 items or bundles. Loose items or bundles cannot measure more than 48" long on any side, and cannot weigh over 25 pounds. Each loose item must be able to be lifted and carried by one person, and each container or loose item must conform to the content restrictions as listed in section 8.28.060.A.

#### **8.28.050 Minimum Service Requirements**

- A. Manner of Subscription and Payment. The owner of the property is ultimately responsible for ensuring each property/dwelling unit owned subscribes to and pays for minimum service as defined in this section. Non-payment by a tenant or lessee for services rendered can be cause for the tenant's account to be closed and sent to collections in the tenant's name, and the property address/account to then be placed in the property owner's name with the property owner receiving the account billing and held responsible for payment going forward. This condition will continue for a minimum of 3 years before the account can again be placed in a tenant or lessee's name for billing and/or payment.
- B. Prior to occupancy, a property owner or tenant must establish appropriate utility service for the property, including solid waste services. Failure to do so is a violation of this chapter. City reserves the right, at the sole discretion of the Director, to establish utility service for the property in either the tenant or property owner's name and to make such service effective as of date of occupancy, as determined by the Director.

1. In the event a determination is made that the site does not generate enough waste to warrant bin service, or where bin service would be impractical or unfeasible, the Director may grant an exception and allow residential containers to be used for the service, but in no case shall minimum service be less than one (1) residential container for each waste stream generated on site.

F. Frequency of Collection.

1. Service to residential single dwelling units and multiple dwelling unit complexes shall be at the rate of a minimum of one collection per week for each container type (split, greenwaste, trash or recyclable).
  2. Bin or box service to multi-family complexes exceeding 3 units, boarding houses, hotels and motels, restaurants, and all other commercial establishments generating garbage shall be at the rate of a minimum of one collection per week, and bin/box size and service frequency shall be sufficient enough to accommodate the waste streams generated on site, unless otherwise authorized by the Director.
- G. Where a curbside recyclable waste collections program, or other special collection program as authorized by the city is implemented, the Director has the authority to designate some of the collections identified in Section 8.28.040 through Section 8.28.070 to be used exclusively for such a program.
- H. The owners of all premises upon which refuse or rubble is produced or accumulated shall subscribe for service as herein required and shall be given the type and frequency of service, according to the rates set forth by the city council, that will, in the opinion of the Director, cause all refuse and rubble to be removed from the premises, so there will be no accumulation, collection and keeping of the same, on the premises to the detriment of public health and/or convenience.
1. The City reserves the right, upon notice to the primary account owner, to increase the number, bin size and/or frequency of service on an account if it is determined that the current level of service is insufficient to accommodate the waste stream(s) being generated, or if the compactor or box is repeatedly overfull or overweight at current service levels.

**8.28.060 Waste Not Accepted by City.**

- A. Wastes that will not be collected by the city, except as provided in subsection E, include but may not be limited to the following:
1. Ammunition or other explosive or combustible materials;
  2. Dead animals;



containers out from the house, service them and roll them back (containers cannot be in garages or behind fences). The requester must attest and provide verifiable documentation that:

- A. They are physically unable to place a full waste container at the curb (must provide a doctor's note attesting that individual is physically unable to place refuse containers curbside or roll them back after service), AND
- B. They can demonstrate financial inability to subscribe or pay for assistance in moving a container to the curb, as determined by the current standards for household low income thresholds by the California Alternative Rates for Energy program (CARE). This can be done by providing a copy of the most current year signed IRS tax form or copies of the last three (3) employers pay stubs, AND
- C. There is no other able bodied person living or staying more than 2 hours a day during the week at the address or available that is physically able to place a full waste container curbside.

The Director is authorized to set standards, terms and conditions for said exemptions. The exemption provided for in this section shall be applied for on a form provided by the city and will allow the recipient to receive in-yard service exempt from the applicable curbside "packout" fee as established by resolution of the city council. Customers not qualifying for an exemption but still desiring to have their containers packed out must apply for the service and pay the applicable fee for the service as set forth and approved by City Council in the City's Rates and Fees.

#### **8.28.080 Establishment of Rates, Charges and Fees.**

Notwithstanding any provision of this chapter or any other provision in the Municipal Code to the contrary, except as outlined in Section 8.28.030C, the rates, charges and fees for regular service established or provided for in this chapter shall be established by resolution of the city council. Fees for extra or special service shall be set by the Director. (Prior code § 4043)

#### **8.28.090 Ownership/Scavenging of Refuse or Rubble.**

- A. All refuse or rubble placed in containers designated for refuse or rubble provided by city or franchised permittee shall be considered owned by and be the responsibility of the city, or franchised permittee. Without permission of the city or franchised permittee, no person shall be allowed to remove waste or materials placed in such a container.
- B. All materials placed in recyclable materials containers provided or owned by the generator, shall be considered owned by and be the responsibility of that generator until the material is placed at a city or franchised permittee's designated point of collection, or in containers as described below on Section 8.28.100.

4. Except for foodwaste placed in an organics collection container, bin or box, all wet refuse must be bagged.
5. Any boxes, barrels, packing or wrapping materials, or empty cardboard containers left upon any public street, alley or sidewalk within the city continuously for a period of six hours or more shall be deemed to be abandoned by the owners and constitute rubbish within the meaning of the term as used in this chapter and shall be subject to be collected and disposed of by the city pursuant to the provisions of this chapter. Cost of disposal shall be charged to the owner.
6. The Director may permit containers of different capacity when, in his or her opinion, it is impossible or impracticable, because of location, construction or other physical characteristics of the premises, to comply with the capacity limitations outlined in this chapter; provided further, that in the event the Director so determines, the Director may impose such conditions as he or she may deem necessary to, or convenient upon, the use, location, collection, and physical characteristics of any such containers.
7. It is unlawful to have, store, deposit, or keep any waste where rats or any other disease vector can have access thereto or feed thereon. (Prior code § 4034)

B. Containers--Types.

It is unlawful to keep, place, or deposit garbage on any private grounds or premises whatsoever, except in containers as designated in this section.

1. Automatic Lift Containers.
  - a. Only the city-authorized automatic lift containers may be used in automatic lift container service areas.
2. Bins.
  - a. The city will collect appropriately designed commercial compactor bins which have a capacity not exceeding 40 cubic yards.
  - b. Non-city provided compactor bins must be compatible with city collection equipment and their use must be approved in writing by the Director.
  - c. The city will provide all non-compactor bins with a capacity of two, three, four, six, eight or ten cubic yards for an appropriate rental fee. Additional bin sizes may be available with Director approval. Privately owned or private hauler provided bins are not authorized for any waste stream or service collected by the City.
  - d. Bins, except for six cubic yard and higher capacity bins, must be on rolling casters for easy mobility unless, upon approval of the Director, they are located where city collections equipment can easily access the bins. Bin and enclosure locations shall be as directed by the city.

at other locations. The Director has the authority to determine what sizes of automatic lift containers will be used at any and all locations.

1. Container(s) for receiving garbage, rubbish or waste matter must be placed for collection only in the gutter area of a street, not in alleys, on the sidewalk, on a footpath, or on any other public place and only in accordance with rules and regulations established under this chapter for the collection of same.
2. Unless otherwise specifically provided in this chapter, any person occupying property upon which refuse or rubble is produced shall place the refuse and/or rubble out for collection in an approved or City provided container, bin or roll-off box. Any container(s) placed for curbside collection shall be placed in the gutter so as to minimize interference with traffic.
3. The handles of automatic lift containers shall be placed with the handles away from the truck (toward the sidewalk) for collection. For collection, automatic lift containers shall be within one foot of the curb, two feet from obstructions such as fences, posts and mailboxes, and ten feet from parked cars, boats, trailers, portable sports equipment, and similar obstructions. If there is more than one automatic lift container, then the containers shall be placed at least two feet apart.
4. Containers shall be placed at ground level and shall be located such that they will not be a public nuisance, impede traffic, or be in any degree offensive.
5. Automatic lift container(s), and any other containers as authorized by the Director, shall be placed for collection no earlier than seven p.m. standard time or eight p.m. daylight savings time, the evening prior to the scheduled collection day, and must be available for collection at curbside no later than six a.m. on the day of collection. The container or containers shall be removed from the curb no later than seven p.m. on the day of collection. Bins and roll-off boxes placed curbside for collection (except for temporary service) shall meet the time requirement as authorized above, except that they must be available for collection no later than four a.m. on the day of collection, unless otherwise authorized by the Director. Temporary service bins and roll-off boxes may be left at the curb for the term of service.
6. All bins (except for temporary service), when not placed out for collection, must be kept on the property in appropriate enclosures meeting design specifications issued by the Director, or in locations approved by the Director.
7. It shall be an infraction to have permanent service containers, bins or boxes placed in such a manner that they are easily visible from public right-of-way on days of no scheduled collection. The Director may extend a waiver of this provision upon application from the property owner. A violation of this section shall constitute an infraction. (Prior code § 4036)

- B. All refuse and rubble hauled by any person (or firm) over public streets in the city shall be securely covered during hauling thereof so as to prevent leakage, spillage, or blowing. No person shall allow refuse or rubble of any kind whatsoever to leak, spill, blow or drop from any vehicle onto any public street within the city. The cost of cleanup associated with any such spillage shall be borne by the owner of the vehicle transporting the material.

#### **8.28.130 Roll-Off Box Franchised Permittee Requirements.**

Any owner of any premises may contract with a franchise permittee for removal of construction and demolition and or recyclable materials collected in roll-off boxes or compactors only. Additionally, any provider of construction, demolition and yard maintenance services may contract for roll-off box services with a franchise permittee for removal of construction and demolition and/or recyclables generated as result of their services. The Director may issue a franchise permit to contractors to provide services pursuant to this section subject to the following conditions and limitations:

- A. Franchise Permit. A franchise permit must be acquired before any roll-off bin services can be provided within the city limits. The franchise permit shall be for the duration of one year. It may be renewed annually provided the permit holder has complied with all terms and conditions of this section.
- B. Reporting. All franchise permittees will be required to report quarterly. The report shall include a listing of all boxes in the franchise permittee's inventory by serial number and size, the location of each box in service in the City limits, what type of material the box is collecting, how many times each box has been emptied during the reporting period, and tonnage of each load.
- C. Franchise Fee. All franchise permittees will be required to pay a quarterly franchise fee at the time they submit their quarterly report. The private contractor will pay twenty-five dollars (\$25.00) per roll off box per empty that was placed in service during the reporting period. In January of every year there will be an increase in the franchise fee per empty based on the consumer price index. (U.S. CPI-U) Fees are due to the city by the fifteenth of April, July, October and January.
- D. Franchise Fee Exceptions. There shall be no exceptions granted to the franchise permit and fee requirement, except as granted by the Public Works Director on a case-by-case basis. The franchise fee and franchise permit process shall not apply in instances involving a hauler paying persons or entities to obtain recyclable materials as provided for in this section. The hauler must provide proof of payment to the Public Works Director for each roll off box in service. Without submitting proof of payment for materials collected, the hauler will be presumed to be in violation of the franchise fee requirement.

Director shall make a written finding with respect to the revocation of the franchise permit which determination shall be final. The Director may also determine not to renew a permit if he or she finds that the permit holder has been in violation of the terms and conditions of this section or has failed to pay the franchise fees as required by this section.

- K. Each franchised permittee shall provide information to each of its customers about recycling services as follows:
1. Types of recyclable materials accepted, the location of recycling Containers, and the customer's responsibility to recycle pursuant to this section. This information shall be distributed to all customers annually;
  2. All new customers shall be given information and instructions upon establishment of service with the franchised permittee; and
  3. All customers shall be given new information and instructions upon any change in recycling service.

#### **8.28.140 City Provided Temporary Bin and Roll-Off Box Service**

The city may provide temporary bin and roll-off box service for residential accounts or areas upon application for such service, and upon a finding by the Director that regular service would not be appropriate. Temporary service may be authorized for short-term, intermittent refuse and/or rubble collection needs. Temporary service shall not be authorized to replace regular, minimum service.

- A. Length of Service. Except for verified permitted construction projects, temporary bin or roll-off service will not be authorized for a period longer than 30 days within any given 12 month period, unless authorized by the Director or his or her designee. This is to minimize unsightly appearance, opportunity for illegal dumping and/or scavenging and congestion/loss of parking that temporary bins or boxes can cause in a neighborhood.
- B. Priority. Temporary service requests are accepted on a first-call, first-service basis.
- C. Location. Bins provided by the city for temporary service shall be placed for curbside collection no later than four a.m. on the morning of scheduled collection. The bin shall be placed such that a minimum of four feet of space is available on all sides of the bin so the bin may be serviced. The bin shall not be overfull or overweight. If the bin was scheduled for collection and it could not be collected due to noncompliance with the provisions of this section, a minimum collection fee shall be charged to the account of the customer. The customer must correct the noncompliance and then call to reschedule collection service.

self-hauling form shall be made available to the Public Works Director or designee upon request. At a minimum, the Commercial generator shall provide the following information on the self-hauling form:

1. The name, address and telephone number of the Commercial generator's representative that will be signing the self-hauling form.
2. A list of the types of recyclable materials that are being transported.
3. For each type of recyclable material, the amount that is being taken from the Commercial generator's business or property to a recycling facility on a quarterly basis.
4. The name and address of the recycling facility.
5. A written statement, signed by the Commercial generator or representative, certifying that the generator is in compliance with the requirements of this Section.
  - a. The Public Works Director or designee may restrict or prohibit self-hauling by a Commercial generator if it is determined that after providing notice and an opportunity for a hearing, the Commercial generator's self-hauling activities violate the provisions of this section or any other applicable law or regulation.

C. On-site Practices.

1. Each Commercial generator shall use separate and readily identifiable containers to collect and store recyclable materials and shall designate areas to collect and/or store recyclable materials.
  2. Each Commercial generator shall prominently post and maintain one or more signs in maintenance or work areas or common areas where recyclable materials are collected and/or stored that specify the materials to be recycled and how to recycle such material.
  3. Each Commercial generator shall notify and instruct employees or tenants in writing of applicable recycling requirements, including outreach and training on what materials are required to be recycled and how to recycle such material. A copy of such instruction or training materials shall be provided to the Public Works Director or designee upon request.
- D. All recyclable materials shall be placed for collection in City provided or approved covered containers. No container shall be loaded beyond its capacity. It shall be the Commercial generator's responsibility to keep the containers used for the storage and collection of recyclable material generated on the premises in a clean and sanitary condition. No material or containers shall be kept or handled in such a manner as to become a nuisance.



F. Commercial and multi-family recycling exemption. The following shall be exempt from the requirements of this section:

1. The State of California, a special district or other local public agency other than the City, as defined, or any employee thereof, when collecting or transporting recyclable materials produced by operation or system of the entities described above.
2. Municipal corporations and governmental agencies other than City using their own vehicles and employees engaged in the collection, transportation or disposal of recyclable materials within the boundaries of the City.
3. A Commercial generator shall be exempt from the requirements in this section if the business, commercial facility or non-residential property:
  - a. generates less than 4 cubic yards of commercial solid waste per week. This exemption does not apply to special events unless the Commercial generator demonstrates to the Public Works Director that the event will produce less than the threshold amount; or
  - b. demonstrates to the Public Works Director that there is no collection service or other system available for such materials; or
  - c. demonstrates to the Public Works Director that there are no recyclable materials being generated by any activities in the Commercial generator's business, commercial facility, or non-residential property; or
  - d. demonstrates, through a site visit required by the Public Works Director, that either:
    - i. There is inadequate storage space for automatic lift Containers, bins or roll-off boxes for recyclable materials on site and that it is infeasible for the commercial generator to share automatic lift Containers, bins or roll-off bins for recyclable materials with a another Commercial generator or an adjoining property; or
    - ii. Compliance with this section will result in a violation of zoning codes or City regulations for minimum parking spaces.
    - iii. If, after reviewing the site, the Public Works Director determines that it is feasible for recycling Containers to be placed either on-site or shared with an adjoining business or property, then the Commercial generator will not be exempted from these requirements and will be responsible for full compliance with this section.

- B. The Public Works Director may restrict or prohibit self-hauling by a Commercial generator if the Public Works Director determines, after providing notice and an opportunity for a hearing, that the Commercial generator's self-hauling activities violate the provisions of this section or any other applicable law or regulation.
- C. On-site Practices.
1. Each Commercial generator shall use containers to collect and store organic waste and shall designate areas to collect and/or store organic waste.
  2. Each Commercial generator shall prominently post and maintain one or more signs in maintenance or work areas or common areas where organic waste are collected and/or stored that specify the materials to be recycled and how to recycle such material.
  3. Each Commercial generator shall notify and instruct employees or tenants in writing of applicable recycling requirements, including outreach and training on what materials are required to be recycled and how to recycle such material. A copy of such instruction or training materials shall be provided to the Public Works Director or designee upon request.
- D. All organic waste shall be placed for collection in City provided or approved covered containers. No container shall be loaded beyond 2/3 full to prevent spillage during servicing. It shall be the Commercial generator's responsibility to keep the containers used for the storage and collection of organic waste generated on the premises in a clean and sanitary condition. No material or containers shall be kept or handled in such a manner as to become a nuisance. No organic waste shall be allowed to become odoriferous or a producer of vermin. Lids on containers shall remain closed at all times while stored or placed for collection. The Public Works Director is specifically authorized to promulgate rules and regulations regarding any and all organic waste containers including as related to the organic waste to be placed therein, the placement and maximum weight of high-density materials for Collection and the proper use of Containers.
- E. Required collection of organic waste.
1. Each commercial generator shall arrange for the collection of organic waste through one of the following methods:
    - a. Utilize the recycling services of city; or
    - b. Enter into a written service agreement with a franchised permittee. Should the Commercial generator chose to enter into an agreement with a franchised permittee, the Commercial generator shall be responsible for verifying that the franchised

4. On or after January 1, 2019, a business, Commercial facility or non-residential property generating less than 4 cubic yards of total refuse per week. This exemption does not apply to special events unless the Commercial generator demonstrates to the Public Works Director that the event will produce less than the threshold amount.
5. A Commercial generator may not be required to source separate organic waste if:
  - a. the Commercial generator demonstrates to the Public Works Director that there is no collection service or other system available for such materials; or
  - b. the Commercial generator demonstrates to the Public Works Director there is no organic waste being generated by any activities in the Commercial generator's business, commercial facility, or non-residential property; or.
  - c. there are no viable markets or recycling facilities available, as determined by the Public Works Director.
  - d. it is determined through a site visit conducted by the Public Works Director or designee, that either:
    - i. There is inadequate storage space for automatic lift containers, bins or roll-off bins for organic waste on site and that it is infeasible for the Commercial generator to share automatic lift containers, bins or roll-off bins for organic waste with a Commercial generator or an adjoining property; or
    - ii. Compliance with this section will result in a violation of zoning codes or City regulations for minimum parking spaces.
    - iii. If, after reviewing the site, the City Manager determines that it is feasible for recycling containers to be placed either on-site or shared with an adjoining business or property, then the Commercial generator will not be exempted from these requirements and will be responsible for full compliance with this section.
- G. If the Commercial generator seeks an exemption, an application for such exemption shall be submitted on a form prescribed by the City Manager. After reviewing the exemption request, and after an on-site review, if applicable, the Public Works Director may either approve or disapprove the exemption request.
- H. A violation of this section shall constitute an infraction.

**8.28.170 Administration.**

- H. The city may, at the Director's sole discretion, approve of a temporary suspension in residential service if the residential property will be vacant for a period of not less than three months. A written application for a temporary suspension of residential service must be submitted by the property owner or tenant a minimum of ten working days prior to the effective date of the suspension. Upon approval, all City containers at the property will be removed on the effective date of the suspension and utility service will be terminated for the duration of the temporary suspension. Customer is responsible for all fees accruing to the account prior to the effective date of the temporary suspension of service, without regard to whether the property was occupied prior to the effective date. The Director shall have the authority to establish a fee for the cost of removal and delivery of containers associated with a suspension of service. No temporary suspension of service is established for commercial or industrial businesses. (Ord. 2000-18 §§ 1 (part), 2 (part), 2000: Ord. 9615 § 2, 1996; prior code § 4044)

**8.28.190 Late charges.**

For refuse collection and disposal service charges, as defined in Section 8.28.080, remaining unpaid balances, which are deemed delinquent according to the schedule defined in Section E, there may be added and collected herewith a late charge as set by resolution of the City Council, and any such unpaid charge, together with the late charge shall bear interest at the rate as set by resolution of the City Council until paid. (Ord. 2000-18 §§ 1 (part), 2 (part), 2000: prior code § 4045)

**8.28.200 Delinquent Fee and Late Charge Collection.**

- A. At the time the fees for owner-occupied property become delinquent, or fees for properties that are not owner-occupied but are being billed to the owner become delinquent until such time as they are fully paid, the delinquent account balance, including late charges, shall constitute an unrecorded lien against the property and, as such, may be identified during a title search. For commercial businesses, delinquent account balances, including late charges, may be considered an unrecorded lien against the business name and/or owner of the business.
- B. Once a year, the City Council may cause to be prepared a report of delinquent fees including late charges. The Council shall fix a time, date and place for hearing the report and receive any objections or protests thereto.
- C. The Council shall cause notice of hearing to be mailed to the landowners listed on the report not less than ten days prior to the date of the hearing.
- D. At a hearing the Council shall hear any objections or protests of landowners liable to be assessed for delinquent fees, including late charges and administrative fees, as set by

- A. It is a misdemeanor for any person to bury refuse at any place within the city, or to keep, place or deposit refuse on any public or private grounds or premises whatsoever, except in containers or receptacles for collection upon premises owned, occupied or under possession and control of such person; provided, however, that lawn and garden trimmings may be composted.
- B. It is an infraction to create, cause or add to any refuse accumulation not placed for regular or special collection, or to cause the attraction or collection of insects or rodents.
- C. It is an infraction to use more service, or cause the city to provide more service than is subscribed to.
- D. It is an infraction for any person to burn garbage or rubbish at any time within the city.
- E. It is a misdemeanor to deposit refuse or rubble into containers, bins, or roll-off boxes which are not assigned to the property at which the refuse or rubble is generated.
- F. It is a misdemeanor to deposit or use refuse for lot filling or leveling purposes.
- G. It is an infraction for any person, firm, corporation or association to permit any manure to accumulate on premises under his, her, or its control in such manner or such extent as to give rise to fly breeding conditions or objectionable odors upon any public highway, street or alley or upon any premises within the city.
- H. It is a misdemeanor for any person, firm, corporation or association or any agent or employee thereof, to hinder, threaten, impede or obstruct any City refuse collector in the performance of their duty as defined in this chapter.
- I. It is an infraction for any persons, other than the city or the city's designee, to collect or remove recyclable or salvageable materials placed by any person in a bag or container labeled for use in connection with a recycling program sponsored by the city.
- J. It is a misdemeanor for any person to collect refuse, waste paper refuse, or rubble within the city or transport same through the streets, alleys, and public ways in the city unless such person has been authorized in writing to do so by contract or otherwise by the Director or by state law. Nothing herein shall be construed to prohibit any person from hauling refuse, waste paper refuse, or rubble which has been produced on the premises actually occupied by the persons in his/her own vehicle, by himself/herself or an employee, or as outlined in Section 8.28.120. This provision does not apply to voluntary or charitable efforts to collect refuse or rubble for the benefit of the community.

2. A fine not exceeding one thousand dollars (\$1,000.00) and/or ninety (90) days in the county jail for a second violation of this chapter within one year; and
  3. A fine not exceeding one thousand dollars (\$1,000) and/or six months in the county jail for each additional violation of this chapter within one year. Each day that a violation continues shall be regarded as a new and separate offense.
- B. Any person convicted of any infraction of this chapter shall be punished by:
1. A fine not exceeding fifty dollars (\$50.00) for a first violation;
  2. A fine not exceeding one hundred dollars (\$100.00) for the second violation of this chapter within one year; and
  3. A fine not exceeding two hundred fifty dollars (\$250.00) for each additional violation of this chapter within one year. Each day a violation continues shall be regarded as a new and separate offense. (Prior code § 4041)





# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

File #: 22-0107

Agenda Date: 4/4/2022

Agenda #: 5.

### Agenda Item Wording:

Second reading and adoption of Ordinance 2022-05 and discussion of proposed revisions of Visalia Municipal Code section 8.28, Solid Waste Collection and Disposal. Revisions incorporate recent State mandates related to commercial and multifamily recycling as well as an inclusion of State Senate Bill (SB)1383 regulatory requirements to reduce the qualifying thresholds for mandatory recycling.

**Deadline for Action:** 4/4/2022

**Submitting Department:** Public Works

### Contact Name and Phone Number:

Jason Serpa, Public Works Manager, pretorian@comcast.net, 713-4533

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

### Department Recommendation:

Staff recommends that Council approve and adopt the revised version of chapter 8.28 Solid Waste Collection and Disposal to bring the code up to date with current state law recycling requirements.

### Background Discussion:

This is the second reading of Ordinance 2022-05 which modifies two sections of Chapter 8.28 of the Visalia Municipal Code. The first reading was held on March 21, 2022. These modifications are updates to the Municipal Code to bring the City into compliance with new SB 1383 requirements that lower the AB341 and AB1826 thresholds in which commercial entities must be prescribed recycling services.

At the July 18, 2018 City Council meeting, Council approved and adopted Ordinance 2018-03 to bring the code into compliance with current and future recycling laws. At that time, these laws required that covered commercial businesses that generated 4 yards or more of trash be subscribed to recycling and organics recycling. Since then, the required threshold for recycling has been lowered to 2 yards or more of trash. This change in threshold is part of chapter 8.28.150 and 8.28.160 section revisions below.

Current List of Sections Modified
8.28.150 Mandatory Commercial and Multi-Family Recycling Requirements (AB 341)
8.28.160 Mandatory Commercial and Multi-Family Organic Recycling Requirements (AB 1826)

### **8.28.150 Mandatory Commercial and Multi-Family Recycling Requirements (AB341)**

Revised Section F, Subsection 3(a) to reduce the threshold for mandatory recycling service to any commercial generator of 2 cubic yards or more of solid waste per week.

**8.28.160 Mandatory Commercial and Multi-Family Organics Recycling Requirements (AB1826)**

Revised Section F, Subsection 3 to reduce the threshold for mandatory recycling service to any commercial generator of 2 cubic yards or more of solid waste per week. Deleted Section F, Subsection 4 for redundancy.

Since the main revisions for the recycling laws were made in the Council approval of Ordinance 2018-03 in 2018, only these small edits need to be made to bring the City into compliance.

**Fiscal Impact:**

None

**Prior Council Action:**

June 18, 2018 - Adoption of Ordinance 2018-03. This revised Visalia Municipal Code Section 8.28 to comply with State Assembly Bills AB341 and AB1826 to the requirements at that time.

March 21, 2022 - First reading of Ordinance 2022-05

**Other:**

N/A

**Alternatives:**

Alternative is to not approve and adopt Ordinance 2022-05 and the associated revisions to Visalia Municipal Code chapter 8.28.

**Recommended Motion (and Alternative Motions if expected):**

I move to approve and adopt Ordinance 2022-05 and the associated revisions to the Visalia Municipal Code chapter 8.28, Solid Waste Collection and Disposal.

**Environmental Assessment Status:**

N/A

**CEQA Review:**

N/A

**Attachments:**

Draft Ordinance Revision

Ordinance 2018-03 Adoption



CalRecycle

SB 1383 Implementation Tools

Model Mandatory Organic Waste Disposal  
Reduction Ordinance

**DATE**

**Revised 1/25/2021**

Prepared by  
HF&H Consultants, LLC  
in conjunction with  
Debra Kaufman Consulting





## **DISCLAIMER**

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This Model Tool is for informational and example purposes only. It should not merely be duplicated without consideration of an individual jurisdiction's particular needs or circumstances. It is not intended to cover each and every situation, nor can it anticipate specific needs. In developing this Model Tool, CalRecycle and its consultants (HF&H Consultants in conjunction with Debra Kaufman Consulting) have attempted to ensure that the language herein aligns with the SB 1383 regulations; however, in the event of any conflict, the language in the regulations shall prevail over language in the Model Tool and determination of regulatory intent and interpretation should be appropriately guided by the regulatory language and the official rulemaking record of which this Model Tool is not a component. CalRecycle and its consultants make no representation that use of this Model Tool will ensure compliance with regulatory requirements. This Model Tool does not constitute legal advice. Jurisdictions are encouraged to seek legal counsel appropriate to their particular circumstances regarding compliance with regulatory requirements.

SB 1383 regulations do not dictate that jurisdictions use this Model Ordinance or other ordinance to establish an enforceable mechanism to regulate entities compliance with SB 1383 requirements and standards. Jurisdictions may use an ordinance or other enforceable mechanisms as appropriate pursuant to SB 1383 regulations (14 CCR Section 18981.2(a)).

## **ACKNOWLEDGEMENTS**

This Model Mandatory Organic Waste Disposal Reduction Ordinance was prepared in partnership with CalRecycle, HF&H Consultants, and Debra Kaufman Consulting, with review and input from a Resource Group of experts in a variety of fields and geographic areas of the State. We would like to thank key members of the CalRecycle team and Resource Group members who contributed to this Model Mandatory Organic Waste Disposal Reduction Ordinance as follows:

### **Resource Group**

Kim Braun, City of Culver City  
Suk Chong, Los Angeles County  
Sandra Fox, Special Counsel, City of Fremont  
Ray Grothaus, Republic Services  
Katie Hansen, California Restaurant Association  
Veronica Pardo, California Refuse and Recycling Council  
Eric Potashner, Recology  
Jerry Schuber, City of Fresno  
Kelly Schoonmaker, StopWaste (Alameda County Waste Management Authority)  
Larry Sweetser, Rural Counties Environmental Services JPA  
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### **CalRecycle**

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# **GUIDANCE ON THE MODEL MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE**

The California Department of Resources Recycling and Recovery (CalRecycle) oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to landfills and promote recycling in California, including organic waste recycling under SB 1383. SB 1383, as enacted in 2017 (Lara, Chapter 395, Statutes of 2016), establishes statewide targets to reduce the statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. For the purposes of this document, “SB 1383 regulations” or “SB 1383 regulatory” requirements refer to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of Title 14, Division 7 of the California Code of Regulations (CCR), and amended portions of regulations of Title 14 CCR and Title 27 CCR. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the Statewide goals of SB 1383.

To support jurisdictions and other regulated entities with implementing programs and policies to reach compliance with SB 1383 regulations, CalRecycle offers four Model Implementation Tools including a Model Franchise Agreement, Model Mandatory Organic Waste Disposal Reduction Ordinance, Model Recovered Organic Waste Product Procurement Policy, and Model Food Recovery Agreement. These tools are available for jurisdictions to use and customize to meet their unique needs.

## **INTRODUCTION**

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This Guidance supports the use of the Model Mandatory Organic Waste Disposal Reduction Ordinance (Model). The Model was created recognizing that jurisdictions throughout the State are required by SB 1383 regulations to adopt an ordinance or other similarly enforceable mechanism by January 1, 2022, to mandate that organic waste generators, haulers, and other entities subject to the requirements of SB 1383 regulations and subject to the jurisdiction’s authority, comply with SB 1383 regulatory requirements. The Model supports establishment of enforceable SB 1383-related requirements for organic waste generators, haulers, and other entities subject to the jurisdiction’s authority. It also provides a tool for jurisdictions to regulate those entities’ compliance with SB 1383 regulations. Some jurisdictions may choose to adopt such an ordinance or amend an existing ordinance earlier than January 1, 2022. While a jurisdiction may designate a public or private entity to fulfill some of its SB 1383 regulatory responsibilities via contracts or written agreements, the jurisdiction itself remains responsible for its SB 1383 compliance and enforcing other entities’ compliance with the SB 1383 regulatory items

contained in the ordinance. Under SB 1383 regulations, the jurisdiction is also not allowed to delegate the authority to impose civil penalties to a private entity.

Note: SB 1383 regulations do not dictate that jurisdictions use this Model Ordinance or other ordinance to establish an enforceable mechanism to regulate entities' compliance with SB 1383 regulatory requirements and standards. Jurisdictions may use an ordinance or other enforceable mechanisms as appropriate, pursuant to SB 1383 regulations (14 CCR Section 18981.2(a)).

The Model includes and addresses the SB 1383 regulatory requirements that jurisdictions need to enforce on other entities, including requirements for generators to participate in organic waste collection programs or self-haul organic waste to processing; multi-family and business owners and property managers to support organic waste disposal reduction; commercial edible food generators to recover edible food through contracts or written agreements with food recovery organizations and services; and more. There are other SB 1383 regulatory requirements placed on the jurisdictions that are not included in this Model that may be enforced by CalRecycle on the jurisdiction (and others) including certain recordkeeping, contamination monitoring, procurement, and outreach requirements. These other jurisdictional requirements of SB 1383 regulations may need to be addressed in the jurisdiction's ordinance or separately from their ordinance via incorporation into jurisdiction's other internal policies, guidance, municipal code, and/or other planning documents and guidelines.

Jurisdictions should consult with their legal counsel to determine the best avenue for incorporating these other requirements into their relevant policies, codes, and practices. For example, procurement requirements specified in 14 CCR, Division 7, Chapter 12, Article 12 are presented in the Model Procurement Policy; however, some jurisdictions may determine that some or all of the procurement requirements should be addressed in their ordinance. In such case, the ordinance shall be expanded beyond the scope provided herein to incorporate additional procurement requirements.

The Model has been developed to provide an easy-to-use and highly customizable template for creating an ordinance. The guidance provided herein highlights important considerations to keep in mind when using the Model; customization strategies to adapt the Model to fit jurisdictions' unique conditions, and includes tips and list of additional resources. The jurisdiction may use this model ordinance in its entirety or use only relevant parts of the ordinance.

## **IMPORTANT CONSIDERATIONS**

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- **New Ordinance or Amendment of Existing Ordinance.** The Model is designed to be highly customizable for jurisdictions, providing options to address a range of program and policy choices. It can be used by jurisdictions drafting a new ordinance and those amending an existing ordinance. If jurisdictions are amending an existing ordinance, example provisions from the Model can be integrated into their existing ordinance. Jurisdictions should be mindful of the fact that this Model is intended to

focus on SB 1383 regulatory requirements. A jurisdiction may choose to integrate additional provisions into its ordinance to: (i) provide more clarification on how regulated entities are expected to comply; (ii) expand beyond the SB 1383 regulatory requirements; and/or (iii) include other solid waste handling and diversion requirements.

- **SB 1383 Regulatory Requirements.** Each jurisdiction is responsible for understanding and achieving compliance with SB 1383 regulations. Use of the Model Ordinance does not exempt a jurisdiction from complying with all SB 1383 regulatory requirements. The Model Ordinance includes example language that supports compliance with some, but not all SB 1383 regulatory requirements. The Model Ordinance is designed to enable the jurisdiction to require and enforce provisions that SB 1383 regulations require jurisdictions to require and enforce. It does not include the requirements on the jurisdiction itself, which CalRecycle will be enforcing on the jurisdiction, including recordkeeping, contamination monitoring, recovered organic waste product procurement target attainment, and outreach and education. It is advised that jurisdictions thoroughly review the SB 1383 regulations and take necessary actions to ensure full compliance.

In instances where language from the SB 1383 regulations are incorporated into the Model Ordinance, [the language is shown in blue font](#). The SB 1383 regulation-specific content in blue font follows closely with SB 1383 regulatory language; however, in many cases, the wording of SB 1383 regulatory requirements was adapted to fit the context of the Model Ordinance, conform with defined terms, or be framed with sufficient detail for the Model Ordinance. Additional information on SB 1383 regulations is embedded in many of the guidance notes.

Black font identifies language that is not specific to SB 1383 regulations. In most cases, it relates to the requirements of SB 1383 regulations and has been included to provide the context to understand how SB 1383 regulation-related provisions can be integrated into an ordinance. In other cases, it presents example language to provide the framework of a typical ordinance and guidance notes generally indicate that it is example language that is not required by SB 1383 regulations.

- **Involve Legal Counsel.** Any ordinance that results from use of the Model shall not be considered to have undergone legal counsel review. Each jurisdiction is responsible for involving its legal counsel to perform legal review and approval processes typically required by the jurisdiction for approval of such ordinances.
- **Engage with Affected Entities** When adopting a new or amended ordinance, it is advised that the review and adoption process involve engagement with the regulated entities, which will help with the implementation process as they will be more aware of the upcoming requirements. For example, engagement with organic waste generators, haulers, food recovery organizations, and food recovery services may help jurisdictions to obtain useful input from these stakeholders.



- **Example Language Only.** The provisions in the Model Ordinance are examples of how some SB 1383 regulatory requirements may be integrated and worded in an ordinance. Jurisdictions are not required to use this exact language. The language does, however, reflect the requirements that jurisdictions are required to place on others. All language should be considered in the context of the specific requirements contained in the SB 1383 regulations and the jurisdictions' unique conditions.

## **CUSTOMIZATION CONSIDERATIONS**

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The Model Ordinance is designed to be customizable for a diverse range of jurisdictions, while providing flexibility for each jurisdiction using the Model to reflect their needs. For example, the Model includes a range of options for collection programs (three-, three-plus, two-, and one-container programs; split carts; uncontainerized collection; etc.).

Each jurisdiction will want to capture its local systems and unique approach to its organics collection program and services. As such, jurisdictions are advised to consider the following general items when crafting their ordinance. More specific guidance is included in the Model.

### **1. GUIDANCE AND OPTION NOTES**

Guidance notes are integrated into the Model Ordinance to explain how specific sections and provisions of the Model can be customized for a jurisdiction's needs. General guidance notes are highlighted green. Notes in blue identify various options or areas where specific information is to be inserted or selected.

The Model Ordinance addresses common variations of programs and service options; however, addressing all jurisdictional scenarios was not practical. Given this, some jurisdictions may need to customize some sections of the Model to reflect their conditions by drawing on example provisions in the Model as a starting point. This may be especially true for rural, low-population, or high-elevation jurisdictions that may qualify under SB 1383 regulations for waivers or exemptions from specific requirements (subject to CalRecycle approval of such waivers).

### **2. STANDARD COMPLIANCE OR PERFORMANCE-BASED COMPLIANCE APPROACH**

The terms "Standard Compliance Approach" and "Performance-Based Compliance Approach" are used throughout the Model Ordinance in some section titles, guidance notes, and customization notes. For the purpose of the Model, "Standard Compliance Approach" means the method for complying with the SB 1383 regulations through implementation of organic waste collection programs and policies in accordance with 14 CCR Division 7, Chapter 12, Article 3 and associated requirements. Generally, all provisions in the SB 1383 regulations, other than 14 CCR, Division 7, Chapter 12, Article

17, apply to the Standard-Compliance Approach, unless the Performance-Based Compliance Approach is specifically referenced. For the purpose of the Model, “Performance-Based Compliance Approach” means the “performance-based source separated collection service” that meets the requirements of 14 CCR Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements.

The compliance approach chosen will affect the provisions and structure of a jurisdiction’s ordinance. Some sections in the Model Ordinance are specific to jurisdictions using the Standard Compliance Approach and Performance-Based Compliance Approach and are labeled accordingly. Jurisdictions should use only the sections relevant to their compliance approach and delete the other sections. If section labeling does not identify either of these approaches, the section is applicable to jurisdictions using either type of approach.

For jurisdictions that are adopting a Performance-Based Compliance Approach, jurisdictions should consider the requirements from which they are exempt pursuant to SB 1383 regulations (14 CCR Section 18998.2). Some jurisdictions may decide it is prudent to include these requirements in their ordinance with a mechanism that allows the provisions to be triggered automatically, within a specified time frame, in the event the jurisdiction does not meet the requirements of the Performance-Based Compliance Approach and such compliance exceptions are no longer valid. Other jurisdictions may choose not to include provisions related to the compliance exceptions and amend their ordinance in the future if the jurisdiction does not meet the requirements of the Performance-Based Compliance Approach. The Model Ordinance reflects the later approach.

### **3. TYPE OF JURISDICTION**

Some SB 1383 regulatory requirements differ based on the type of jurisdiction (e.g., city, county, regional agency, special district that provides solid waste collection services, etc.). Jurisdictions should choose the customization options that best match the requirements of their jurisdiction type. Ordinance provisions that differ based on the jurisdiction type will be identified in the guidance notes of the Model Ordinance. Note that the Model does not address the full framework a regional agency or special district will need to capture for its relationship with its member agencies. These types of jurisdictions will need to make modifications to the ordinance depending on their specific requirements.

### **4. WAIVERS AND EXEMPTIONS**

SB 1383 regulations allow jurisdictions to grant waivers to some generators for de minimis volumes, physical space limitations, and less-than-weekly collection frequency, although these waivers are not required. Jurisdictions are advised to review SB 1383 regulations (14 CCR Section 18984.11) on allowable generator waivers and decide whether or not to

include one or more of these generator waivers in their ordinance. The Model Ordinance includes sample language should a jurisdiction decide to include de minimis, physical space, and/or less-than-weekly collection frequency waivers for generators that meet specified requirements.

SB 1383 regulations (14 CCR Section 18984.12) also provide for CalRecycle to grant waivers and exemptions to jurisdictions and some or all of its generators for compliance with some or all of the organic waste collection requirements of SB 1383 regulations (14 CCR Division 7, Chapter 12, Article 3) when the jurisdictions meet low-population, rural area, or high-elevation criteria. Jurisdictions are advised to review the relevant SB 1383 regulations to assess their eligibility for jurisdiction waivers and exemptions and decide whether they plan to apply for a low population or high elevation waiver or a rural exemption. The Model Ordinance does not include language for low population and high elevation waivers and rural exemptions, as the Model Ordinance is focused on requirements on generators and those regulated by the jurisdiction. These types of waivers are granted by CalRecycle to the jurisdiction. Jurisdictions may need to modify their ordinance language depending upon whether they plan to apply for and are granted these specific waivers from CalRecycle.

While waivers for low-population areas and high-elevation areas waive some SB 1383 regulatory requirements for generators and jurisdictions, AB 341 and AB 1826 requirements apply for jurisdictions and for multi-family and commercial generators that are covered by AB 341 and AB 1826 and located in these areas. As a result, jurisdictions with these waivers may need to amend their ordinances to require generators that are covered by AB 341 and AB 1826 to comply with those requirements, to address waivers allowed under AB 341 and AB 1826, and to align with the jurisdiction's AB 341 commercial recycling program and AB 1826 organic waste recycling programs.

## **5. COLLECTION METHOD**

The manner in which a jurisdiction arranges for organic waste collection services to be provided to generators will impact the necessary provisions of their ordinance. General guidance and options are presented in the Model Ordinance to give jurisdictions insight on which language to select and adapt for their collection program conditions.

## **6. DELEGATION OF RESPONSIBILITIES & ENFORCEMENT**

Users of the Model Ordinance are also advised to consider which enforcement requirements of the SB 1383 regulations will remain the responsibility of the jurisdiction or whether they will be delegated to another jurisdiction, including regional agencies. For example, some jurisdictions may choose to conduct inspections and enforcement themselves and others may enter an agreement with another jurisdiction to conduct such inspections and enforcement on their behalf (such as a regional agency or County Environmental Health Department). Jurisdictions should consider whether it is sharing responsibility for enforcement with any other jurisdictions when considering what language to include.

Example language to reflect a shared enforcement methodology is presented in the Model Ordinance as an option. It is important to note that regardless of how a jurisdiction chooses to handle enforcement, the jurisdiction itself remains responsible for enforcement, and could be subject to penalties based on non-enforcement, according to SB 1383 regulations. It is also important to understand that SB 1383 regulations prohibit a jurisdiction from delegating its authority to impose civil penalties, or to maintain an action to impose civil penalties, to a private entity. Jurisdictions should change the enforcement language in the Model Ordinance to be consistent with their own administrative procedures on enforcement actions; the enforcement process and timeline outlined in SB 1383 regulations; and California Government Code Section 53069.4.

## **7. ALIGNMENT OF DEFINED TERMS**

The Model Ordinance includes dozens of defined terms, many of which were obtained from SB 1383 regulatory definitions and some from example ordinances and franchise agreements. The nuances of defined terms and their relationship to one another can have a significant impact on the meaning of the provisions of the ordinance. For this reason, jurisdictions are advised to carefully review the definitions they are using in existing ordinances, franchises, processing agreements, and municipal code, as well as the definitions in SB 1383 regulations, and modify existing definitions, delete non-applicable definitions, and integrate new ones where needed. It is likely that some of the definitions in the Model can be used without modification, while others will need to be tailored to the jurisdiction's unique conditions, collection program, and contractual arrangements. For example, if a jurisdiction is considering use of an anaerobic digestion facility that only accepts clean food scraps, the jurisdiction may want to exclude food-soiled paper in the definition of food scraps, or create an additional subdivision of the definition.

Additionally, the Model refers to containers by their colors (gray, green, blue, and brown) as done in the SB 1383 regulations. Users may need to add, remove, or change colors of containers in the definitions to match the container lid and body color options selected for their program, pursuant to the container color requirements and compliance dates in Article 3 of the SB 1383 regulations. Additionally, definitions are included that would work for each type of organics collection system: three, three-plus, two-, and one-container, and the allowable permutations thereof. Once the jurisdiction determines their collection system(s), they should retain the definitions that are most appropriate for their collection program and delete the others. Guidance notes in the Model provide direction on the instances in which some definitions are applicable or non-applicable.

The following figure identifies the defined terms used in the Model Ordinance to describe the various material streams associated with each color container. This is provided for convenience to orient the user to the terminology, which, in some cases, is likely to be different than their current terminology.

## Defined Terms Used in Model Ordinance

Container Color	Terminology of Material Streams
Blue Containers	<ul style="list-style-type: none"> <li>• Source separated recyclable materials</li> <li>• Non-organic recyclables - glass, metal, plastic, etc.</li> <li>• Source separated blue container organic waste (SSBCOW) – organic recyclables such as fibers and cardboard</li> </ul>
Green containers	<ul style="list-style-type: none"> <li>• Source separated Green Container organic waste (SSGCOW)</li> </ul>
Gray containers	<ul style="list-style-type: none"> <li>• Gray container waste (three- and three-plus container systems that do not allow organic waste, such as food waste, in the gray container)</li> <li>• Mixed waste organic collection stream or mixed waste (two- and one-container systems and three- and three-plus-container systems that allow organic waste, such as food waste, in the gray container)</li> </ul>

*Note: Organic waste is a defined term that serves as an umbrella for all organics including SSBCOW, SSGCOW, textiles, carpet, etc. Organic wastes are collected in a combination of containers depending on the collection system and therefore not separately identified in the table above.*

Not all of the definitions contained within the SB 1383 regulations have been included in the ordinance. It is advised that the jurisdiction review all of the SB 1383 regulatory definitions and determine whether it would be beneficial to add any additional terms. While the user may also modify or create their own definitions, the jurisdiction must ensure that all SB 1383 regulatory requirements are met. For example, material streams can be defined, renamed, or further subdivided, or the jurisdiction may wish to refer to the containers by material stream type rather than color; however, the ordinance must include requirements to assure that all organic waste specified in SB 1383 regulations for collection is collected and processed or managed in a compliant manner.

In addition, jurisdictions will need to amend the definitions in their municipal/county code to align with updated definitions in their ordinance and franchise agreement. Jurisdictions should attempt to coordinate definitions used in the ordinance, their franchise agreement, and their municipal/county code sections related to solid waste collection and recycling.

## 8. DOCUMENT STRUCTURE

The Model Ordinance is structured to include sections on definitions and requirements on: single-family and multi-family generators, commercial businesses, self-haulers, commercial edible food generators, food recovery organizations and services, vendors of paper products, and sections on waivers, compliance with CALGreen and MWELo,

inspections, and enforcement. Where applicable, separate sections are included for those using the standard compliance approach vs. the performance-based compliance approach.

## **ADDITIONAL TIPS FOR USING THE MODEL**

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1. **Modify Language.** Adjust the Model language to fit the jurisdiction's specific needs. For example, a jurisdiction using only a three-container system will need to delete all provisions related to three-plus, two-, and one-container systems.
2. **Change Jurisdiction.** The term "jurisdiction" is used throughout this Model Ordinance; however, the entity responsible for adopting this Ordinance will need to change "jurisdiction" throughout the document to the appropriate term, which may be City, County, City and County, Special District that provides solid waste handling services, Joint Powers Authority, Regional Agency, etc.
3. **Delete Guidance Notes and Unused Options.** Green highlighting identifies guidance notes presented in the Model for reference only, which are to be removed by the user when preparing its final Ordinance. In cases where the Model offers multiple options, blue highlighting identifies optional provisions and areas where customization is advised. Options and customization items that are not selected are to be deleted and section numbers must be modified accordingly.
4. **Blend Existing Provisions with Model Provisions.** When using the Model Ordinance, users may want to select provisions from both the Model Ordinance and their existing ordinance(s) to create an ordinance that best suits its needs.
5. **Style and Design.** The use of multiple font colors and highlighting to differentiate content in the Model Ordinance, as described above, is not required in any final document produced, and the colors should be eliminated or made consistent with the user's standard document styles. The Model Ordinance has been designed in accordance with CalRecycle's accessibility guidelines. SB 1383 regulations do not require specific styles or design to be used for ordinances, and the final document style is at each jurisdiction's discretion.

## **ADDITIONAL CALRECYCLE RESOURCES**

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1. SB 1383 General Information: <https://www.calrecycle.ca.gov/organics/slcp>
2. SB 1383 Regulations: <https://www2.calrecycle.ca.gov/Docs/Web/118371> (for an accessible version, please use this link: <https://www2.calrecycle.ca.gov/Docs/Web/118368>)



3. SB 1383 Model Implementation Tools:  
<https://www.calrecycle.ca.gov/organics/slcp/education/>

This webpage includes the following Model Tools:

- Model Franchise Agreement
- Model Mandatory Organic Waste Disposal Reduction Ordinance
- Model Recovered Organic Waste Product Procurement Policy
- Model Food Recovery Agreement

4. Other Recovered Organic Waste Product Procurement Resources

- Calculator for Annual Recovered Organic Waste Product Procurement:  
<https://www2.calrecycle.ca.gov/Docs/Web/118521>

5. SB 1383 Case Studies: <https://www.calrecycle.ca.gov/organics/slcp/education>

Eight case studies are available including two each on franchise agreements, mandatory organic waste disposal reduction ordinances, recovered organic waste product procurement, and food recovery programs and policies.

6. Other Relevant SB 1383 CalRecycle Reports

- SB 1383 Local Services Rates Analysis:  
<https://www2.calrecycle.ca.gov/Publications/Details/1698>
- SB 1383 Infrastructure and Market Analysis:  
<https://www2.calrecycle.ca.gov/Publications/Details/1652>

7. Relevant Regulations Referenced in the Model Policy:

- Title 14 of California Code of Regulations, Division 7, Department of Resources Recycling and Recovery:  
[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFF17BBCC72F5412C8FEEF78290C1526E&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFF17BBCC72F5412C8FEEF78290C1526E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))
- Title 27 of California Code of Regulations, Division 2, Environmental Protection, Solid Waste (27 CCR Division 2):  
<https://www.calrecycle.ca.gov/laws/regulations/title27>
- Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of California Code of Regulations:  
<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I55B69DB0D45A11DEA95CA4428EC25FA0&transitionType=Default&contextData=%28sc.Default%29>

- Public Contract Code (including recycled-content paper requirements):  
[https://leginfo.legislature.ca.gov/faces/codes\\_displayexpandedbranch.xhtml?tocCode=PCC&division=2.&title=&part=2.&chapter=&article=&goUp=Y](https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=PCC&division=2.&title=&part=2.&chapter=&article=&goUp=Y)
- Public Resources Code:  
[http://leginfo.legislature.ca.gov/faces/codes\\_displayexpandedbranch.xhtml?lawCode=PRC&division=30.&title=&part=1.&chapter=2.&article=&goUp=Y](http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=PRC&division=30.&title=&part=1.&chapter=2.&article=&goUp=Y)
- Code of Federal Regulations, Title 16 (including relevant definitions):  
<https://www.govinfo.gov/app/details/CFR-2013-title16-vol1/CFR-2013-title16-vol1-sec260-12/context>

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# MODEL MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE

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## SECTION 1. PURPOSE AND FINDINGS

The Jurisdiction finds and declares:

- (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.
- (c) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to implement a Mandatory Commercial Organics Recycling program. **Guidance: Rural Jurisdictions that are exempt from AB 1826 may not need the preceding statement.**
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food

Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

(e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

(f) Requirements in this ordinance are consistent with other adopted goals and policies of the Jurisdiction including: \_\_\_\_\_ (Jurisdiction to insert description). Guidance: At Jurisdiction's option, Jurisdictions may want to include this subsection (f) to add Jurisdiction-specific diversion goals or policies here such as a 75% diversion or zero waste goal, C&D recovery ordinance, greenhouse gas reduction goals, local climate action plan, etc.

## SECTION 2. TITLE OF ORDINANCE

This chapter shall be entitled "Mandatory Organic Waste Disposal Reduction Ordinance".

Guidance: This is a suggested title for the ordinance. Jurisdictions may choose a different name for the ordinance.

## SECTION 3. DEFINITIONS

Guidance: Most of the following definitions are excerpted from the SB 1383 Regulations (14 CCR Section 18982) with SB 1383 Regulation-specific text noted in green font. There are additional definitions in the SB 1383 Regulations that are not included here. Jurisdiction may want to review that list of definitions in 14 CCR Section 18982 to determine whether it wants to add any additional definitions to its ordinance. Jurisdiction may also choose to delete definitions not appropriate for its system and/or to include additional definitions that are appropriate for its system and ordinance.

(a) "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste. Guidance: For three-container, three-plus-container, and two-container blue/gray systems, include this "Blue Container" definition. For two-container green/gray systems and one-container systems, delete this definition.

(b) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

- 74 (c) “California Code of Regulations” or “CCR” means the State of California Code of  
75 Regulations. CCR references in this ordinance are preceded with a number that  
76 refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- 77 (d) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship,  
78 joint-stock company, corporation, or association, whether for-profit or nonprofit,  
79 strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise  
80 defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that  
81 consists of fewer than five (5) units is not a Commercial Business for purposes of  
82 implementing this ordinance.
- 83 (e) “Commercial Edible Food Generator” includes a Tier One or a Tier Two  
84 Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this  
85 ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74).  
86 For the purposes of this definition, Food Recovery Organizations and Food  
87 Recovery Services are not Commercial Edible Food Generators pursuant to 14  
88 CCR Section 18982(a)(7).
- 89 (f) “Compliance Review” means a review of records by a Jurisdiction to determine  
90 compliance with this ordinance.
- 91 (g) “Community Composting” means any activity that composts green material,  
92 agricultural material, food material, and vegetative food material, alone or in  
93 combination, and the total amount of feedstock and Compost on-site at any one  
94 time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR  
95 Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- 96 (h) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which  
97 stated, as of the effective date of this ordinance, that “Compost” means the product  
98 resulting from the controlled biological decomposition of organic Solid Wastes that  
99 are Source Separated from the municipal Solid Waste stream, or which are  
100 separated at a centralized facility.
- 101 (i) “Compostable Plastics” or “Compostable Plastic” means plastic materials that  
102 meet the ASTM D6400 standard for compostability, or as otherwise described in  
103 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- 104 (j) “Container Contamination” or “Contaminated Container” means a container,  
105 regardless of color, that contains Prohibited Container Contaminants, or as  
106 otherwise defined in 14 CCR Section 18982(a)(55).
- 107 (k) “C&D” means construction and demolition debris.
- 108 (l) “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR  
109 Section 18982(14.5), means a Solid Waste facility that accepts a Source  
110 Separated Organic Waste collection stream as defined in 14 CCR Section  
111 17402(a)(26.6) and complies with one of the following:



(1) The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

(A) If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.

(2) The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5. Guidance: Note that the definition of composting operation includes in-vessel digestion as regulated in 14 CCR Section 17896.

(A) If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.” For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49). Guidance: The reporting periods identified in the above Section 3(l)(2)(A) are consistent with reporting that facilities must submit to CalRecycle under RDRS regulations and not reporting to be submitted under this ordinance.

Guidance: This definition is only needed when the Jurisdiction is using the Performance-Based Compliance Approach; delete this definition if using the Standard Compliance Approach.

(m) “Designee” means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

152 (n) “Edible Food” means food intended for human consumption, or as otherwise  
153 defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as  
154 otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid  
155 Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR,  
156 Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that  
157 does not meet the food safety requirements of the California Retail Food Code.

158 (o) “Enforcement Action” means an action of the Jurisdiction to address non-  
159 compliance with this ordinance including, but not limited to, issuing administrative  
160 citations, fines, penalties, or using other remedies.

161 (p) “Excluded Waste” means hazardous substance, hazardous waste, infectious  
162 waste, designated waste, volatile, corrosive, medical waste, infectious, regulated  
163 radioactive waste, and toxic substances or material that facility operator(s), which  
164 receive materials from the Jurisdiction and its generators, reasonably believe(s)  
165 would, as a result of or upon acceptance, transfer, processing, or disposal, be a  
166 violation of local, State, or Federal law, regulation, or ordinance, including: land  
167 use restrictions or conditions, waste that cannot be disposed of in Class III landfills  
168 or accepted at the facility by permit conditions, waste that in Jurisdictions, or its  
169 Designee’s reasonable opinion would present a significant risk to human health or  
170 the environment, cause a nuisance or otherwise create or expose Jurisdiction, or  
171 its Designee, to potential liability; but not including de minimis volumes or  
172 concentrations of waste of a type and amount normally found in Single-Family or  
173 Multi-Family Solid Waste after implementation of programs for the safe collection,  
174 processing, recycling, treatment, and disposal of batteries and paint in compliance  
175 with Sections 41500 and 41802 of the California Public Resources Code. Excluded  
176 Waste does not include used motor oil and filters, household batteries, universal  
177 wastes, and/or latex paint when such materials are defined as allowable materials  
178 for collection through the Jurisdiction’s collection programs and the generator or  
179 customer has properly placed the materials for collection pursuant to instructions  
180 provided by Jurisdiction or its Designee for collection services.

181 Guidance: Jurisdictions should modify the above Excluded Waste definition based  
182 on the specific types of accepted or prohibited materials in their program. For  
183 example, the final sentence of this definition is an example of a customization  
184 option that a Jurisdiction might include if the Jurisdiction has a special collection or  
185 recycling program for items like motor oil and filters, household batteries, or other  
186 such items as applicable.

187 (q) “Food Distributor” means a company that distributes food to entities including, but  
188 not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14  
189 CCR Section 18982(a)(22).

190 (r) “Food Facility” has the same meaning as in Section 113789 of the Health and  
191 Safety Code.

- 192 (s) “Food Recovery” means actions to collect and distribute food for human  
193 consumption that otherwise would be disposed, or as otherwise defined in 14 CCR  
194 Section 18982(a)(24).
- 195 (t) “Food Recovery Organization” means an entity that engages in the collection or  
196 receipt of Edible Food from Commercial Edible Food Generators and distributes  
197 that Edible Food to the public for Food Recovery either directly or through other  
198 entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not  
199 limited to:
- 200 (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- 201 (2) A nonprofit charitable organization as defined in Section 113841 of the  
202 Health and Safety code; and,
- 203 (3) A nonprofit charitable temporary food facility as defined in Section 113842  
204 of the Health and Safety Code.
- 205 A Food Recovery Organization is not a Commercial Edible Food Generator for the  
206 purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12  
207 pursuant to 14 CCR Section 18982(a)(7).
- 208 If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization  
209 differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall  
210 apply to this ordinance.
- 211 (u) “Food Recovery Service” means a person or entity that collects and transports  
212 Edible Food from a Commercial Edible Food Generator to a Food Recovery  
213 Organization or other entities for Food Recovery, or as otherwise defined in 14  
214 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible  
215 Food Generator for the purposes of this ordinance and implementation of 14 CCR,  
216 Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- 217 (v) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat,  
218 poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and  
219 eggshells. Food Scraps excludes fats, oils, and grease when such materials are  
220 Source Separated from other Food Scraps. Guidance: Jurisdictions should modify  
221 the above definition of Food Scraps to be consistent with their specific list of  
222 accepted Food Scraps. For example, Jurisdictions that accept fats, oils, and  
223 grease in their collection program should modify the final sentence of this definition  
224 accordingly.
- 225 (w) “Food Service Provider” means an entity primarily engaged in providing food  
226 services to institutional, governmental, Commercial, or industrial locations of  
227 others based on contractual arrangements with these types of organizations, or as  
228 otherwise defined in 14 CCR Section 18982(a)(27).

- 229 (x) "Food-Soiled Paper" is compostable paper material that has come in contact with  
230 food or liquid, such as, but not limited to, compostable paper plates, paper coffee  
231 cups, napkins, pizza boxes, and milk cartons.
- 232 (y) "Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.
- 233 Guidance: Jurisdictions should modify the above definition of Food Waste  
234 according to the materials accepted in their program. For example, some programs  
235 do not accept Food-Soiled Paper in their collection programs based on the  
236 processing technologies used. In that case, Jurisdictions should modify this  
237 definition to remove or restrict Food-Soiled Paper if desired. It should be noted;  
238 however, that Jurisdictions are still required to handle Food-Soiled Paper in a  
239 manner that results in landfill disposal reduction pursuant to 14 CCR Section  
240 18983.1. However, if the Food-Soiled Paper is not included in Food Waste or Food  
241 Scraps collection, the Jurisdiction is still responsible for providing a method of  
242 properly handling and processing all Organic Waste that are required by SB 1383  
243 Regulations to be handled in a manner that results in landfill disposal reduction in  
244 accordance with 14 CCR Section 18983.1.
- 245 Jurisdictions may choose to include Compostable Plastics in their definition of  
246 Food Waste if such materials are accepted in their program. If the Jurisdiction does  
247 not allow Compostable Plastics to be collected with Food Waste, delete  
248 "Compostable Plastics" from the Food Waste definition.
- 249 (z) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and  
250 shall be used for the purpose of storage and collection of Gray Container Waste.  
251 Guidance: For two- and one-container systems and three- and three-plus-  
252 container systems that allow Organic Waste, such as Food Waste, for collection in  
253 the Gray Container, replace "Gray Container Waste" with "Mixed Waste" in this  
254 sentence.
- 255 (aa) "Gray Container Waste" means Solid Waste that is collected in a Gray Container  
256 that is part of a three-container Organic Waste collection service that prohibits the  
257 placement of Organic Waste in the Gray Container as specified in 14 CCR  
258 Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section  
259 17402(a)(6.5). Guidance: This definition is only needed for Jurisdictions using  
260 three- or three-plus-container systems that prohibit Organic Waste, such as Food  
261 Waste, to be collected in the Gray Container. For Jurisdictions using a two- or one-  
262 container system, or a three- or three-plus-container system that allows Organic  
263 Waste, such as Food Waste, for collection in the Gray Container, delete this  
264 definition and instead include only the definition of "Mixed Waste" below.
- 265 (bb) "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29)  
266 and shall be used for the purpose of storage and collection of Source Separated  
267 Green Container Organic Waste. Guidance: For three-container, three-plus-  
268 container, and two-container green/gray systems, include this "Green Container"

- 269 definition. For two-container blue/gray systems and one-container systems, delete  
270 this definition.
- 271 (cc) “Grocery Store” means a store primarily engaged in the retail sale of canned food;  
272 dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area  
273 that is not separately owned within the store where the food is prepared and  
274 served, including a bakery, deli, and meat and seafood departments, or as  
275 otherwise defined in 14 CCR Section 18982(a)(30).
- 276 (dd) “Hauler Route” means the designated itinerary or sequence of stops for each  
277 segment of the Jurisdiction’s collection service area, or as otherwise defined in 14  
278 CCR Section 18982(a)(31.5). Guidance: The SB 1383 Regulations do not specify  
279 the time unit or frequency of a “Hauler Route.” Jurisdictions may wish to modify  
280 this definition to specify whether a route is daily, weekly, etc., for the purposes of  
281 the ordinance.
- 282 (ee) “High Diversion Organic Waste Processing Facility” means a facility that is in  
283 compliance with the reporting requirements of 14 CCR Section 18815.5(d) and  
284 meets or exceeds an annual average Mixed Waste organic content Recovery rate  
285 of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent  
286 after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for  
287 Organic Waste received from the “Mixed waste organic collection stream” as  
288 defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR  
289 Section 18982(a)(33).
- 290 (ff) “Inspection” means a site visit where a Jurisdiction reviews records, containers,  
291 and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste  
292 or Edible Food handling to determine if the entity is complying with requirements  
293 set forth in this ordinance, or as otherwise defined in 14 CCR Section  
294 18982(a)(35).
- 295 (gg) “Jurisdiction” Guidance: No definition has been included for Jurisdiction. Users of  
296 the Model Ordinance are instructed to replace Jurisdiction throughout the Model  
297 with the term appropriate to their organization (e.g., City, County, Special District  
298 that provides solid waste collection services, Agency, etc.).
- 299 (hh) “Jurisdiction Enforcement Official” means the city manager, county administrative  
300 official, chief operating officer, executive director, or other executive in charge or  
301 their authorized Designee(s) who is/are partially or whole responsible for enforcing  
302 the ordinance. See also “Regional or County Agency Enforcement Official”.  
303 Guidance: If the Jurisdiction chooses a different enforcement model, then it should  
304 change or delete this definition. Other approaches may be enforcement by  
305 committee, task force, or elected body, should such entities be designated by the  
306 Jurisdiction with those responsibilities. Enforcement does not have to be limited  
307 to one person; however, the Jurisdiction may not delete its authority to impose any  
308 civil penalties that are required by the SB 1383 Regulations to a private entity  
309 pursuant to 14 CCR Section 18981.2(d).



- (ii) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- (jj) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
- (kk) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (ll) “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5). Guidance: This definition is only to be used by Jurisdictions using two- or one-container systems or three- or three-plus-container systems that allow Organic Waste, such as Food Waste, for collection in the Gray Container. In these cases, materials in the Gray Containers are to be processed at a High Diversion Organic Waste Processing Facility. Delete if using a three- or three-plus container system that does not allow Organic Waste to be collected in the Gray Containers.
- (mm) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. Guidance: Under the SB 1383 Regulations and in this Model Ordinance, Multi-Family Residential Dwellings with five (5) or more units are included under the definition of a Commercial Business per 14 CCR Section 18982(a)(6).



- 351 (nn) “MWELO” refers to the [Model Water Efficient Landscape Ordinance \(MWELO\)](#), 23  
352 CCR, Division 2, Chapter 2.7.
- 353 (oo) “Non-Compostable Paper” includes but is not limited to paper that is coated in a  
354 plastic material that will not breakdown in the composting process, or as otherwise  
355 defined in 14 CCR Section 18982(a)(41). Guidance: In the definition of Non-  
356 Compostable Paper, Jurisdictions may wish to provide additional detail on the  
357 materials and coatings that their processing facility is able to accept. However, the  
358 Jurisdiction is still responsible for properly handling and processing all Organic  
359 Waste required by the SB 1383 Regulations to be handled in a manner that results  
360 in landfill disposal reduction in accordance with 14 CCR Section 18983.1.
- 361 (pp) “Non-Local Entity” means the following entities that are not subject to the  
362 Jurisdiction’s enforcement authority, or as otherwise defined in 14 CCR Section  
363 18982(a)(42):
- 364 Guidance: Jurisdiction should include one or more of the items below as  
365 appropriate for Jurisdiction, and delete non-applicable items.
- 366 (1) [Special district\(s\)](#) located within the boundaries of the Jurisdiction, including  
367 \_\_\_\_\_ (insert names of special districts).
- 368 (2) [Federal facilities](#), including military installations, located within the  
369 boundaries of the Jurisdiction, including \_\_\_\_\_ (insert names of federal  
370 facilities).
- 371 (3) [Prison\(s\)](#) located within the boundaries of the Jurisdiction, including  
372 \_\_\_\_\_ (insert names of prisons). Guidance: Private prisons are  
373 considered Commercial Businesses and should not be listed here.
- 374 (4) [Facilities operated by the State park system](#) located within the boundaries  
375 of the Jurisdiction, including \_\_\_\_\_ (insert names of State park  
376 facilities).
- 377 (5) [Public universities \(including community colleges\)](#) located within the  
378 boundaries of the Jurisdiction, including \_\_\_\_\_ (insert names of  
379 universities).
- 380 (6) [County fairgrounds](#) located within the boundaries of the Jurisdiction,  
381 including \_\_\_\_\_ (insert names of fairgrounds).
- 382 (7) [State agencies](#) located within the boundaries of the Jurisdiction, including  
383 \_\_\_\_\_ (insert names of State agencies).
- 384 (qq) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable  
385 wastes including but not limited to bottles, cans, metals, plastics and glass, or as  
386 otherwise defined in 14 CCR Section 18982(a)(43). Guidance: Only Jurisdictions

- 387 that have three-, three-plus-, or two-container collection service will include “Non-  
388 Organic Recyclables” definition. Delete if using a one-container collection service.
- 389 (rr) “Notice of Violation (NOV)” means a notice that a violation has occurred that  
390 includes a compliance date to avoid an action to seek penalties, or as otherwise  
391 defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section  
392 18995.4.
- 393 (ss) “Organic Waste” means Solid Wastes containing material originated from living  
394 organisms and their metabolic waste products, including but not limited to food,  
395 green material, landscape and pruning waste, organic textiles and carpets, lumber,  
396 wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate,  
397 and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids  
398 and digestate are as defined by 14 CCR Section 18982(a).
- 399 (tt) “Organic Waste Generator” means a person or entity that is responsible for the  
400 initial creation of Organic Waste, or as otherwise defined in 14 CCR Section  
401 18982(a)(48).
- 402 (uu) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons,  
403 wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and  
404 toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- 405 (vv) “Printing and Writing Papers” include, but are not limited to, copy, xerographic,  
406 watermark, cotton fiber, offset, forms, computer printout paper, white wove  
407 envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint,  
408 and other uncoated writing papers, posters, index cards, calendars, brochures,  
409 reports, magazines, and publications, or as otherwise defined in 14 CCR Section  
410 18982(a)(54).
- 411 (ww) “Prohibited Container Contaminants”
- 412 Guidance: Jurisdictions shall include one or more of the definitions of Prohibited  
413 Container Contaminants listed below, corresponding with the collection service(s)  
414 it is using, and delete the others.
- 415 (1) Option 1, Three-container or three-plus-container collection service (Blue  
416 Container, Green Container, and Gray Containers): “Prohibited Container  
417 Contaminants” means the following: (i) discarded materials placed in the  
418 Blue Container that are not identified as acceptable Source Separated  
419 Recyclable Materials for the Jurisdiction’s Blue Container; (ii) discarded  
420 materials placed in the Green Container that are not identified as acceptable  
421 Source Separated Green Container Organic Waste for the Jurisdiction’s  
422 Green Container; (iii) discarded materials placed in the Gray Container that  
423 are acceptable Source Separated Recyclable Materials and/or Source  
424 Separated Green Container Organic Wastes to be placed in Jurisdiction’s

- 425 Green Container and/or Blue Container; and, (iv) Excluded Waste placed in  
426 any container.
- 427 (2) Option 2a, Two-container (green/gray) collection service for Source  
428 Separated Green Container Organic Waste and mixed materials):  
429 “Prohibited Container Contaminants” means the following: (i) discarded  
430 materials placed in a Green Container that are not identified as acceptable  
431 Source Separated Green Container Organic Waste for the Jurisdiction’s  
432 Green Container; (ii) discarded materials placed in the Gray Container that  
433 are identified as acceptable Source Separated Green Container Organic  
434 Waste, which are to be separately collected in Jurisdiction’s Green  
435 Container; and, (iii) Excluded Waste placed in any container.
- 436 (3) Option 2b, Two-container (blue/gray) collection service for Source  
437 Separated Recyclable Materials and mixed materials): “Prohibited  
438 Container Contaminants” means the following: (i) discarded materials  
439 placed in a Blue Container that are not identified as acceptable Source  
440 Separated Recyclable Materials for Jurisdiction’s Blue Container; (ii)  
441 discarded materials placed in the Gray Container that are identified as  
442 acceptable Source Separated Recyclable Materials, which are to be  
443 separately collected in Jurisdiction’s Blue Container; and, (iii) Excluded  
444 Waste placed in any container.
- 445 (4) Option 3, One-container collection service: “Prohibited Container  
446 Contaminants” means Excluded Waste placed in any container. Guidance:  
447 The term “Prohibited Container Contaminants” under the SB 1383  
448 Regulations does not apply to one-container systems; however,  
449 Jurisdictions may wish to use this definition to explicitly state that Excluded  
450 Waste is a contaminant in a one-container system.
- 451 (xx) “Recovered Organic Waste Products” means products made from California,  
452 landfill-diverted recovered Organic Waste processed in a permitted or otherwise  
453 authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- 454 (yy) “Recovery” means any activity or process described in 14 CCR Section  
455 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- 456 (zz) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper  
457 that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as  
458 otherwise defined in 14 CCR Section 18982(a)(61).
- 459 (aaa) “Regional Agency” means regional agency as defined in Public Resources Code  
460 Section 40181.
- 461 (bbb) “Regional or County Agency Enforcement Official” means a regional or county  
462 agency enforcement official, designated by the Jurisdiction with responsibility for  
463 enforcing the ordinance in conjunction or consultation with Jurisdiction  
464 Enforcement Official. Guidance: Include Regional or County Agency Enforcement

- 465 Official only if Jurisdiction plans to designate another public entity with enforcement  
466 responsibilities. Jurisdiction should stay involved in Enforcement Actions as the  
467 responsibility for enforcement remains with each Jurisdiction.
- 468 (ccc) "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless  
469 electronic devices to visualize the contents of Blue Containers, Green Containers,  
470 and Gray Containers for purposes of identifying the quantity of materials in  
471 containers (level of fill) and/or presence of Prohibited Container Contaminants.
- 472 (ddd) "Renewable Gas" means gas derived from Organic Waste that has been diverted  
473 from a California landfill and processed at an in-vessel digestion facility that is  
474 permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as  
475 otherwise defined in 14 CCR Section 18982(a)(62).
- 476 (eee) "Restaurant" means an establishment primarily engaged in the retail sale of food  
477 and drinks for on-premises or immediate consumption, or as otherwise defined in  
478 14 CCR Section 18982(a)(64).
- 479 (fff) "Route Review" means a visual Inspection of containers along a Hauler Route for  
480 the purpose of determining Container Contamination, and may include mechanical  
481 Inspection methods such as the use of cameras, or as otherwise defined in 14  
482 CCR Section 18982(a)(65).
- 483 (ggg) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on  
484 September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and  
485 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing  
486 with Section 42652) to Part 3 of Division 30 of the Public Resources Code,  
487 establishing methane emissions reduction targets in a Statewide effort to reduce  
488 emissions of short-lived climate pollutants as amended, supplemented,  
489 superseded, and replaced from time to time.
- 490 (hhh) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the  
491 purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste  
492 Reduction regulations developed by CalRecycle and adopted in 2020 that created  
493 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR  
494 and 27 CCR. Guidance: Throughout the Model, Sections of the SB 1383  
495 Regulations are referenced in the format "14 CCR Section XXXX," or "27 CCR  
496 Section XXXX" with the exception of certain cases where a more general reference  
497 to "SB 1383 Regulations" was appropriate. "14 CCR" means Title 14 of the  
498 California Code of Regulations, and "27 CCR" means Title 27 of the California  
499 Code of Regulations.
- 500 (iii) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or  
501 recyclable material he or she has generated to another person. Self-hauler also  
502 includes a person who back-hauls waste, or as otherwise defined in 14 CCR  
503 Section 18982(a)(66). Back-haul means generating and transporting Organic  
504 Waste to a destination owned and operated by the generator using the generator's

505 own employees and equipment, or as otherwise defined in 14 CCR Section  
506 18982(a)(66)(A).

507 (jjj) “Single-Family” means of, from, or pertaining to any residential premises with fewer  
508 than five (5) units. Guidance: Jurisdiction may amend this definition to be  
509 consistent with the current definition and the Jurisdiction’s current codes; however,  
510 the threshold unit number of five (5) must remain consist with the SB 1383  
511 Regulations (refer to Commercial Business definition in 14 CCR Section  
512 18982(a)(6), which includes Multi-Family dwellings of five (5) or more units and  
513 excludes Multi-Family Residential Dwellings with fewer than five (5) units).

514 (kkk) “Solid Waste” has the same meaning as defined in State Public Resources Code  
515 Section 40191, which defines Solid Waste as all putrescible and nonputrescible  
516 solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper,  
517 rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned  
518 vehicles and parts thereof, discarded home and industrial appliances, dewatered,  
519 treated, or chemically fixed sewage sludge which is not hazardous waste, manure,  
520 vegetable or animal solid and semi-solid wastes, and other discarded solid and  
521 semisolid wastes, with the exception that Solid Waste does not include any of the  
522 following wastes:

523 (1) Hazardous waste, as defined in the State Public Resources Code Section  
524 40141.

525 (2) Radioactive waste regulated pursuant to the State Radiation Control Law  
526 (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of  
527 the State Health and Safety Code).

528 (3) Medical waste regulated pursuant to the State Medical Waste Management  
529 Act (Part 14 (commencing with Section 117600) of Division 104 of the State  
530 Health and Safety Code). Untreated medical waste shall not be disposed of  
531 in a Solid Waste landfill, as defined in State Public Resources Code Section  
532 40195.1. Medical waste that has been treated and deemed to be Solid  
533 Waste shall be regulated pursuant to Division 30 of the State Public  
534 Resources Code.

535 (III) “Source Separated” means materials, including commingled recyclable materials,  
536 that have been separated or kept separate from the Solid Waste stream, at the  
537 point of generation, for the purpose of additional sorting or processing those  
538 materials for recycling or reuse in order to return them to the economic mainstream  
539 in the form of raw material for new, reused, or reconstituted products, which meet  
540 the quality standards necessary to be used in the marketplace, or as otherwise  
541 defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance,  
542 Source Separated shall include separation of materials by the generator, property  
543 owner, property owner’s employee, property manager, or property manager’s  
544 employee into different containers for the purpose of collection such that Source  
545 Separated materials are separated from Gray Container Waste/Mixed Waste or



other Solid Waste for the purposes of collection and processing. Guidance: In the preceding sentence, use “Gray Container Waste” for three- and three-plus container systems that prohibit Organic Waste, such as Food Waste, in the Gray Containers; use “Mixed Waste” for two- and one-container systems and three- or three-plus-container systems that allow Organic Waste, such as Food Waste, to be collected in the Gray Container.

(mmm) “Source Separated Blue Container Organic Waste” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7). Guidance: This definition is intended to reflect recyclable materials that are considered Organic Waste such as Paper Products and Printing and Writing Paper, and, if permitted by the Jurisdiction to be placed in the Blue Container, wood, dry lumber, and textiles. This definition is only needed for Jurisdictions using three-, three-plus-, or two-container (blue/gray) systems.

(nnn) “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles. Guidance: This definition should only be included for Jurisdictions using a three-, three-plus, or two-container (green/gray) system. This definition is not included in the SB 1383 Regulations. It is provided as a term for materials collected in a Green Container.

(ooo) “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste. Guidance: This definition is only needed for Jurisdictions using three-, three-plus, or two-container (blue/gray) systems. This definition is not included in the SB 1383 Regulations. It is provided as a term for materials collected in a Blue Container.

(ppp) “State” means the State of California.

(qqq) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(rrr) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

(3) Food Service Provider.



- 585 (4) Food Distributor.
- 586 (5) Wholesale Food Vendor.
- 587 If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible  
588 Food Generator differs from this definition, the definition in 14 CCR Section  
589 18982(a)(73) shall apply to this ordinance.
- 590 (sss) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food  
591 Generator that is one of the following:
- 592 (1) Restaurant with 250 or more seats, or a total facility size equal to or greater  
593 than 5,000 square feet.
- 594 (2) Hotel with an on-site Food Facility and 200 or more rooms.
- 595 (3) Health facility with an on-site Food Facility and 100 or more beds.
- 596 (4) Large Venue.
- 597 (5) Large Event.
- 598 (6) A State agency with a cafeteria with 250 or more seats or total cafeteria  
599 facility size equal to or greater than 5,000 square feet.
- 600 (7) A Local Education Agency facility with an on-site Food Facility.
- 601 If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible  
602 Food Generator differs from this definition, the definition in 14 CCR Section  
603 18982(a)(74) shall apply to this ordinance.
- 604 (ttt) “Uncontainerized Green Waste and Yard Waste Collection Service” or  
605 “Uncontainerized Service” means a collection service that collects green waste  
606 and yard waste that is placed in a pile or bagged for collection on the street in front  
607 of a generator’s house or place of business for collection and transport to a facility  
608 that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR  
609 Section 189852(a)(75).
- 610 (uuu) “Wholesale Food Vendor” means a business or establishment engaged in the  
611 merchant wholesale distribution of food, where food (including fruits and  
612 vegetables) is received, shipped, stored, prepared for distribution to a retailer,  
613 warehouse, distributor, or other destination, or as otherwise defined in 14 CCR  
614 Section 189852(a)(76).

## SECTION 4. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS (STANDARD COMPLIANCE APPROACH)

Guidance: Pursuant to the SB 1383 Regulations (14 CCR Section 18984.12), Jurisdictions that are eligible for, apply for, and receive low population, rural, and/or high elevation waivers may exempt Single-Family Organic Waste Generators from some generator requirements as specified in the waiver applied for and granted by CalRecycle. The process for receiving such waivers is described in 14 CCR Section 18984.12. Those Jurisdictions receiving such waivers shall modify the following requirements according to the specifics of the waiver granted.

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 12 of this ordinance: Guidance: Include the text highlighted in blue in the preceding sentence if the Jurisdiction allows Single-Family generators to self-haul materials they generate. By virtue of adding this language and requirements on Self-Haulers in Section 12, Jurisdiction is thereby allowing self-hauling, and creating the required enforceable mechanism for self-hauling, as required in 14 CCR Section 18988.1(b).

(a) Shall subscribe to Jurisdiction's Organic Waste collection services for all Organic Waste generated as described below in Section 4(b). Jurisdiction shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the Jurisdiction. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(b) Shall participate in the Jurisdiction's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

Guidance: The collection service options are provided below. Jurisdictions are to choose the collection service(s) they are using and delete the options they are not using. For Options 1 and 2 below, Jurisdiction may need to add other streams collected in their program as appropriate (e.g., dual-stream recycling, Uncontainerized Green Waste and Yard Waste Collection Service, and other additional containers as allowed under the SB 1383 Regulations, such as a brown container or brown section of a split container for separated Food Waste, etc.).

(1) Option 1: A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container) (choose Option 1a or 1b)

(A) Option 1a: Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container;

655 Source Separated Recyclable Materials in the Blue Container; and  
656 Gray Container Waste in the Gray Container. Generators shall not  
657 place materials designated for the Gray Container into the Green  
658 Container or Blue Container.

659 (B) Option 1b: Generator shall place Source Separated Green Container  
660 Organic Waste, except Food Waste, in the Green Container; Source  
661 Separated Recyclable Materials in the Blue Container; and Mixed  
662 Waste, including Food Waste, in the Gray Container. Generator shall  
663 not place materials designated for the Green Containers or Blue  
664 Containers in the Gray Containers.

665 (2) Option 2: Two-container collection service (Green Container/Gray  
666 Container system or Blue Container/Gray Container system) (choose  
667 Option 2a or 2b)

668 (A) Option 2a, Green Container/Gray Container: Generator shall place  
669 only Source Separated Green Container Organic Waste in a Green  
670 Container. Generator shall place all other materials (Mixed Waste) in  
671 a Gray Container.

672 (B) Option 2b, Blue Container/Gray Container: Generator shall place  
673 only Source Separated Recyclable Materials in a Blue Container.  
674 Generator shall place all other materials (Mixed Waste) in a Gray  
675 Container.

676 (3) Option 3: An unsegregated single container (one-container) collection  
677 service

678 (A) Generator shall place all materials (Mixed Waste) in a Gray  
679 Container.

## 680 **SECTION 5. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS** 681 **(PERFORMANCE-BASED COMPLIANCE APPROACH)**

682 Guidance: Note that the regulations do not require Jurisdictions using a Performance-  
683 Based Compliance Approach to include the following items in their ordinance: the  
684 regulation of haulers and Self-Haulers; the generator waivers for physical space, di  
685 minimis volumes, and collection frequency; and the enforcement provisions with the  
686 exception of enforcement related to Edible Food generators and Food Recovery  
687 Organizations and services. There are other regulatory requirements that the Jurisdiction  
688 would also be exempt from related to CalRecycle requirements on the Jurisdiction itself  
689 (e.g., certain recordkeeping, education, container labeling, outreach, and reporting  
690 requirements) that are not intended to be addressed by this ordinance that can be found  
691 in 14 CCR Section 18998.2.

Pursuant to SB 1383 Regulations (14 CCR Section 18984.12), Jurisdictions that are eligible for, apply for, and receive low population, rural, and/or high elevation waivers may exempt Single-Family Organic Waste Generators from some generator requirements as specified in the waiver applied for and granted by CalRecycle, provided that the Jurisdiction meets the ninety (90%) participation requirements in the areas not subject to the waiver(s). The process for receiving such waivers is described in 14 CCR Section 18984.12. Those Jurisdictions receiving such waivers shall modify the following requirements, if needed, according to the specifics of the waiver granted.

Single-Family Organic Waste Generators except Single-Family generators that meet the Self-Hauler requirements in Section 12 of this ordinance: Guidance: Include the text highlighted in blue in the preceding sentence if the Jurisdiction allows Single-Family generators to self-haul materials they generate. By virtue of adding this language and requirements on Self-Haulers in Section 12, Jurisdiction is thereby allowing self-hauling, and creating the required enforceable mechanism for self-hauling, as required in 14 CCR, Section 18988.1(b).

- (a) Shall be automatically enrolled in the Jurisdiction's three-container Organic Waste collection services with a minimum Source Separated Recyclable Materials service level of \_\_\_\_\_ gallons per week (Jurisdiction to insert minimum required service level), and with a minimum Source Separated Green Container Organic Waste service level of \_\_\_\_\_ gallons per week (Jurisdiction to insert minimum required service level), approved by the \_\_\_\_\_ (Jurisdiction to insert solid waste manager, public works director or other authorized entity). Jurisdiction shall have the authority to change this minimum required levels of service over time. Jurisdiction shall have the right to review the number, size, and location of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, generator shall adjust its service level for its collection services as requested by the Jurisdiction.

Guidance: In subsection (a) above, auto enrollment means that Single-Family generators will be subscribed to Organic Waste collection service as determined to be appropriate by the Jurisdiction. Such service provision will not be optional and shall be provided to all generators. This will help the Jurisdiction meet the Performance-Based Compliance Approach requirement that such service shall be provided without requiring businesses or residents to request it prior to enrollment pursuant to 14 CCR Section 18998.1(a)(4).

- (b) Shall participate in the Jurisdiction's three-container system for Source Separated Recyclable Materials, Source Separated Green Container organic materials, and Gray Container Waste collection services. Generator participation in the collection programs requires that generators place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

- (c) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

## **SECTION 6. REQUIREMENTS FOR COMMERCIAL BUSINESSES (STANDARD-COMPLIANCE APPROACH)**

Guidance: Jurisdictions using a Standard Compliance Approach and a three-, three-plus, or two-container collection service shall include this Section. Note that Commercial Businesses by the definition in the SB 1383 Regulations and the definition provided in this Model Ordinance includes Multi-Family Residential Dwellings of five (5) and more units.

Pursuant to SB 1383 Regulations (14 CCR Section 18984.12), Jurisdictions that are eligible for, apply for, and receive low population, rural and/or high elevation waivers may exempt Commercial Businesses and owners (including Multi-Family) from some generator requirements as specified in the waiver applied for and granted by CalRecycle. Those Jurisdictions receiving such waivers shall modify the following requirements according to the specifics of the waiver granted.

While waivers for low-population areas and high-elevation areas waive some SB 1383 regulatory requirements for generators and Jurisdictions, AB 341 and AB 1826 requirements apply for Commercial Businesses that are covered by AB 341 and AB 1826 and located in these areas. As a result, Jurisdictions with these waivers may need to this Section to require Commercial Businesses that are covered by AB 341 and AB 1826 and located in these areas to comply with AB 341 and AB 1826 requirements in alignment with the Jurisdiction's AB 341 Commercial recycling program and AB 1826 Organic Waste recycling programs.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to Jurisdiction's three-, three-plus, two-, or one-container collection services and comply with requirements of those services as described below in Section 6(b), except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance. Guidance: Refer to Section 4 for guidance on inclusion of the preceding Self-Hauler option. Jurisdiction shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the Jurisdiction.
- (b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance, participate in the Jurisdiction's Organic Waste collection



773 service(s) by placing designated materials in designated containers as described  
774 below.

775 Guidance: The collection service options are provided below. Jurisdictions are to  
776 choose the collection service(s) they are using and delete the options they are not  
777 using. For Options 1 and 2 below, Jurisdiction may need to add other streams  
778 collected in their program as appropriate (e.g., dual-stream recycling,  
779 Uncontainerized Green Waste and Yard Waste Collection Service, and other  
780 additional containers as allowed under the SB 1383 Regulations, such as a brown  
781 container or brown section of a split container for separated Food Waste, etc.).

782 (1) Option 1: A three- and three-plus-container collection service (Blue  
783 Container, Green Container, and Gray Container) (choose Option 1a or 1b)

784 (A) Option 1a: Generator shall place Source Separated Green Container  
785 Organic Waste, including Food Waste, in the Green Container;  
786 Source Separated Recyclable Materials in the Blue Container; and  
787 Gray Container Waste in the Gray Container. Generator shall not  
788 place materials designated for the Gray Container into the Green  
789 Container or Blue Container.

790 (B) Option 1b: Generator shall place Source Separated Green Container  
791 Organic Waste, except Food Waste, in the Green Container; Source  
792 Separated Recyclable Materials in the Blue Container; and Mixed  
793 Waste, including Food Waste, in the Gray Container. Generator shall  
794 not place materials designated for the Green Containers or Blue  
795 Containers in the Gray Containers.

796 (2) Option 2: Two-container collection service (Green Container/Gray  
797 Container system or Blue Container/Gray Container system) (choose  
798 Option 2a or 2b)

799 (A) Option 2a, Green Container/Gray Containers: Generator shall place  
800 only Source Separated Green Container Organic Waste in a Green  
801 Container. Generator shall place all other materials (Mixed Waste)  
802 in a Gray Container.

803 (B) Option 2b, Blue Container/Gray Containers: Generator shall place  
804 only Source Separated Recyclable Materials in a Blue Container.  
805 Generator shall place all other materials (Mixed Waste) in a Gray  
806 Container.

807 (3) Option 3: An unsegregated single container (one-container) collection  
808 service

809 (A) Generator shall place all materials (Mixed Waste) in a Gray  
810 Container.



- 811 (c) Supply and allow access to adequate number, size and location of collection  
812 containers with sufficient labels or colors (conforming with Sections 6(d)(1) and  
813 6(d)(2) below) for employees, contractors, tenants, and customers, consistent with  
814 Jurisdiction's Blue Container, Green Container, and Gray Container collection  
815 service or, if self-hauling, per the Commercial Businesses' instructions to support  
816 its compliance with its self-haul program, in accordance with Section 12. Guidance:  
817 For Jurisdictions using a two-container system, delete Blue Container or Green  
818 Container as applicable from the first sentence. Jurisdictions using a one-container  
819 system may delete this subsection.
- 820 (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection  
821 of Source Separated Green Container Organic Waste and Source Separated  
822 Recyclable Materials in all indoor and outdoor areas where disposal containers are  
823 provided for customers, for materials generated by that business. Guidance: For  
824 Jurisdictions using a two-container system, delete "Source Separated Green  
825 Container Organic Waste" or "Source Separated Recyclable Materials" as  
826 applicable. Jurisdictions using a one-container system may delete this subsection.  
827 Such containers do not need to be provided in restrooms. If a Commercial  
828 Business does not generate any of the materials that would be collected in one  
829 type of container, then the business does not have to provide that particular  
830 container in all areas where disposal containers are provided for customers.  
831 Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business  
832 shall have either:
- 833 (1) A body or lid that conforms with the container colors provided through the  
834 collection service provided by Jurisdiction, with either lids conforming to the  
835 color requirements or bodies conforming to the color requirements or both  
836 lids and bodies conforming to color requirements. A Commercial Business  
837 is not required to replace functional containers, including containers  
838 purchased prior to January 1, 2022, that do not comply with the  
839 requirements of the subsection prior to the end of the useful life of those  
840 containers, or prior to January 1, 2036, whichever comes first.
- 841 (2) Container labels that include language or graphic images, or both, indicating  
842 the primary material accepted and the primary materials prohibited in that  
843 container, or containers with imprinted text or graphic images that indicate  
844 the primary materials accepted and primary materials prohibited in the  
845 container. Pursuant 14 CCR Section 18984.8, the container labeling  
846 requirements are required on new containers commencing January 1, 2022.
- 847 (e) Multi-Family Residential Dwellings are not required to comply with container  
848 placement requirements or labeling requirement in Section 6(d) pursuant to 14  
849 CCR Section 18984.9(b). Guidance: Jurisdictions using a one-container system  
850 may delete this subsection
- 851 (f) To the extent practical through education, training, Inspection, and/or other  
852 measures, excluding Multi-Family Residential Dwellings, prohibit employees from

853 placing materials in a container not designated for those materials per the  
854 Jurisdiction's Blue Container, Green Container, and Gray Container collection  
855 service or, if self-hauling, per the Commercial Businesses' instructions to support  
856 its compliance with its self-haul program, in accordance with Section 12.  
857 Guidance: Jurisdictions using a one-container system may delete this subsection

858 (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers,  
859 Green Containers, and Gray Containers for contamination and inform employees  
860 if containers are contaminated and of the requirements to keep contaminants out  
861 of those containers pursuant to 14 CCR Section 18984.9(b)(3). Guidance: For  
862 Jurisdictions using a two-container system, delete Blue Container or Green  
863 Container, as applicable. Jurisdictions using a one-container system may delete  
864 this subsection.

865 Guidance: In the above subsection (g), Jurisdictions may wish to specify a  
866 frequency upon which business owners shall inspect containers for contamination  
867 such as quarterly, twice annually, or annually instead of periodically, but this  
868 specified frequency is not required by the SB 1383 Regulations.

869 (h) Annually provide information to employees, contractors, tenants, and customers  
870 about Organic Waste Recovery requirements and about proper sorting of Source  
871 Separated Green Container Organic Waste and Source Separated Recyclable  
872 Materials. Guidance: For Jurisdictions using a two-container system, delete  
873 Source Separated Green Container Organic Waste or Source Separated  
874 Recyclable Materials, as applicable. Jurisdictions using a one-container system  
875 may delete this subsection.

876 (i) Provide education information before or within fourteen (14) days of occupation of  
877 the premises to new tenants that describes requirements to keep Source  
878 Separated Green Container Organic Waste and Source Separated Recyclable  
879 Materials separate from Gray Container Waste (when applicable) and the location  
880 of containers and the rules governing their use at each property. Guidance: For  
881 Jurisdictions using a two-container system, delete Source Separated Green  
882 Container Organic Waste or Source Separated Recyclable Materials, as  
883 applicable. For two-container system and three- and three-plus container systems  
884 that allow for Organic Waste, such as Food Waste, to be collected in the Gray  
885 Container, replace Gray Container Waste with Mixed Waste. Jurisdictions using a  
886 one-container system may delete this subsection.

887 (j) Provide or arrange access for Jurisdiction or its agent to their properties during all  
888 Inspections conducted in accordance with Section 16 of this ordinance to confirm  
889 compliance with the requirements of this ordinance.

890 (k) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for  
891 Inspection of the contents of containers for Prohibited Container Contaminants,  
892 which may be implemented at a later date, to evaluate generator's compliance with  
893 Section 6(b). The Remote Monitoring program shall involve installation of Remote

Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers. Guidance: This subsection is an optional provision. It is not required by the SB 1383 Regulations. Jurisdictions may include this if they choose to use a Remote Monitoring system to monitor for Prohibited Container Contaminants to support their compliance with 14 CCR Section 18984.5, Container Contamination minimization requirements. Jurisdictions granting collection frequency waivers may choose to require Remote Monitoring for generators granting such waivers. For Jurisdictions using a two- container system, delete Blue Container or Green Container as applicable from the first sentence. For Jurisdictions using a one-container system, delete this subsection.

(l) At Commercial Business's option and subject to any approval required from the Jurisdiction, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the Jurisdiction or its Designee. Guidance: This subsection is an optional provision. It is not required by the SB 1383 Regulations. It is provided to address scenarios in which Commercial Businesses want to implement their own Remote Monitoring systems, which involves installation of equipment on containers owned by the Jurisdiction or its hauler. Commercial Businesses may want to implement the Remote Monitoring system to monitor their compliance with 14 CCR Section 18984.9. For Jurisdictions using a two- container system, delete Blue Container or Green Container as applicable from the first sentence.

(m) If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 12 of this ordinance.

(n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(o) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.

## **SECTION 7. REQUIREMENTS FOR COMMERCIAL BUSINESSES (PERFORMANCE-BASED COMPLIANCE APPROACH)**

Guidance: Jurisdictions using a Performance-Based Compliance Approach with a three-container collection service shall include this Section. Note that Commercial Business by the definition in the SB 1383 Regulations and the definition provided in this Model Ordinance includes Multi-Family Residential Dwellings of five (5) and more units. Under a Performance-Based Compliance Approach, businesses must be automatically enrolled in the Jurisdiction's three-container Organic Waste collection service, as opposed to

requesting service. Auto enrollment means that Commercial generators will be subscribed to Organic Waste collection service as determined to be appropriate by the Jurisdiction. Such service provision will not be optional and shall be provided to all generators. Pursuant to 14 CCR Section 18998.1(a)(1), **at least ninety percent (90%) of Commercial Businesses and ninety percent (90%) of the residential sector subject to a Jurisdiction's authority must be provided with three-container Organic Waste collection service** for a Jurisdiction to use the Performance-Based Compliance Approach.

Pursuant to SB 1383 Regulations (14 CCR Section 18984.12), Jurisdictions that are eligible for, apply for, and receive low population, rural and/or high elevation waivers may exempt Commercial Businesses and owners (including Multi-Family) from some generator requirements as specified in the waiver applied for and granted by CalRecycle, provided that the Jurisdiction meets the ninety percent (90%) participation requirements in the areas not subject to the waiver(s). Those Jurisdictions receiving such waivers shall modify the following requirements, if needed, according to the specifics of the waiver granted.

While waivers for low-population areas and high-elevation areas waive some SB 1383 regulatory requirements for generators and Jurisdictions, AB 341 and AB 1826 requirements apply for Commercial Businesses that are covered by AB 341 and AB 1826 and located in these areas. As a result, Jurisdictions with these waivers may need to this Section to require Commercial Businesses that are covered by AB 341 and AB 1826 and located in these areas to comply with AB 341 and AB 1826 requirements in alignment with the Jurisdiction's AB 341 Commercial recycling program and AB 1826 Organic Waste recycling programs.

Commercial Businesses, which includes Multi-Family Residential Dwellings, shall:

- (a) Except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance, **be automatically enrolled in the Jurisdiction's three-container Organic Waste collection services with a Source Separated Recyclable Materials service level of \_\_\_\_\_** (Jurisdiction to insert minimum required service level, which could be a specified number of gallons or cubic yards of weekly service, a level equal to the garbage service level, or other basis), and with a Source Separated Green Container Organic Waste service level of \_\_\_\_\_ (Jurisdiction to insert minimum required service level, which could be a specified number of gallons or cubic yards of weekly service, a level equal to the garbage service level, or other basis), approved by the \_\_\_\_\_ (Jurisdiction to insert solid waste manager, public works director or other authorized entity). Jurisdiction shall have the authority to change the minimum required service levels over time. The Commercial Business' Source Separated Recyclable Materials service level and Source Separated Green Container Organic Waste service level must be sufficient for the amount of Source Separated Recyclable Materials and Source Separated Green Container Organic Waste generated by the Commercial Business. Jurisdiction shall have the right to review the number, size, and location of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of



- 977 materials and containment of materials; and, Commercial Business shall adjust its  
978 service level for its collection services as requested by the Jurisdiction.
- 979 Guidance: In subsection (a) above, auto enrollment means that Multi-Family and  
980 Commercial generators will be subscribed to Organic Waste collection service as  
981 determined to be appropriate by the Jurisdiction. Such service provision will not  
982 be optional and shall be provided to all generators. This will help the Jurisdiction  
983 meet the Performance-Based Compliance Approach requirement that such  
984 service shall be provided without requiring businesses or residents to request it  
985 prior to enrollment pursuant to 14 CCR Section 18998.1(a)(4).
- 986 (b) Except Commercial Businesses that meet the Self-Hauler requirements in Section  
987 12 of this ordinance, participate in and comply with the Jurisdiction's three-  
988 container (Blue Container, Green Container, and Gray Container) collection  
989 service by placing designated materials in designated containers as described  
990 below. Generator shall place Source Separated Green Container Organic Waste,  
991 including Food Waste, in the Green Container; Source Separated Recyclable  
992 Materials in the Blue Container; and Gray Container Waste in the Gray Container.  
993 Generators shall not place materials designated for the Gray Container into the  
994 Green Container or Blue Container.
- 995 (c) Supply and allow access to adequate number, size, and location of collection  
996 containers with sufficient labels or colors (conforming with Section 7(d)(1) and  
997 7(d)(2) below), for employees, contractors, tenants and customers, consistent with  
998 Jurisdiction's Blue Container, Green Container, and Gray Container collection  
999 service.
- 1000 (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection  
1001 of Source Separated Green Container Organic Waste, and Source Separated  
1002 Recyclable Materials in all indoor and outdoor areas where disposal containers are  
1003 provided for customers, for materials generated by that business. Such containers  
1004 do not need to be provided in restrooms. If a Commercial Business does not  
1005 generate any of the materials that would be collected in one type of container, then  
1006 the business does not have to provide that particular container in all areas where  
1007 disposal containers are provided for customers. Pursuant to 14 CCR Section  
1008 18984.9(b), the containers provided by the business shall have either:
- 1009 (1) A body or lid that conforms with the container colors provided through the  
1010 collection service provided by Jurisdiction, with either lids conforming to the  
1011 color requirements or bodies conforming to the color requirements or both  
1012 lids and bodies conforming to color requirements. A Commercial Business  
1013 is not required to replace functional containers, including containers  
1014 purchased prior to January 1, 2022, that do not comply with the  
1015 requirements of the subsection prior to the end of the useful life of those  
1016 containers, or prior to January 1, 2036, whichever comes first.

- 1017 (2) Container labels that include language or graphic images or both indicating  
 1018 the primary material accepted and the primary materials prohibited in that  
 1019 container or containers with imprinted text or graphic images that indicate  
 1020 the primary materials accepted and primary materials prohibited in the  
 1021 container. Pursuant 14 CCR Section 18984.8, the container labels are  
 1022 required on new containers commencing January 1, 2022.
- 1023 (e) Excluding Multi-Family Residential Dwellings, prohibit employees from placing  
 1024 materials in a container not designated for those materials per the Jurisdiction's  
 1025 Organic Waste, Non-Organic Recyclables, and non-Organic Waste collection  
 1026 service to the extent practical through education, training, Inspection, and/or other  
 1027 measures.
- 1028 (f) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Container,  
 1029 Green Container, and Gray Containers for contamination and inform employees if  
 1030 containers are contaminated and of the requirements to keep contaminants out of  
 1031 those containers pursuant to 14 CCR Section 18984.9(b)(3).
- 1032 Guidance: In subsection (g) above, Jurisdictions may wish to specify a frequency  
 1033 upon which business owners shall inspect containers for contamination such as  
 1034 quarterly, twice annually, or annually instead of periodically, but this specified  
 1035 frequency is not required by the SB 1383 Regulations.
- 1036 (g) Annually provide information to employees, contractors, tenants, and customers  
 1037 about Organic Waste Recovery requirements and about proper sorting of Source  
 1038 Separated Green Container Organic Waste and Source Separated Recyclable  
 1039 Materials.
- 1040 (h) Provide education information before or within fourteen (14) days of occupation of  
 1041 the premises to new tenants that describes requirements to keep Source  
 1042 Separated Green Container Organic Waste and Source Separated Recyclable  
 1043 Materials separate from Gray Container Waste (when applicable) and the location  
 1044 of containers and the rules governing their use at each property.
- 1045 (i) Provide or arrange access for Jurisdiction or its agent to their properties during all  
 1046 Inspections conducted in accordance with Section 16 of this ordinance to confirm  
 1047 compliance with the requirements of this Ordinance.
- 1048 (j) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for  
 1049 Inspection of the contents of containers for Prohibited Container Contaminants,  
 1050 which may be implemented at a later date, to evaluate generator's compliance with  
 1051 Section 6(b). The Remote Monitoring program shall involve installation of Remote  
 1052 Monitoring equipment on or in the Blue Containers, Green Containers, and Gray  
 1053 Containers. Guidance: This subsection is an optional provision. It is not required  
 1054 by the SB 1383 Regulations. Jurisdictions may include this if they choose to use a  
 1055 Remote Monitoring system to monitor for Prohibited Container Contaminants to  
 1056 support their compliance with 14 CCR Section 18984.5, Container Contamination



1057 minimization requirements. Jurisdictions granting collection frequency waivers  
1058 may choose to require Remote Monitoring for generators granting such waivers.  
1059 For Jurisdictions using a two- container system, delete Blue Container or Green  
1060 Container as applicable from the first sentence. For Jurisdictions using a one-  
1061 container system, delete this subsection.

1062 (k) At Commercial Business' option and subject to any approval required from the  
1063 Jurisdiction, implement a Remote Monitoring program for Inspection of the  
1064 contents of its Blue Containers, Green Containers, and Gray Containers for the  
1065 purpose of monitoring the contents of containers to determine appropriate levels  
1066 of service and to identify Prohibited Container Contaminants. Generators may  
1067 install Remote Monitoring devices on or in the Blue Containers, Green Containers,  
1068 and Gray Containers subject to written notification to or approval by the Jurisdiction  
1069 or its Designee. Guidance: This subsection is an optional provision. It is not  
1070 required by the SB 1383 Regulations. It is provided to address scenarios in which  
1071 Commercial Businesses want to implement their own Remote Monitoring systems,  
1072 which involves installation of equipment on containers owned by the Jurisdiction  
1073 or its hauler. Commercial Businesses may want to implement the Remote  
1074 Monitoring system to monitor their compliance with 14 CCR Section 18984.9. For  
1075 Jurisdictions using a two- container system, delete Blue Container or Green  
1076 Container as applicable from the first sentence.

1077 (l) If a Commercial Business wants to self haul, meet the Self-Hauler requirements in  
1078 Section 12 of this ordinance.

1079 (m) Nothing in this Section prohibits a generator from preventing or reducing waste  
1080 generation, managing Organic Waste on site, or using a Community Composting  
1081 site pursuant to 14 CCR Section 18984.9(c).

1082 (n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food  
1083 Generators shall comply with Food Recovery requirements, pursuant to Section 9.

## 1084 **SECTION 8. WAIVERS FOR GENERATORS**

1085 Guidance: Pursuant to 14 CCR Section 18984.11, the SB 1383 Regulations allow  
1086 Jurisdictions, at their option, to grant waivers to generators for physical space limitations,  
1087 de minimis volumes, and/or collection frequency waivers. These waivers are applicable  
1088 only to three-, three-plus, and two-container systems and are optional for Jurisdictions  
1089 using either the Standard Compliance Approach or the Performance-Based Compliance  
1090 Approach. This Section 8 of the Model Ordinance focuses on the requirements that must  
1091 be met by Organic Waste Generators or businesses applying to the Jurisdiction for  
1092 physical space, de minimis, and collection frequency waivers. Other waivers covered in  
1093 14 CCR Section 18984.12, including low population, rural, and high elevation can only be  
1094 applied for by the Jurisdiction to CalRecycle and are not covered herein.

1095 Jurisdictions using the Performance-Based Compliance Approach may issue waivers at  
1096 their discretion provided that the minimum ninety percent (90%) Commercial and ninety  
1097 percent (90%) residential collection program participation levels are met. Jurisdictions  
1098 using the Performance-Based Compliance Approach are not subject to the recordkeeping  
1099 requirements for documentation evidencing the need for such waivers to CalRecycle  
1100 pursuant to 14 CCR Section 18998.2(a)(7), as provided in this Section or the reporting  
1101 requirement on the number and type of waivers issued.

1102 Jurisdictions may choose to include one or more of the three options presented below (de  
1103 minimis, physical space, and collection frequency waivers), or any combination thereof,  
1104 if Jurisdiction chooses to allow such waivers. Jurisdictions that choose not to a specific  
1105 type of waiver shall omit provisions below applicable to that waiver.

1106 For Jurisdictions with low-population area and/or high-elevation area waivers, it is  
1107 important to recognize that the SB 1383 waivers are different than the waivers allowed  
1108 under AB 341 and AB 1826. As a result, Jurisdictions with low-population area and/or  
1109 high-elevation area waiver(s) that choose to offer waivers to Commercial Businesses that  
1110 are covered by AB 341 and/or AB 1826 and located in these areas may need to include  
1111 a separate section that describes the waivers for these generators.

1112 (a) De Minimis Waivers (Optional for Three-, Three-Plus, and Two-Container Systems  
1113 per 14 CCR Section 18984.11). Guidance: Pursuant to 14 CCR Section  
1114 18984.11(a)(1), the SB 1383 Regulations limit de minimis waivers to Commercial  
1115 Businesses as reflected in this language. A Jurisdiction may waive a Commercial  
1116 Business' obligation (including Multi-Family Residential Dwellings) to comply with  
1117 some or all of the Organic Waste requirements of this ordinance if the Commercial  
1118 Business provides documentation that the business generates below a certain  
1119 amount of Organic Waste material as described in Section 8(a)(2) below.  
1120 Commercial Businesses requesting a de minimis waiver shall:

1121 (1) Submit an application specifying the services that they are requesting a  
1122 waiver from and provide documentation as noted in Section 8(a)(2) below.

1123 (2) Provide documentation that either:

1124 (A) The Commercial Business' total Solid Waste collection service is two  
1125 cubic yards or more per week and Organic Waste subject to  
1126 collection in a Blue Container or Green Container comprises less  
1127 than 20 gallons per week per applicable container of the business'  
1128 total waste; or,

1129 (B) The Commercial Business' total Solid Waste collection service is less  
1130 than two cubic yards per week and Organic Waste subject to  
1131 collection in a Blue Container or Green Container comprises less  
1132 than 10 gallons per week per applicable container of the business'  
1133 total waste.

- 1134 (3) Notify Jurisdiction if circumstances change such that Commercial  
1135 Business's Organic Waste exceeds threshold required for waiver, in which  
1136 case waiver will be rescinded.
- 1137 (4) Provide written verification of eligibility for de minimis waiver every 5 years,  
1138 if Jurisdiction has approved de minimis waiver.
- 1139 (b) Physical Space Waivers (Optional for Three-, Three-Plus, and Two-Container  
1140 Systems) Guidance: Pursuant to 14 CCR Section 18984.11(a)(1), SB 1383  
1141 Regulations limit de minimis waivers to Commercial Businesses as reflected in this  
1142 language. Jurisdiction may waive a Commercial Business' or property owner's  
1143 obligations (including Multi-Family Residential Dwellings) to comply with some or  
1144 all of the recyclable materials and/or Organic Waste collection service  
1145 requirements if the Jurisdiction has evidence from its own staff, a hauler, licensed  
1146 architect, or licensed engineer demonstrating that the premises lacks adequate  
1147 space for the collection containers required for compliance with the Organic Waste  
1148 collection requirements of Section 6 or 7.
- 1149 A Commercial Business or property owner may request a physical space waiver  
1150 through the following process:
- 1151 (1) Submit an application form specifying the type(s) of collection services for  
1152 which they are requesting a compliance waiver.
- 1153 (2) Provide documentation that the premises lacks adequate space for Blue  
1154 Containers and/or Green Containers including documentation from its  
1155 hauler, licensed architect, or licensed engineer. Guidance: For Jurisdictions  
1156 using a two-container system, delete Blue Container or Green Container,  
1157 as applicable.
- 1158 (3) Provide written verification to Jurisdiction that it is still eligible for physical  
1159 space waiver every five years, if Jurisdiction has approved application for a  
1160 physical space waiver.
- 1161 (c) Collection Frequency Waiver (Optional for Three-, Three-Plus, and Two-Container  
1162 Systems) Guidance: Include Section 8(c) only if Jurisdiction offers waivers for less-  
1163 than-weekly Gray Container and/or Blue Container collection service (meeting the  
1164 requirements in 14 CCR Section 18984.11 3(A)1) to Single-Family or Commercial  
1165 Business owners or tenants subscribing to a two-, three-, or three-plus container  
1166 collection service. Jurisdiction to indicate below whether their collection service is  
1167 a two-, three-, or three-plus-container system, and specify whether these waivers  
1168 are available for the Blue Container, Gray Container, or both, as appropriate for  
1169 the collection system.. Jurisdiction, at its discretion and in accordance with 14 CCR  
1170 Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises,  
1171 business establishment or industry that subscribes to the Jurisdiction's three-,  
1172 three-plus, or two-container Organic Waste collection service to arrange for the

1173 collection of their Blue Container, Gray Container, or both once every fourteen  
1174 days, rather than once per week.

1175 (d) Review and Approval of Waivers by Jurisdiction (Optional)

1176 Guidance: At its option, Jurisdictions may wish to include a provision that identifies  
1177 which staff person or department will be responsible for review and approval of  
1178 waivers. Note that Jurisdictions' authority to issue a waiver cannot be delegated to  
1179 a private entity pursuant to the SB 1383 Regulations (14 CCR Section  
1180 18984.11(c)).

## 1181 **SECTION 9. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD** 1182 **GENERATORS**

1183 (a) Tier One Commercial Edible Food Generators must comply with the requirements  
1184 of this Section 9 commencing January 1, 2022, and Tier Two Commercial Edible  
1185 Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR  
1186 Section 18991.3.

1187 (b) Large Venue or Large Event operators not providing food services, but allowing  
1188 for food to be provided by others, shall require Food Facilities operating at the  
1189 Large Venue or Large Event to comply with the requirements of this Section,  
1190 commencing January 1, 2024.

1191 (c) Commercial Edible Food Generators shall comply with the following requirements:

1192 (1) Arrange to recover the maximum amount of Edible Food that would  
1193 otherwise be disposed.

1194 (2) Contract with, or enter into a written agreement with Food Recovery  
1195 Organizations or Food Recovery Services for: (i) the collection of Edible  
1196 Food for Food Recovery; or, (ii) acceptance of the Edible Food that the  
1197 Commercial Edible Food Generator self-hauls to the Food Recovery  
1198 Organization for Food Recovery.

1199 (3) Shall not intentionally spoil Edible Food that is capable of being recovered  
1200 by a Food Recovery Organization or a Food Recovery Service.

1201 (4) Allow Jurisdiction's designated enforcement entity or designated third party  
1202 enforcement entity to access the premises and review records pursuant to  
1203 14 CCR Section 18991.4.

1204 (5) Keep records that include the following information, or as otherwise  
1205 specified in 14 CCR Section 18991.4:

- 1206 (A) A list of each Food Recovery Service or organization that collects or  
1207 receives its Edible Food pursuant to a contract or written agreement  
1208 established under 14 CCR Section 18991.3(b).
- 1209 (B) A copy of all contracts or written agreements established under 14  
1210 CCR Section 18991.3(b).
- 1211 (C) A record of the following information for each of those Food Recovery  
1212 Services or Food Recovery Organizations:
- 1213 (i) The name, address and contact information of the Food  
1214 Recovery Service or Food Recovery Organization.
- 1215 (ii) The types of food that will be collected by or self-hauled to the  
1216 Food Recovery Service or Food Recovery Organization.
- 1217 (iii) The established frequency that food will be collected or self-  
1218 hauled.
- 1219 (iv) The quantity of food, measured in pounds recovered per  
1220 month, collected or self-hauled to a Food Recovery Service or  
1221 Food Recovery Organization for Food Recovery.
- 1222 (6) (Optional) No later than [redacted] of each year (Jurisdiction to insert date)  
1223 commencing no later than [redacted] for Tier One Commercial Edible Food  
1224 Generators and [redacted] for Tier Two Commercial Edible Food  
1225 Generators (Jurisdiction to insert dates), provide an annual Food Recovery  
1226 report to the Jurisdiction that includes the following information: [redacted].  
1227 Guidance: While the SB 1383 Regulations do not require reporting by  
1228 Commercial Edible Food Generators, Jurisdictions may want to consider  
1229 adding this optional requirement that generators submit records of their  
1230 contracts or written agreements and Food Recovery activities annually to  
1231 monitor Commercial Edible Food Generator compliance and gather  
1232 information for capacity planning purposes. While it is also not required,  
1233 Jurisdictions may want to require reporting on the amount and type of Edible  
1234 Food that was not accepted by Food Recovery Organizations or services  
1235 for donation.
- 1236 (d) Nothing in this ordinance shall be construed to limit or conflict with the protections  
1237 provided by the California Good Samaritan Food Donation Act of 2017, the Federal  
1238 Good Samaritan Act, or share table and school food donation guidance pursuant  
1239 to Senate Bill 557 of 2017 (approved by the Governor of the State of California on  
1240 September 25, 2017, which added Article 13 [commencing with Section 49580] to  
1241 Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend  
1242 Section 114079 of the Health and Safety Code, relating to food safety, as  
1243 amended, supplemented, superseded and replaced from time to time).



**SECTION 10. REQUIREMENTS FOR FOOD RECOVERY  
ORGANIZATIONS AND SERVICES, JURISDICTIONS, AND REGIONAL  
AGENCIES**

Guidance: The inclusion of “Jurisdictions and Regional Agencies” in the title of this Section 10 is specific to County ordinances in reference to the Food Recovery capacity planning requirements specified in subsection 10(e) below. Remove this part of the title if Jurisdiction is not drafting a County ordinance, or modify the title to remove “Regional Agencies” if no such agencies operate within the County.

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) (Optional provision) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b). Guidance: This Section 10(c) provides information about Good Samaritan protections. This is not required



1280 by SB 1383 Regulations, but the California Good Samaritan Food Act requires  
1281 Environmental Health Department inspectors to promote Food Recovery and  
1282 educate local businesses and organizations about liability protections for  
1283 businesses donating food. Inclusion of this language will expand education  
1284 requirements for Food Recovery beyond that required by SB 1383 Regulations.

1285 (d) Food Recovery Organizations and Food Recovery Services that have their primary  
1286 address physically located in the Jurisdiction and contract with or have written  
1287 agreements with one or more Commercial Edible Food Generators pursuant to 14  
1288 CCR Section 18991.3(b) shall report to the Jurisdiction it is located in the total  
1289 pounds of Edible Food recovered in the previous calendar year from the Tier One  
1290 and Tier Two Commercial Edible Food Generators they have established a  
1291 contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later  
1292 than (Jurisdiction to insert date). Guidance: This Section 10(d) is included  
1293 to capture the reporting requirements specified in 14 CCR Section  
1294 18994.2(h)(2)(A), which only requires reporting by Food Recovery Organizations  
1295 and Food Recovery Services on the total pounds of Edible Food recovered from  
1296 Commercial Edible Food Generators annually. Jurisdictions may choose to  
1297 expand these reporting requirements to capture additional information to support  
1298 their capacity planning efforts and for other purposes. For example, while SB 1383  
1299 Regulations do not require reporting on amount and type of Edible Food not  
1300 accepted by Food Recovery Organizations and Food Recovery Services,  
1301 Jurisdictions may want to consider adding such a requirement.

1302 (e) Food Recovery Capacity Planning

1303 (1) Food Recovery Services and Food Recovery Organizations. In order to  
1304 support Edible Food Recovery capacity planning assessments or other  
1305 studies conducted by the County, City, special district that provides solid  
1306 waste collection services, or its designated entity, Food Recovery Services  
1307 and Food Recovery Organizations operating in the Jurisdiction shall provide  
1308 information and consultation to the Jurisdiction, upon request, regarding  
1309 existing, or proposed new or expanded, Food Recovery capacity that could  
1310 be accessed by the Jurisdiction and its Commercial Edible Food  
1311 Generators. A Food Recovery Service or Food Recovery Organization  
1312 contacted by the Jurisdiction shall respond to such request for information  
1313 within 60 days, unless a shorter timeframe is otherwise specified by the  
1314 Jurisdiction. Guidance: SB 1383 Regulations (14 CCR Section 18992.2)  
1315 require that counties conduct Edible Food Recovery capacity planning, in  
1316 coordination with Jursidictions and Regional Agencies, and consult with  
1317 Food Recovery Organizations and services regarding existing, or proposed  
1318 new and expanded, capacity that could be accessed by the Jurisdiction and  
1319 its Commercial Edible Food Generators. Entities contacted by a Jurisdiction  
1320 shall respond within 60 days regarding available and potential new or  
1321 expanded capacity, pursuant to 14 CCR Section 18992.2(b), or another  
1322 timeframe could be inserted within the ordinance that is less than 60 days,  
1323 but this is not required.

1324 (2) Jurisdictions and Regional Agencies. (Provision for County ordinances)  
 1325 Guidance: SB 1383 Regulations require that counties conduct Food  
 1326 Recovery capacity planning in coordination with cities, special districts that  
 1327 provide solid waste collection services, and Regional Agencies within the  
 1328 county. Jurisdictions that are not counties may remove this subsection (e),  
 1329 as their ordinances would not regulate other Jurisdictions or regional  
 1330 agencies; however, cities and special districts that provide solid waste  
 1331 collection services, and regional agencies should be aware of their  
 1332 requirement to conduct capacity planning in coordination with the County.  
 1333 Cities, special districts that provide solid waste collection services, and  
 1334 regional agencies located within the county shall conduct Edible Food  
 1335 Recovery capacity planning, in coordination with the county.

1336 (A) If the county identifies that new or expanded capacity to recover  
 1337 Edible Food is needed, then each Jurisdiction within the county that  
 1338 lacks capacity shall:

1339 (i) Submit an implementation schedule to CalRecycle and the  
 1340 county that demonstrates how it will ensure there is enough  
 1341 new or expanded capacity to recover the Edible Food  
 1342 currently disposed by Commercial Edible Food Generators  
 1343 within its Jurisdiction by the end of the reporting period set  
 1344 forth in 14 CCR Section 18992.3. The implementation  
 1345 schedule shall include the information specified in 14 CCR  
 1346 Section 18992.2(c)(1)(A).

1347 (ii) Consult with Food Recovery Organizations and Food  
 1348 Recovery Services regarding existing, or proposed new and  
 1349 expanded capacity that could be accessed by the Jurisdiction  
 1350 and its Commercial Edible Food Generators.

1351 (B) If the county finds that new or expanded capacity is needed, the  
 1352 county shall notify the Jurisdiction(s) that lack sufficient capacity.

1353 (C) A City, Special District that provides solid waste collection services,  
 1354 or Regional Agency contacted by the county pursuant to this Section  
 1355 shall respond to the county's request for information within 120 days  
 1356 of receiving the request from the county, unless a shorter timeframe  
 1357 is otherwise specified by the county.

1358 Guidance: If a City, Special District that provides solid waste  
 1359 collection services, or Regional Agency fails to provide the  
 1360 necessary information within 120 days, the county is not required to  
 1361 include estimates for that Jurisdiction in its capacity plan in the report  
 1362 it submits pursuant to 14 CCR Section 18992.3.

## SECTION 11. REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

- (a) Requirements for Haulers (Standard Compliance Approach; Optional for Performance-Based Compliance Approach)

Guidance: Jurisdictions using the Standard Compliance Approach are required to adopt an ordinance or other enforceable mechanism for hauler regulation requirements specified in 14 CCR, Division 7, Chapter 12, Article 7. This Section 11(a) of the Model Ordinance provides language to document the hauler regulations. Jurisdictions that are exempt from the Organic Waste collection requirements pursuant to rural, low-population, or high-elevation waivers granted by CalRecycle pursuant to 14 CCR Section 18984.12, and haulers and Self-Haulers operating or located within exempt areas of those Jurisdictions, are not required to comply with the SB 1383 Regulations for the duration of an exemption issued pursuant to 14 CCR Section 18984.12. As a result, these Jurisdictions may omit this Section 11(a).

Jurisdictions adopting the Performance-Based Compliance Approach are not required to impose these requirements on haulers, and do not need to include Section 11(a). However, pursuant to SB 1383 Regulations (14 CCR Section 18998.1(d)(2)) these Jurisdictions must require haulers to keep a record of the documentation of its approval as a hauler by the Jurisdiction. These Jurisdictions may, however, choose to adopt some of these other requirements as well to support their compliance with the requirements of the Performance-Based Compliance Approach collection service requirements.

This Section and this Model address specific regulatory requirements that Jurisdictions must enforce on haulers and other entities as specified in 14 CCR, Division 7, Chapter 12, Article 7. There are other requirements in the SB 1383 Regulations on the Jurisdiction that the Jurisdiction may delegate to a hauler to comply with on their behalf such as Container Contamination requirements, outreach and education requirements, container color requirements, and container labeling requirements. Some of these requirements are more appropriately addressed in franchise agreements, hauler permits, or licensing systems.

Jurisdiction shall place requirements on one or more of the following types of haulers depending upon which type(s) of hauler regulation system(s) are allowed in the Jurisdiction:

Option 1: Exclusive franchised hauler

Option 2: Non-exclusive franchised haulers

Option 3: Permitted haulers

Option 4: Licensed haulers

- 1401 Option 5: Include a combination of Options 1 through 4 as appropriate
- 1402 (1) \_\_\_\_\_ (Jurisdiction to insert type(s) of hauler(s) from list  
1403 above) providing residential, Commercial, or industrial Organic Waste  
1404 collection services to generators within the Jurisdiction's boundaries shall  
1405 meet the following requirements and standards as a condition of approval  
1406 of a contract, agreement, or other authorization with the Jurisdiction to  
1407 collect Organic Waste:
- 1408 (A) Through written notice to the Jurisdiction annually on or before \_\_\_\_\_  
1409 (Jurisdiction to insert date), identify the facilities to which they will  
1410 transport Organic Waste including facilities for Source Separated  
1411 Recyclable Materials, Source Separated Green Container Organic  
1412 Waste, and Mixed Waste. Guidance: For Jurisdictions with three-  
1413 and three-plus container systems that do not allow Organic Waste,  
1414 such as Food Waste to be collected in the Gray Container, delete  
1415 Mixed Waste. For Jurisdictions with two-container systems, delete  
1416 Source Separated Recyclable Materials or Source Separated Green  
1417 Container Organic Waste as applicable.
- 1418 (B) Transport Source Separated Recyclable Materials, Source  
1419 Separated Green Container Organic Waste, and Mixed Waste to a  
1420 facility, operation, activity, or property that recovers Organic Waste  
1421 as defined in 14 CCR, Division 7, Chapter 12, Article 2. Guidance:  
1422 For Jurisdictions with three- and three-plus container systems that  
1423 prohibit Organic Waste, such as Food Waste to be collected in the  
1424 Gray Container, delete Mixed Waste. For Jurisdictions with two-  
1425 container systems, delete Source Separated Recyclable Materials or  
1426 Source Separated Green Container Organic Waste as applicable.
- 1427 (C) Obtain approval from the Jurisdiction to haul Organic Waste, unless  
1428 it is transporting Source Separated Organic Waste to a Community  
1429 Composting site or lawfully transporting C&D in a manner that  
1430 complies with 14 CCR Section 18989.1, Section 13 of this ordinance,  
1431 and Jurisdiction's C&D ordinance.
- 1432 (2) \_\_\_\_\_ (Jurisdiction to insert type(s) of hauler(s) from list  
1433 above) authorization to collect Organic Waste shall comply with education,  
1434 equipment, signage, container labeling, container color, contamination  
1435 monitoring, reporting, and other requirements contained within its franchise  
1436 agreement, permit, license, or other agreement entered into with  
1437 Jurisdiction. Guidance: This Section 11(a)(2) is not a requirement of SB  
1438 1383 Regulations, but Jurisdictions may want to include it as a cross-  
1439 reference to other documents that contain hauler requirements.
- 1440 (b) Requirements for Facility Operators and Community Composting Operations

- 1441 (1) Owners of facilities, operations, and activities that recover Organic Waste,  
1442 including, but not limited to, Compost facilities, in-vessel digestion facilities,  
1443 and publicly-owned treatment works shall, upon Jurisdiction request,  
1444 provide information regarding available and potential new or expanded  
1445 capacity at their facilities, operations, and activities, including information  
1446 about throughput and permitted capacity necessary for planning purposes.  
1447 Entities contacted by the Jurisdiction shall respond within 60 days.  
1448 Guidance: The SB 1383 Regulations include specific requirements for  
1449 processing and facility standards. CalRecycle's Model Franchise  
1450 Agreement Tool includes more specific detail on those operative  
1451 requirements for facilities. In addition to the capacity planning requirements,  
1452 Jurisdictions may consider including a reference here to a franchise  
1453 agreement, facility agreement, different section of the Jurisdiction's  
1454 municipal/county code, or other relevant document(s) where facility  
1455 standards are specified.
- 1456 (2) Community Composting operators, upon Jurisdiction request, shall provide  
1457 information to the Jurisdiction to support Organic Waste capacity planning,  
1458 including, but not limited to, an estimate of the amount of Organic Waste  
1459 anticipated to be handled at the Community Composting operation. Entities  
1460 contacted by the Jurisdiction shall respond within 60 days.

## 1461 SECTION 12. SELF-HAULER REQUIREMENTS

1462 Guidance: The SB 1383 Regulations (14 CCR Division 7, Chapter 12, Article 7) specify  
1463 requirements for Self-Haulers (which includes back-haulers per the Self-Hauler definition  
1464 of the SB 1383 Regulations). Jurisdictions that allow for self-hauling and are using either  
1465 the Standard Compliance Approach or Performance-Based Compliance Approach are  
1466 required to adopt an ordinance or other enforceable mechanism for Self-Hauler regulation  
1467 requirements. This Section 12 of the Model Ordinance provides language to document  
1468 the Self-Hauler regulations. If Jurisdictions do not allow self-hauling, this Section 12 may  
1469 be deleted.

1470 Jurisdictions that are exempt from the Organic Waste collection requirements pursuant  
1471 to rural, low-population, or high-elevation waivers granted by CalRecycle pursuant to SB  
1472 1383 Regulations (14 CCR Section 18984.12), and haulers and Self-Haulers operating  
1473 or located within exempt areas of those Jurisdictions, are not required to comply with the  
1474 SB 1383 Regulations for the duration of an exemption issued pursuant to 14 CCR Section  
1475 18984.12. As a result, these Jurisdictions may omit this Section 12.

- 1476 (a) Self-Haulers shall source separate all recyclable materials and Organic Waste  
1477 (materials that Jurisdiction otherwise requires generators to separate for collection  
1478 in the Jurisdiction's organics and recycling collection program) generated on-site  
1479 from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and  
1480 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste  
1481 Processing Facility as specified in 14 CCR Section 18984.3.



- 1482 (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility  
1483 that recovers those materials; and haul their Source Separated Green Container  
1484 Organic Waste to a Solid Waste facility, operation, activity, or property that  
1485 processes or recovers Source Separated Organic Waste. Alternatively, Self-  
1486 Haulers may haul Organic Waste to a High Diversion Organic Waste Processing  
1487 Facility.
- 1488 (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential  
1489 Dwellings) shall keep a record of the amount of Organic Waste delivered to each  
1490 Solid Waste facility, operation, activity, or property that processes or recovers  
1491 Organic Waste; this record shall be subject to Inspection by the Jurisdiction. The  
1492 records shall include the following information:
- 1493 (1) Delivery receipts and weight tickets from the entity accepting the waste.
- 1494 (2) The amount of material in cubic yards or tons transported by the generator  
1495 to each entity.
- 1496 (3) If the material is transported to an entity that does not have scales on-site,  
1497 or employs scales incapable of weighing the Self-Hauler's vehicle in a  
1498 manner that allows it to determine the weight of materials received, the Self-  
1499 Hauler is not required to record the weight of material but shall keep a record  
1500 of the entities that received the Organic Waste.
- 1501 (d) (Optional) Self-Haulers that are Commercial Businesses (including Multi-Family  
1502 Self-Haulers) shall provide information collected in Section 12(c) to Jurisdiction if  
1503 requested. Guidance: Self-Hauler reporting is not required by the SB 1383  
1504 Regulations. If a Jurisdiction includes this subsection, Jurisdiction may want to  
1505 identify who the information should be provided to and on what dates, either in this  
1506 subsection or in other online or other communications to Self-Haulers. Jurisdiction  
1507 may also want to include a provision specifying that Self-Haulers need to register  
1508 with the Jurisdiction, if such a system is available or desired, in order to more  
1509 consistently track this information.
- 1510 (e) A residential Organic Waste Generator that self hauls Organic Waste is not  
1511 required to record or report information in Section 12(c) and (d).

## 1512 **SECTION 13. COMPLIANCE WITH CALGREEN RECYCLING** 1513 **REQUIREMENTS**

1514 Guidance: SB 1383 Regulations (14 CCR Section 18989.1) require that a Jurisdiction,  
1515 which is a city, county, or a city and county, adopt an ordinance or other enforceable  
1516 requirement that requires compliance with C&D recycling requirements for Organic Waste  
1517 commingled with C&D and for provision of adequate space for recycling for Multi-Family  
1518 and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of  
1519 the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019



1520 and effective January 1, 2020 (“CALGreen SB 1383 Baseline Requirements”). This  
1521 Section 13 provides example language that is structured to fulfill this requirement related  
1522 narrowly on the CALGreen SB 1383 Baseline Requirements. Pursuant to SB 1383  
1523 Regulations (14 CCR Section 18989.1(b)), a Jurisdiction that is not a city, county, or city  
1524 and county, is not required to include these CALGreen requirements and may delete this  
1525 Section 13.

1526 SB 1383 Regulations (14 CCR Section 18989.1) cite specific date of effectiveness for  
1527 CALGreen of January 1, 2020. Jurisdictions’ ordinances need to meet or exceed these  
1528 CALGreen SB 1383 Baseline Requirements. If Jurisdictions have the ability to adopt an  
1529 ordinance that allows for an “auto” update of the Jurisdiction’s ordinance as the  
1530 CALGreen requirements change, that approach is allowable. If the “auto” update results  
1531 in changes in CALGreen with standards that are less than those in the CALGreen SB  
1532 1383 Baseline Requirements, then the Jurisdiction will need to maintain the standards in  
1533 the CALGreen SB 1383 Baseline Requirements.

1534 Jurisdictions with an ordinance or similarly enforceable mechanism requiring compliance  
1535 with CALGreen can omit this Section. Jurisdictions should note that while these  
1536 CALGreen provisions are included in this Model Ordinance, a Jurisdiction may determine  
1537 it is more appropriate to include these CALGreen requirements in a separate ordinance  
1538 or in a different, more relevant municipal code section (e.g., building or planning code).  
1539 Also note that Jurisdictions are not required to address the CALGreen requirements  
1540 through an ordinance if they prefer to use another type of enforceable mechanism. In  
1541 such case, Jurisdictions should delete this Section.

1542 If Jurisdictions do not have a separate C&D ordinance or municipal code that address  
1543 other C&D related policies, Jurisdictions may want to expand this Section to address  
1544 collection, recycling, diversion, tracking, and/or reporting of C&D.

1545 (a) Persons applying for a permit from the Jurisdiction for new construction and  
1546 building additions and alternations shall comply with the requirements of this  
1547 Section and all required components of the California Green Building Standards  
1548 Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered  
1549 by the scope of CALGreen or more stringent requirements of the Jurisdiction. If the  
1550 requirements of CALGreen are more stringent then the requirements of this  
1551 Section, the CALGreen requirements shall apply.

1552 Project applicants shall refer to Jurisdiction’s building and/or planning code for  
1553 complete CALGreen requirements.

1554 (b) For projects covered by CALGreen or more stringent requirements of the  
1555 Jurisdiction, the applicants must, as a condition of the Jurisdiction’s permit  
1556 approval, comply with the following:

1557 (1) Where five (5) or more Multi-Family dwelling units are constructed on a  
1558 building site, provide readily accessible areas that serve occupants of all  
1559 buildings on the site and are identified for the storage and collection of Blue

1560 Container and Green Container materials, consistent with the three-, three-  
1561 plus, or two-container collection program offered by the Jurisdiction, or  
1562 comply with provision of adequate space for recycling for Multi-Family and  
1563 Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and  
1564 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11  
1565 as amended provided amended requirements are more stringent than the  
1566 CALGreen requirements for adequate recycling space effective January 1,  
1567 2020. Guidance: Include only for three- and two-container systems. For a  
1568 two-container system, delete reference to Blue Container or Green  
1569 Container as appropriate. Note that the last portion of the requirement  
1570 beginning with "...or comply with provisions of adequate space..." is  
1571 intended to create an "auto-update" of the ordinance when CALGreen  
1572 changes over time. Jurisdictions may choose to eliminate this provision at  
1573 their option, if they prefer to update their ordinance each time CALGreen  
1574 changes.

1575 (2) New Commercial construction or additions resulting in more than 30% of  
1576 the floor area shall provide readily accessible areas identified for the storage  
1577 and collection of Blue Container and Green Container materials, consistent  
1578 with the three-, three-plus, or two-container collection program offered by  
1579 the Jurisdiction, or shall comply with provision of adequate space for  
1580 recycling for Multi-Family and Commercial premises pursuant to Sections  
1581 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building  
1582 Standards Code, 24 CCR, Part 11 as amended provided amended  
1583 requirements are more stringent than the CALGreen requirements for  
1584 adequate recycling space effective January 1, 2020. Guidance: Include only  
1585 for three-, three-plus, and two-container systems. For a two-container  
1586 system, delete reference to Blue Container or Green Container as  
1587 appropriate. Note that the last portion of the requirement beginning with  
1588 "...or comply with provisions of adequate space..." is intended to create an  
1589 "auto-update" of the ordinance when CALGreen changes over time.  
1590 Jurisdictions may choose to eliminate this provision at their option, if they  
1591 prefer to update their ordinance each time CALGreen changes.

1592 (3) Comply with CALGreen requirements and applicable law related to  
1593 management of C&D, including diversion of Organic Waste in C&D from  
1594 disposal. Comply with Jurisdiction's C&D ordinance, Section \_\_\_ of  
1595 Jurisdiction's municipal code, and all written and published Jurisdiction  
1596 policies and/or administrative guidelines regarding the collection, recycling,  
1597 diversion, tracking, and/or reporting of C&D. Guidance: Jurisdictions with a  
1598 C&D ordinance may choose to add a link to their ordinance in this  
1599 subsection.\*

## SECTION 14. MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

Guidance: SB 1383 Regulations (14 CCR Section 18989.2) require that a [Jurisdiction, which is a city, county, or a City and county, adopt an ordinance or other enforceable requirement that requires compliance with Sections 492.6\(a\)\(3\)\(B\) \(C\), \(D\), and \(G\) of the MWELO as amended September 15, 2015 \(“MWELO SB 1383 Baseline Requirements”\)](#). This Section 14 provides example language that is structured to fulfill this requirement related narrowly on the MWELO SB 1383 Baseline Requirements. As a result, the Model does not broadly address all requirements of MWELO. Pursuant to SB 1383 Regulations (14 CCR Section 18989.2(b)), a Jurisdiction that is not a city, county, or city and county, is not required to include these MWELO requirements and may delete this Section 14.

SB 1383 Regulations (14 CCR Section 18989.2) cite a specific date of effectiveness for MWELO of September 15, 2015. Jurisdictions’ ordinances need to meet or exceed these MWELO SB 1393 Baseline Requirements. If a Jurisdiction has the ability to adopt an ordinance that allows for an “auto” update of the Jurisdiction’s ordinance as the MWELO requirements change, that approach is allowable. If the “auto” update results in changes in MWELO with standards that are less than those in the MWELO SB 1383 Baseline Requirements, then the Jurisdiction will need to maintain the standards in the MWELO SB 1383 Baseline Requirements.

Jurisdictions that have an existing MWELO ordinance or other enforceable mechanism that covers the MWELO SB 1383 Baseline Requirements may omit this provision. Jurisdictions should note that while these MWELO provisions are included in this Model Ordinance, a Jurisdiction may determine it is more appropriate to include these MWELO requirements in a separate ordinance or in a different, more relevant municipal code section (e.g., building or planning code). Also note that Jurisdictions are not required to address the MWELO requirements through an ordinance if they prefer to use another type of enforceable mechanism. In such case, Jurisdictions should delete this Section.

(a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with [Sections 492.6\(a\)\(3\)\(B\) \(C\), \(D\), and \(G\) of the MWELO](#), including sections related to use of Compost and mulch as delineated in this Section 14.

(b) The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7. Guidance: In the preceding sentence, Jurisdictions can insert link to its own WELO if the provisions are equal to or greater in stringency than Sections 492.6(a)(3)(B)

1641 (C), (D), and (G) of the September 15, 2015 MWELO, but proof of these  
 1642 requirements will need to be submitted to CalRecycle.

1643 (c) Property owners or their building or landscape designers that meet the threshold  
 1644 for MWELO compliance outlined in Section 14(a) above shall:

1645 (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which  
 1646 requires the submittal of a landscape design plan with a soil preparation,  
 1647 mulch, and amendments section to include the following:

1648 (A) For landscape installations, Compost at a rate of a minimum of four  
 1649 cubic yards per 1,000 square feet of permeable area shall be  
 1650 incorporated to a depth of six (6) inches into the soil. Soils with  
 1651 greater than six percent (6%) organic matter in the top six (6) inches  
 1652 of soil are exempt from adding Compost and tilling.

1653 (B) For landscape installations, a minimum three- (3-) inch layer of mulch  
 1654 shall be applied on all exposed soil surfaces of planting areas except  
 1655 in turf areas, creeping or rooting groundcovers, or direct seeding  
 1656 applications where mulch is contraindicated. To provide habitat for  
 1657 beneficial insects and other wildlife up to five percent (5%) of the  
 1658 landscape area may be left without mulch. Designated insect habitat  
 1659 must be included in the landscape design plan as such.

1660 (C) Organic mulch materials made from recycled or post-consumer  
 1661 materials shall take precedence over inorganic materials or virgin  
 1662 forest products unless the recycled post-consumer organic products  
 1663 are not locally available. Organic mulches are not required where  
 1664 prohibited by local fuel modification plan guidelines or other  
 1665 applicable local ordinances.

1666 (2) The MWELO compliance items listed in this Section are not an inclusive list  
 1667 of MWELO requirements; therefore, property owners or their building or  
 1668 landscape designers that meet the threshold for MWELO compliance  
 1669 outlined in Section 14(a) shall consult the full MWELO for all requirements.

1670 (d) If, after the adoption of this ordinance, the California Department of Water  
 1671 Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7,  
 1672 [Sections 492.6\(a\)\(3\)\(B\) \(C\), \(D\), and \(G\) of the MWELO September 15, 2015](#)  
 1673 [requirements](#) in a manner that requires Jurisdictions to incorporate the  
 1674 requirements of an updated MWELO in a local ordinance, and the amended  
 1675 requirements include provisions more stringent than those required in this Section,  
 1676 the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

## SECTION 15. PROCUREMENT REQUIREMENTS FOR JURISDICTION DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

Guidance: This Section 15 of the Model Ordinance includes example procurement requirements to address the Recovered Organic Waste Product and Recycled-Content Paper procurement requirements pursuant to SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 12). The first Section 15(a) provides a simple statement of requirements for Jurisdiction's departments to comply with the Jurisdiction's purchasing policy, which is anticipated to be adopted or amended to address the procurement requirements in SB 1383 Regulations. The second Section 15(b) specifies Recycled-Content Paper requirements for vendors. Jurisdictions should note that while these provisions are included in this Model Ordinance, a Jurisdiction may determine it is more appropriate to include these procurement requirements in a separate ordinance or in a different, more relevant municipal code section. Jurisdictions may also choose not to include the requirements in an ordinance, and instead use another type of enforceable mechanism to document the requirements.

This Model anticipates that Recovered Organic Waste Product and Recycled-Content Paper procurement requirements of the SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 12) will be described fully in a separate procurement policy(ies) developed by Jurisdictions. The separate procurement policy(ies) is(are) anticipated to contain additional requirements that the Jurisdiction will place on its departments, purchasers, and others for procuring Compost, mulch, Renewable Gas, electricity from biomass, and Recycled-Content Paper products and Printing and Writing Paper and Recovered Organic Waste Products. Jurisdiction shall adopt a separate procurement policy(ies) by an action of its governing body. Requiring compliance with that policy(ies) through an ordinance is one way to ensure the provisions are enforceable, which is required for certain procurement provisions. For example, in order for [mulch](#) to qualify as [a Recovered Organic Waste Product that the Jurisdiction may procure to comply with SB 1383 Regulations \(14 CCR Division 7, Chapter 12, Article 12\)](#), the Jurisdiction must have [an enforceable ordinance, or similarly enforceable mechanism, that requires the mulch to meet certain standards](#), pursuant to 14 CCR Section 18993.1(f)(4). Note that CalRecycle developed a separate Model Procurement Policy as a tool for Jurisdictions. Refer to the Additional CalRecycle Resources section in the Guidance section of this Model for a link to the Model Procurement Policy.

- (a) Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recovered Organic Waste Product procurement policy adopted on \_\_\_\_\_ and Recycled-Content Paper procurement policy adopted on \_\_\_\_\_ (Jurisdiction to amend the title(s) of the "procurement policy(ies)" to reflect their title and insert date in the blank). Guidance: In this Model Ordinance, it is anticipated that Jurisdictions will adopt a Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy (or amend existing one(s)) to incorporate procurement requirements required by SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 12). The purpose of this statement is to identify the requirement for all



1720 Jurisdiction's departments and direct service providers, if applicable, to comply  
1721 with the policy(ies) and ensure the policy(ies) is(are) enforceable.

1722 (b) All vendors providing Paper Products and Printing and Writing Paper shall:

1723 Guidance: This Section 15(b) presents Recycled-Content Paper requirements for  
1724 Jurisdiction's vendors to support Jurisdiction's compliance with SB 1383  
1725 Regulations (14 CCR Section 18993.3). Jurisdiction may choose to use less  
1726 specific language here and instead require vendors supplying Paper Products and  
1727 Printing and Writing Paper to comply with the Jurisdiction's procurement policy, if  
1728 such policy is adopted prior to or at the same time as this ordinance. If Jurisdiction  
1729 already has a procurement policy, it may need to be updated to address the  
1730 Recycled-Content Paper procurement requirements and to address Recovered  
1731 Organic Waste Product procurement.

1732 Section 22150 of the Public Contracts Code requires local governments to  
1733 purchase recycled products instead of non-recycled products whenever recycled  
1734 products are available at the same or a lesser total cost than non-recycled items,  
1735 if fitness and quality are equal. Under SB 1383 Regulations (14 CCR Section  
1736 18993.3), Jurisdictions are not prohibited from either using a price preference  
1737 (usually 5 to 10 percent) for Recycled-Content Paper or requiring Recycled-  
1738 Content Paper regardless of price. The options are presented below for  
1739 consideration.

1740 (1) If fitness and quality are equal, provide Recycled-Content Paper Products  
1741 and Recycled-Content Printing and Writing Paper that consists of at least  
1742 30 percent, by fiber weight, postconsumer fiber instead of non-recycled  
1743 products whenever recycled Paper Products and Printing and Writing Paper  
1744 are available at the same or lesser total cost than non-recycled items or at  
1745 a total cost of no more than \_\_\_\_% of the total cost for non-recycled items.  
1746 Guidance: The procurement requirements specified here are consistent  
1747 with the Public Resources Code Section 22150 with the exception of the  
1748 blue highlighted text. Jurisdiction that do not want to include any pricing  
1749 preference for Recycled-Content Paper should delete the blue highlighted  
1750 text. Jurisdictions that want to establish a pricing preference for purchase  
1751 of Recycled-Content Paper shall retain the blue highlighted text and insert  
1752 a percentage amount.

1753 (2) Provide Paper Products and Printing and Writing Paper that meet Federal  
1754 Trade Commission recyclability standard as defined in 16 Code of Federal  
1755 Regulations (CFR) Section 260.12.

1756 (3) Certify in writing, under penalty of perjury, the minimum percentage of  
1757 postconsumer material in the Paper Products and Printing and Writing  
1758 Paper offered or sold to the Jurisdiction. This certification requirement may  
1759 be waived if the percentage of postconsumer material in the Paper



1760 Products, Printing and Writing Paper, or both can be verified by a product  
1761 label, catalog, invoice, or a manufacturer or vendor internet website.

1762 (4) Certify in writing, on invoices or receipts provided, that the Paper Products  
1763 and Printing and Writing Paper offered or sold to the Jurisdiction is eligible  
1764 to be labeled with an unqualified recyclable label as defined in 16 Code of  
1765 Federal Regulations (CFR) Section 260.12 (2013).

1766 (5) Provide records to the Jurisdiction's Recovered Organic Waste Product  
1767 procurement recordkeeping Designee, in accordance with the Jurisdiction's  
1768 Recycled-Content Paper procurement policy(ies) of all Paper Products and  
1769 Printing and Writing Paper purchases within thirty (30) days of the purchase  
1770 (both recycled-content and non-recycled content, if any is purchased) made  
1771 by any division or department or employee of the Jurisdiction. Records shall  
1772 include a copy (electronic or paper) of the invoice or other documentation  
1773 of purchase, written certifications as required in Sections 15(b)(3) and  
1774 15(b)(4) of this ordinance for recycled-content purchases, purchaser name,  
1775 quantity purchased, date purchased, and recycled content (including  
1776 products that contain none), and if non-recycled content Paper Products or  
1777 Printing and Writing Papers are provided, include a description of why  
1778 Recycled-Content Paper Products or Printing and Writing Papers were not  
1779 provided.

## 1780 **SECTION 16. INSPECTIONS AND INVESTIGATIONS BY JURISDICTION**

1781 Guidance: SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 14) require  
1782 Jurisdictions to inspect regulated entities for compliance and to take Enforcement Action  
1783 against non-compliant entities including generators, Tier One and Tier Two Commercial  
1784 Edible Food Generators, Food Recovery Organizations, Food Recovery Services,  
1785 haulers, and Self-Haulers. This Section 16 provides example ordinance language to  
1786 provide the Jurisdiction the right to conduct Inspections and investigations. Section 17  
1787 addresses enforcement. This Model language presents a simple approach to establishing  
1788 the right to inspect or investigate. Some Jurisdictions may want to expand on this to  
1789 include more specificity, including more specific identification of who has the authority to  
1790 inspect, what entities may be inspected or investigated, and the protocols for such  
1791 Inspections and investigations. Note that for Jurisdictions using the Performance-Based  
1792 Compliance Approach, their Inspection and enforcement obligations under SB 1383  
1793 Regulations are limited to Tier One and Tier Two Commercial Edible Food Generators,  
1794 Food Recovery Organizations, Food Recovery Services, as specified in 14 CCR Sections  
1795 18998.2(a)(8) through 18998.2(a)(11).

1796 (a) Jurisdiction representatives and/or its designated entity, including Designees are  
1797 authorized to conduct Inspections and investigations, at random or otherwise, of  
1798 any collection container, collection vehicle loads, or transfer, processing, or  
1799 disposal facility for materials collected from generators, or Source Separated  
1800 materials to confirm compliance with this ordinance by Organic Waste Generators,

1801 Commercial Businesses (including Multi-Family Residential Dwellings), property  
1802 owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food  
1803 Recovery Services, and Food Recovery Organizations, subject to applicable laws.  
1804 This Section does not allow Jurisdiction to enter the interior of a private residential  
1805 property for Inspection. For the purposes of inspecting Commercial Business  
1806 containers for compliance with Section 6(b) or 7(b) of this ordinance, Jurisdiction  
1807 may conduct container Inspections for Prohibited Container Contaminants using  
1808 Remote Monitoring, and Commercial Businesses shall accommodate and  
1809 cooperate with the Remote Monitoring pursuant to Section 6(k) or 7(k) of this  
1810 ordinance. (Optional) Guidance: The Remote Monitoring addressed in the  
1811 preceding sentence is not required by the SB 1383 Regulations. Jurisdictions may  
1812 include this if they choose to use a Remote Monitoring system to monitor for  
1813 Prohibited Container Contaminants to support their compliance with 14 CCR  
1814 Section 18984.5, Container Contamination minimization requirements.

1815 (b) Regulated entity shall provide or arrange for access during all Inspections (with the  
1816 exception of residential property interiors) and shall cooperate with the  
1817 Jurisdiction's employee or its designated entity/Designee during such Inspections  
1818 and investigations. Such Inspections and investigations may include confirmation  
1819 of proper placement of materials in containers, Edible Food Recovery activities,  
1820 records, or any other requirement of this ordinance described herein. Failure to  
1821 provide or arrange for: (i) access to an entity's premises; (ii) installation and  
1822 operation of Remote Monitoring equipment (optional); or (ii) access to records for  
1823 any Inspection or investigation is a violation of this ordinance and may result in  
1824 penalties described.

1825 (c) Any records obtained by a Jurisdiction during its Inspections, Remote Monitoring,  
1826 and other reviews shall be subject to the requirements and applicable disclosure  
1827 exemptions of the Public Records Act as set forth in Government Code Section  
1828 6250 et seq.

1829 (d) Jurisdiction representatives, its designated entity, and/or Designee are authorized  
1830 to conduct any Inspections, Remote Monitoring, or other investigations as  
1831 reasonably necessary to further the goals of this ordinance, subject to applicable  
1832 laws.

1833 (e) Jurisdiction shall receive written complaints from persons regarding an entity that  
1834 may be potentially non-compliant with SB 1383 Regulations, including receipt of  
1835 anonymous complaints. Guidance: Jurisdiction shall develop a method to accept  
1836 anonymous complaints and require that all complaints be made in writing with  
1837 specified information. See SB 1383 Regulations (14 CCR Section 18995.3) for  
1838 more guidance.

## SECTION 17. ENFORCEMENT

Guidance: SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Articles 14 and 16) specify Jurisdiction's requirements for enforcement and assessment of administrative civil penalties, respectively. Section 17 provides example language to support the enforcement process and assessment of penalties. Jurisdictions will need to make sure that the enforcement language in their ordinance conforms with their own enforcement procedures. Jurisdictions will need to modify the enforcement language to match their current and desired enforcement procedures. In addition, Jurisdictions may want to provide enforcement procedures and requirements stricter than those specified in the SB 1383 Regulations at its option.

(a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The Jurisdiction's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. Jurisdiction may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.

(2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the Jurisdiction, in consultation with Jurisdiction Enforcement Official.

(A) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(B) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) may issue Notices of Violation(s).

1878 Guidance: Include Section 17(c)(2) above if Jurisdiction intends to delegate  
1879 enforcement responsibilities to a Regional Agency, County, or joint powers  
1880 authority. Regional or County Agency Enforcement Officials may include  
1881 environmental health director or Designee; executive director of Regional  
1882 Agency or joint powers authority or Designee; or county administrator or  
1883 Designee.

1884 (d) Process for Enforcement

1885 (1) Jurisdiction Enforcement Officials or Regional or County Enforcement  
1886 Officials and/or their Designee will monitor compliance with the ordinance  
1887 randomly and through Compliance Reviews, Route Reviews, investigation  
1888 of complaints, and an Inspection program (that may include Remote  
1889 Monitoring). Section 16 establishes Jurisdiction's right to conduct  
1890 Inspections and investigations.

1891 (2) Jurisdiction may issue an official notification to notify regulated entities of its  
1892 obligations under the ordinance.

1893 (3) For Jurisdictions assessing contamination processing fees/penalties. For  
1894 incidences of Prohibited Container Contaminants found in containers,  
1895 Jurisdiction will issue a Notice of Violation to any generator found to have  
1896 Prohibited Container Contaminants in a container. Such notice will be  
1897 provided via a cart tag or other communication immediately upon  
1898 identification of the Prohibited Container Contaminants or within \_\_\_ days  
1899 after determining that a violation has occurred. If the Jurisdiction observes  
1900 Prohibited Container Contaminants in a generator's containers on more  
1901 than \_\_\_ ( ) consecutive occasion(s), the Jurisdiction may assess  
1902 contamination processing fees or contamination penalties on the generator.  
1903 Guidance: Jurisdiction to include this provision if it chooses to assess  
1904 contamination penalties or contamination processing fees for additional  
1905 costs of processing Contaminated Containers; otherwise Jurisdictions  
1906 should delete provision. Notwithstanding the Jurisdiction enforcement  
1907 requirements in SB 1383 Regulations (14 CCR Section 18995.1), do not  
1908 require Jurisdictions to impose administrative civil penalties on generators  
1909 for violation of Prohibited Container Contaminants requirements. If  
1910 choosing to include these optional fees, Jurisdictions should modify this  
1911 Section to specify the conditions and procedure for issuance of the fees.  
1912 For example, a fee could be assessed per instance of contamination or  
1913 could be assessed after certain number of consecutive instances. For  
1914 Jurisdictions choosing not to assess contamination processing fees or  
1915 contamination penalties, delete Section 17(d)(3).

1916 (4) With the exception of violations of generator contamination of container  
1917 contents addressed under Section 17(d)(3), Jurisdiction shall issue a Notice  
1918 of Violation requiring compliance within 60 days of issuance of the notice.

1919 (5) Absent compliance by the respondent within the deadline set forth in the  
1920 Notice of Violation, Jurisdiction shall commence an action to impose  
1921 penalties, via an administrative citation and fine, pursuant to the  
1922 Jurisdiction's \_\_\_\_\_ policy/ordinance/guidelines or requirements contained  
1923 in Section 17(k), Table 1, List of Violations. Guidance: Note that the  
1924 Jurisdiction shall amend the text in blue highlighting to identify its  
1925 policy/ordinance/guidelines related to assessment of penalties or the  
1926 penalty amounts and/or should refer to Table 1 if it has chosen to include  
1927 Table 1 in its ordinance.

1928 Notices shall be sent to "owner" at the official address of the owner  
1929 maintained by the tax collector for the Jurisdiction or if no such address is  
1930 available, to the owner at the address of the dwelling or Commercial  
1931 property or to the party responsible for paying for the collection services,  
1932 depending upon available information

1933 (e) Penalty Amounts for Types of Violations

1934 Guidance: SB 1383 Regulations (14 CCR Section 18997.2) require assessment of  
1935 penalties with minimum penalty levels consistent with the applicable requirements  
1936 prescribed in Government Code Sections 53069.4, 25132, and 36900.  
1937 Jurisdictions may choose to use the ranges of penalties included in the  
1938 Government Code Section and listed below, or may choose to amend the penalty  
1939 amounts shown below to establish a specific penalty level (rather than a range) for  
1940 each violation type. Jurisdictions that choose to pick a specific penalty amount  
1941 must select an amount that is somewhere in the range or higher than the amounts  
1942 shown below, but no lower than the lowest value for each range listed below, and  
1943 consistent with the ranges listed in Sections 53069.4, 25132, and 36900 of the  
1944 Government Code. Jurisdictions should indicate if these penalties are consistent  
1945 or different than administrative penalties in Jurisdiction's code.

1946 The penalty levels are as follows:

1947 (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per  
1948 violation.

1949 (2) For a second violation, the amount of the base penalty shall be \$100 to  
1950 \$200 per violation.

1951 (3) For a third or subsequent violation, the amount of the base penalty shall be  
1952 \$250 to \$500 per violation.

1953 (f) Factors Considered in Determining Penalty Amount

1954 Guidance: Jurisdictions may consider including this Section if the penalty amounts  
1955 are defined as a range (rather than a specific penalty amount). Note that the factors  
1956 listed below are the factors that will be used by CalRecycle to determine penalties  
1957 against Jurisdictions and other regulated entities, rather than Jurisdictions against



1958	generators, and have been included here for example purposes. Jurisdictions may consider including these factors, but this is not required. Jurisdictions should customize this Section, if including, to list relevant factors or reference other sections of their municipal/county code if similar provisions already exist.
1959	
1960	
1961	
1962	The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:
1963	
1964	(1) The nature, circumstances, and severity of the violation(s).
1965	(2) The violator's ability to pay.
1966	(3) The willfulness of the violator's misconduct.
1967	(4) Whether the violator took measures to avoid or mitigate violations of this chapter.
1968	
1969	(5) Evidence of any economic benefit resulting from the violation(s).
1970	(6) The deterrent effect of the penalty on the violator.
1971	(7) Whether the violation(s) were due to conditions outside the control of the violator.
1972	
1973	(g) Compliance Deadline Extension Considerations
1974	The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 17 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:
1975	
1976	
1977	
1978	(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
1979	
1980	(2) Delays in obtaining discretionary permits or other government agency approvals; or,
1981	
1982	(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
1983	
1984	
1985	(h) Appeals Process
1986	Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with Jurisdiction's procedures in the Jurisdiction's codes for appeals of administrative citations. Evidence may be presented at the hearing. The Jurisdiction will appoint
1987	
1988	
1989	
1990	



1991		a hearing officer who shall conduct the hearing and issue a final written order.
1992		Guidance: Jurisdiction shall select an employee or Designee to act as hearing
1993		officer who is different from their enforcement official.
1994	(i)	Education Period for Non-Compliance
1995		Beginning January 1, 2022 and through December 31, 2023, Jurisdiction will
1996		conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations,
1997		and Compliance Reviews, depending upon the type of regulated entity, to
1998		determine compliance, and if Jurisdiction determines that Organic Waste
1999		Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator,
2000		Food Recovery Organization, Food Recovery Service, or other entity is not in
2001		compliance, it shall provide educational materials to the entity describing its
2002		obligations under this ordinance and a notice that compliance is required by
2003		January 1, 2022, and that violations may be subject to administrative civil penalties
2004		starting on January 1, 2024. Guidance: Jurisdictions may initiate the education
2005		period prior to January 1, 2022, but no later than that date pursuant to SB 1383
2006		Regulations (14 CCR Section 18995.1(a)(4)).
2007	(j)	Civil Penalties for Non-Compliance
2008		Beginning January 1, 2024, if the Jurisdiction determines that an Organic Waste
2009		Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food
2010		Generator, Food Recovery Organization, Food Recovery Service, or other entity
2011		is not in compliance with this ordinance, it shall document the noncompliance or
2012		violation, issue a Notice of Violation, and take Enforcement Action pursuant to
2013		Section 17, as needed. Guidance: 14 CCR Section 18995.4(a)(1) requires that
2014		Jurisdictions initiate Enforcement Actions no later than January 1, 2024.
2015		Jurisdiction may consider having penalties start earlier than January 1, 2024. If
2016		so, it shall amend the dates in Sections 17(i) and 17(j) above to fit its
2017		commencement date for enforcement.
2018	(k)	Enforcement Table
2019		Guidance: While Jurisdictions are required to take Enforcement Actions against
2020		regulated entities, Jurisdictions are not required to include an enforcement table in
2021		their ordinance. The following table is provided as an informational tool to highlight
2022		the primary requirements that a Jurisdiction may choose to include in an
2023		enforcement table, based on the Model Ordinance requirements. If a Jurisdiction
2024		includes such an enforcement table in their ordinance, they may choose to include
2025		more items or delete items from the table depending upon the specifics of their
2026		final ordinance and their enforcement program.
2027		Items in Table 1 below requiring enforcement by Jurisdictions using Performance-
2028		Based Compliance Approach are indicated in the table with an asterisk (*).
2029		Jurisdictions using the Performance-Based Compliance Approach should modify
2030		the table to include only non-compliance items it plans to enforce.

2031 Jurisdictions using a one-container collection service shall include all items except  
 2032 Organic Waste Generator and Commercial Business requirements.

2033 **Table 1. List of Violations (Optional)**

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 6 and 7*	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with Jurisdiction requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Section 4, 5, 6 and 7*	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement Section, Section 11	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 11	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the Jurisdiction to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 11	A hauler fails to keep a record of the applicable documentation of its approval by the Jurisdiction, as prescribed by this ordinance.
Self-Hauler Requirement Section 12	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 9*	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 9*	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery

	Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 9*	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 6, 7, and 9*	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 9*	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 10*	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 10.

\* Required for Jurisdictions using a Performance-Based Compliance Approach. Items not marked with an \* are not required for Jurisdictions using a Performance-Based Compliance Approach. All items in the table are applicable to Jurisdictions using a Standard Compliance Approach.

2039     **SECTION 18. EFFECTIVE DATE**

2040     This ordinance shall be effective commencing on \_\_\_\_\_. (Jurisdiction  
2041     to insert date of effectiveness.)

2042     Guidance: SB 1383 Regulations (14 CCR Section 18981.2(a)) require that an ordinance  
2043     or other enforceable mechanism be in place no later than January 1, 2022. Jurisdiction is  
2044     to determine whether to make this ordinance effective prior to January 1, 2022 to allow  
2045     entities additional time to come into compliance with SB 1383 Regulations through  
2046     outreach and education efforts provided by Jurisdiction, prior to Inspections, etc.  
2047     Jurisdiction is required to provide education by February 1, 2022 at the latest, but six  
2048     months or a year sooner for both education and effective date would give regulated  
2049     entities more time to understand and comply, prior to Inspections beginning.



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 22-0319

**Agenda Date:** 9/19/2022

**Agenda #:** 1.

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### Agenda Item Wording:

Public hearing and approval of the 2021-22 Program Year Consolidated Annual Performance and Evaluation Report (CAPER). Resolution No. 2022-55.

Deadline for Action: 9/19/2022

**Submitting Department:** Finance and Technology Services

**Contact Name and Phone Number:** Margie Perez, Housing Specialist (559) 713-4460, [margie.perez@visalia.city](mailto:margie.perez@visalia.city) <<mailto:margie.perez@visalia.city>>; Melody Murch Assistant Finance Director, (559) 713-4379, [melody.much@visalia.city](mailto:melody.much@visalia.city) <<mailto:melody.much@visalia.city>>; Renee Nagel, Finance Director, (559) 713-4375, [renee.nagel@visalia.city](mailto:renee.nagel@visalia.city) <<mailto:renee.nagel@visalia.city>>

### Department Recommendation:

Staff recommends that the City Council:

1. Hold a public hearing to receive public comments on the Program Year 2021-22 draft CAPER; and
2. Approve the submission of the Program Year 2021-22 CAPER, Resolution No. 2022-55.

### Background Discussion:

The Consolidated Annual Performance and Evaluation Report (CAPER) is a report of actual expenditures and accomplishments for the Program Year (PY) 2021-22 and is presented in a format prescribed by HUD. The CAPER report must be submitted to the U.S. Department of Housing and Urban Development (HUD) by or before September 30, 2022. Annually, the City is required to prepare and approve the CAPER through the adoption of a resolution as shown in Attachment A: Resolution No. 2022-55. This report is submitted to HUD to summarize and evaluate the City's overall progress and performance for the period covering July 1, 2021, through June 30, 2022. The programs being reported were approved in the City's 5-year Consolidated Plan for the program years 2020-21 through 2024-25, referred to as the "ConPlan". Each ConPlan year has an Action Plan. The current 5-year ConPlan was approved by Council on April 20, 2020, and the 2021-22 Action Plan was approved by Council on April 19, 2021.

The CAPER is prepared in compliance with HUD requirements for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Funding. The funds must be directed toward projects and programs primarily benefitting low-and moderate-income persons, households, and/or areas. The full draft CAPER report is included herein as Attachment B: Draft 2021-22 CAPER. The Program year 2021-22 Annual Action Plan focused on affordable housing activities, neighborhood preservation through Code Enforcement, public services, and CDBG CARES Act (CDBG-CV) funds. Detailed Program Year 2021-22 expenditures and accomplishments are included herein as Attachment C: 2021-22 CAPER Tables. An overview of the PY 2021-22 CDBG and HOME resources and expenditures is shown below in Table 1: 2021-22 CDBG & HOME

**Resources and Expenditures.** \*The figures below are estimated amounts, as final year-end administration overhead adjustments are pending through September 30<sup>th</sup>. Final figures will be reflected in the final CAPER report. Carryover funds have been committed to projects as part of the 2022-23 Action Plan and prior year amendment process approved by Council on April 18, 2022 and are not available to appropriate.

Table 1: 2021-22 HOME & CDBG Resources and Expenditures		
	HOME	CDBG
2021 Grant Allocations	\$ 507,520	\$ 1,288,951
Prior Years Resources	2,178,714	1,328,459
Program Income	340,664	99,914
HOME-ARP	1,840,059	-
<b>Total Resources</b>	<b>\$ 4,866,957</b>	<b>\$ 2,717,325</b>
Expenditures	\$ 2,396,107	\$ 649,766
<b>Total Expenditures</b>	<b>\$ 2,396,107</b>	<b>\$ 649,766</b>
<b>Ending Grant Balance</b>	<b>\$ 2,470,850</b>	<b>\$ 2,067,558</b>

#### HOME 2021-22 Expenditures and Accomplishments Include:

- **HOME Administration and Planning (\$149,880)** - 2021 HOME administration. *\*This is an estimated amount, as final year-end adjustments are still pending through September 30<sup>th</sup>.*
- **HOME-ARP Administration (\$3,888)** - 2021 HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) administration.
- **Family Services of Tulare County - Tenant-Based Rental Assistance (TBRA) (\$24,503)** - The TBRA program assisted four (4) previously homeless households with rental subsidy payments for the program year. Case Management services were also provided to tenants through the City's Successor Agency Housing funds in the amount \$40,081.
- **The Lofts Project (\$1,148,735)** - The Lofts Project is the development of an 80-unit mixed-use complex. This project will provide 4 ground floor artist lofts with the remaining rental units to be 1- and 2-bedroom apartments for qualifying individuals and families. The project will also have a unit devoted to an on-site manager and includes commercial space. The commercial space will offer a new home for the Arts Consortium and will allow for various community and resident services and events. The Lofts Project includes 3,500 square feet on the ground floor for an Art Gallery and Community Room where a wide variety of resident services will be provided.
- **The Sequoia Village Project (\$1,069,101)** - The Sequoia Village Project is the conversion of a 50-unit motel to provide permanent affordable rental housing for homeless or at risk of homelessness individuals. The project will have an on-site manager and supportive services to ensure tenant's long-term stability.

#### CDBG 2021-22 Expenditures and Accomplishments Include:

- **CDBG Administration and Planning (\$222,120)** - FY 2021 CDBG administration. *\*This is an estimated amount, as final year-end adjustments are still pending through September 30<sup>th</sup>.*
- **Public Services:**
  - **Kings Tulare Homeless Alliance Continuum of Care (CoC) (\$18,075)** - The CoC



conducted the annual Point in Time (PIT) Count in January 2022. The 2022 PIT count is 469 homeless individuals in the City of Visalia. The prior 2020 PIT count was 540 homeless individuals in the City of Visalia. This was first PIT count done not in conjunction with a Project Homeless Connect (PHC) event due to the Coronavirus Pandemic. This year's PIT count was done simply with street canvassing. As a result, it is believed that the report totals are lower than if a PHC event would have been held to encourage homeless individuals to participate in the PIT count.

- **Permanent Supportive Housing (PSH) Voucher Program (\$44,534)** - Family Services of Tulare County provided 10 chronically homeless persons that are receiving PSH vouchers with case management, home visits, counseling referrals, life skills training, transportation, food delivery, hygiene products, and furniture assistance to maintain a life of stability.
- **Kings View PATH Program (\$25,000)** - Kings View PATH Program assisted 31 homeless individuals with essential supportive services, such as, security deposits, rental application fees, utility deposits, legal document assistance, motel vouchers, meal vouchers, transportation assistance, and clothing assistance. Kings View assisted 13 homeless individuals in obtaining housing.
- **United Way of Tulare County (\$50,000)** - United Way assisted 34 unduplicated households which provided 17 households with rental assistance, 10 with mortgage assistance, and 14 with utility assistance to low-moderate income households. All funds provided were fully exhausted within 5 months.
- **Home Repairs:**
  - **Habitat for Humanity (\$29,312)** - Habitat for Humanity assisted 6 low-to-moderate-income owner-occupied households with minor home repairs, such as, ADA wheelchair installation, ADA bar rail installations, electrical repairs, energy efficiency upgrades, window repairs/replacements, weatherization installation, and floor repairs. This program's maximum client assistance was \$5,000 per household.
  - **Self-Help Enterprises Senior Mobile Home Repair Program (SMHRP) (\$72,805)** - Self-Help Enterprises assisted 5 low-income senior and/or disabled mobile homeowners with ADA improvements, roof, electrical, floor, and plumbing repairs, window repair/replacement, and energy efficiency upgrades. This program's maximum client assistance was \$11,500 per household.
- **Code Enforcement:**
  - **Code Enforcement (\$178,489)** - The 2021 CDBG Code Enforcement program issued 158 housing violations, and 123 housing code violations were corrected in CDBG target areas. CDBG Code Enforcement provided enforcement services in deteriorating or deteriorated areas with public or private improvements. No funding is provided to mitigation, only staff time and equipment for staff.
- **Public Infrastructure Improvements:**
  - **ADA Improvements (\$9,432)** - CDBG ADA improvements for PY 2021 included the

installation of traffic signal ADA audible pedestrian push button signals per the Disability Advocacy Committee's (DAC) public input request in 2020 prior to its disbandment and to assist visually impaired citizens. This project installed these improvements at 6 intersections on Santa Fe from Murray Avenue to E. Nobile Avenue. The total project was budgeted at \$100,000 and \$9,432 of this amount was expensed prior to June 30, 2022, as construction began. Therefore, the remaining project expenses will be included in the PY 2022 CAPER.

As required by HUD, a minimal 15-day public comment period was conducted for the PY 2021 CAPER. The public comment period was from September 1, 2022, through September 19, 2022. An English and Spanish public notice was posted in the Visalia Times Delta on September 1, 2022, and published on City social media outlets, the Kings Tulare Homeless Alliance listserv, and the City website during the public comment period. The draft PY 2021 CAPER was also presented at the Citizen's Advisory Committee on September 7, 2022. All comments received during the public comment period and public hearing will be included in the final report to HUD and made available for public review on the City's website.

**Fiscal Impact:**

N/A

**Prior Council Action:** Each year, the City Council reviews and approves the Annual Action Plan, and any proposed amendments, and the CAPER. The 2020-24 Consolidated Plan was approved by City Council on April 20, 2020, and the 2021-22 Annual Action Plan was approved by City Council on April 19, 2021.

**Other:** None

**Alternatives:** None

**Recommended Motion (and Alternative Motions if expected):**

I move to adopt Resolution No. 2022-55, approving the Program Year 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER).

**Environmental Assessment Status:** N/A

**CEQA Review:** N/A

**Attachments:** Click or tap here to enter text.

- Attachment A - Resolution No. 2022-55
- Attachment B - 2021-22 Draft CAPER
- Attachment C - 2021-22 CAPER Expenditures and Accomplishments
- Attachment D - 2021-22 CAPER PowerPoint

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA  
APPROVING THE PROGRAM YEAR 2021-2022  
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUTION REPORT**

**WHEREAS**, the City of Visalia operated the Community Development Block Grant Program (CDBG), and the Home Investment Partnerships Grant Program (HOME) for the Program Year 2021-22; and

**WHEREAS**, the City is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for the activities and expenditures for the Program Year 2021-22; and

**WHEREAS**, the City must also certify that it is complying with HUD requirements for the use of CDBG and HOME funds; and

**WHEREAS**, the City spent approximately \$649,766 dollars in CDBG, and \$2,396,107 dollars in HOME funds during the Program Year 2021-22; 100% of the funds were used to assist households with incomes at or below 80% of area median income; and

**WHEREAS**, the City Council considered the CAPER at a publicly noticed public hearing held on September 19<sup>th</sup>, 2022, and the City Council considered all public comments provided during the public review period and at the public hearing; and

**WHEREAS**, the City Manager is the certifying official for all HUD reports and transactions.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Visalia that it approves the attached Program Year 2021-22 Consolidated Annual Performance and Evaluation Report and authorizes the City Manager to submit the same to HUD on behalf of the City of Visalia.

PASSED AND ADOPTED: September 19, 2022      LESLIE CAVIGLIA, CITY CLERK

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

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2022-\_\_ passed and adopted by the Council of the City of Visalia at a regular meeting held on September 19, 2022.

Dated: September 19, 2022                      LESLIE CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk



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# 2021-22 DRAFT CAPER

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## Consolidated Annual Performance and Evaluation Report

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City of Visalia

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## **CR-05 - Goals and Outcomes**

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

### **91.520(a)**

*This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

The Program Year (PY) 2021 Consolidated Annual Performance and Evaluation Report (CAPER) covers the period of July 1, 2021, through June 30, 2022. The CAPER provides a general assessment of the City's progress in carrying out goals identified in the City's five-year Consolidated Plan (ConPlan) during the 2020 Fiscal Year with the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds, provided by the U. S. Department of Housing and Urban Development (HUD), primarily to benefit Low- and Moderate-Income persons (LMI) and/or areas. The PY 2021 was the second year of the City of Visalia's five-year (2020-2024) Consolidated Plan.

For Program Year 2021, CDBG resources included \$1,288,951 in grant allocation; \$1,328,459 in prior year resources; and \$99,914 in program income for a total of \$2,717,325. The CDBG expenditures for the year were \$649,766. The CDBG grant ending balance of \$2,067,558 will be carried into the 2022 Annual Action Plan. Program Year 2021 CDBG accomplishments consisted of public services, the Continuum of Care support, Family Services case management for permanent supportive housing voucher clients, Kings View PATH program, United Way of Tulare County emergency rental/mortgage and utility assistance, code enforcement, planning, and administration.

For Program Year 2021, HOME resources included \$507,520 in grant allocation, \$1,840,059 in HOME-ARP, \$2,178,714 in prior year resources, and \$340,664 in program income for a total of \$4,866,957. The HOME expenditures for the year were \$2,396,107. The Tenant Based Rental Assistance program benefited four (4) households during Program Year 2021. HOME ending grant balance of \$2,470,850 are committed to project as approved in the 2021 Annual Action Plan, which include construction of 5-single family homes on NW 5th Ave, and the Lofts Project. Full accomplishments will be shown in Attachment "A-2".

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

*Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.*



Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected Program Yr	Actual Program Yr	Percent Complete
Address community / special needs services	Homeless Non-Homeless Special Needs	CDBG: \$50,000	Public service activities for Low/Mod Income Housing Benefit	Households Assisted	202	461	228%	30	34	113%
Address community/ special needs services	Homeless Non-Homeless Special Needs	CDBG: \$25,000	Homeless Person Overnight Shelter	Persons Assisted	30	34	103%	30	34	103%
Address community/ special needs services	Homeless Non-Homeless Special Needs	CDBG: \$0.00	Overnight/ Emergency Shelter/ Transitional Housing Beds	Beds	0	0	0%	0	0	0%
Address homeless needs	Homeless	CDBG: \$18,075	Public service activities other than Low/Mod Income Housing Benefit	Persons Assisted	2000	1009	50%	400	469	117%
Address homeless needs	Homeless	CDBG: \$44,534	Public service activities for Low/ Mod Income Housing Benefit	Households Assisted	70	47	67%	14	10	71%
Create suitable living environment	Affordable Housing	CDBG: \$102,117/ HOME: \$0.00	Homeowner Housing Rehabilitated	Household Housing Unit	18	13	72%	18	13	72%
Create suitable living environment	Affordable Housing	CDBG: \$0.00/ HOME: \$24,503	Tenant-based rental assistance/ Rapid Rehousing	Households Assisted	16	10	63%	4	4	100%



Create suitable living environment	Affordable Housing	CDBG: \$178,489/ HOME: \$0.00	Housing Code Enforcement/ Foreclosed Property Care	Household Housing Unit	1000	359	36%	200	153	77%
Enhance community development	Non-Housing Community Development	CDBG: \$9,432	Public Facility/ Infrastructure Activities other than Low/Mod Income Housing Benefit	Persons Assisted	3000	3000	100%	3000	3000	100%
Increase affordable housing	Affordable Housing	HOME: \$1,148,735	Rental units constructed	Household Housing Unit	11	11	100%	11	11	100%
Increase affordable housing	Affordable Housing	HOME: \$1,069,101	Rental units rehabilitated	Household Housing Unit	50	50	100%	50	50	100%
Increase affordable housing	Affordable Housing	HOME: \$0.00	Homeowner Housing Added	Household Housing Unit	0	0	0%	5	0	0%
Increase affordable housing	Affordable Housing	HOME: \$0.00	Direct Financial Assistance to Homebuyers	Households Assisted	0	0	0%	7	0	0%
Planning & administration	Program administration	CDBG: \$222,120/ HOME: \$153,769	Other	Other	1	1	100%	1	1	100%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

Funds were allocated in alignment with the priorities identified in the City’s five-year Consolidated Plan and Annual Action Plan. Through the development of the 2020 - 2024 ConPlan community needs



assessment, the City identified the following goals as "High" priority needs in the community:

- Affordable Housing
- Create Suitable Living Environment
- Address Community/Special Needs Services
- Address Homeless Needs
- Enhance Community Development

The City makes every effort to meet the priority needs of the community through the provision of many programs. During the PY 2021, the City recognized the recent developed high priorities as a result of the coronavirus pandemic. The City implemented an emergency rental/mortgage and utility assistance program to prevent evictions with United Way of Tulare County. The City also supported a case management program for chronically homeless persons receiving a permanent supportive housing voucher with Family Services of Tulare County, a homeless outreach and homeless prevention program with Kings View PATH Program. The City also implemented an Emergency Home Repair and ADA Program with Habitat for Humanity, a Senior Mobile Home Repair Program with Self-Help Enterprises, and a Code Enforcement Program with the use of CDBG funds.



## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

<b>Race:</b>	<b>CDBG</b>	<b>HOME</b>
White	1038	14
Black or African American	71	0
Asian	19	0
American Indian or American Native	52	0
Native Hawaiian or Other Pacific Islander	6	0
<b>Total</b>	<b>837</b>	<b>14</b>
<b>Ethnicity:</b>	<b>CDBG</b>	<b>HOME</b>
Hispanic	533	11
Not Hispanic	653	3

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

The City and partner organizations identifies priority needs and offers eligible CDBG and HOME services to low-and moderate-income persons and/or households regardless of their race or ethnic background. The information in CR-10 is generated by client demographics that participated in a CDBG or HOME funded program. The populated data referenced above does not include low-moderate areas activities, such as, Code Enforcement Program. \*Hispanic and mixed-race data is captured with white race data, then categorized appropriately under ethnicity data.



## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$2,717,325	\$649,766
HOME	public - federal	\$4,866,957	\$2,396,107

**Table 3 - Resources Made Available**

### Narrative

The City of Visalia's total PY 2021 CDBG resources of \$2,717,325 included:

- Grant Allocation - \$1,288,951
- Prior Year Carryover - \$1,328,459
- Program Income - \$99,914

CDBG expenditures for 2021 were \$649,766. There is a carryover of \$2,067,558 in grant allocation toward projects identified in the 2022 Annual Action Plan toward the development of a Low-Barrier Navigation Center.

The City of Visalia's total PY 2021 HOME resources of \$4,866,957 included:

- Grant Allocation - \$507,520
- HOME-ARP Allocation - \$1,840,059
- Prior Year Carryover - \$2,178,714
- Program Income - \$340,664

HOME expenditures for 2021 were \$2,396,107. HOME Carryover is \$2,470,850 toward projects identified in the 2022 Annual Action Plan. The HOME commitment includes construction of five (5) single-family homes on NW 5th Avenue, and an 80-unit multi-family mixed use development known as the Lofts Project.

Program income is generated from repayment of First Time Homebuyer and Owner-Occupied Rehab CDBG and/or HOME loans, and recycled funds from the resell of SHE CHDO single family homes.

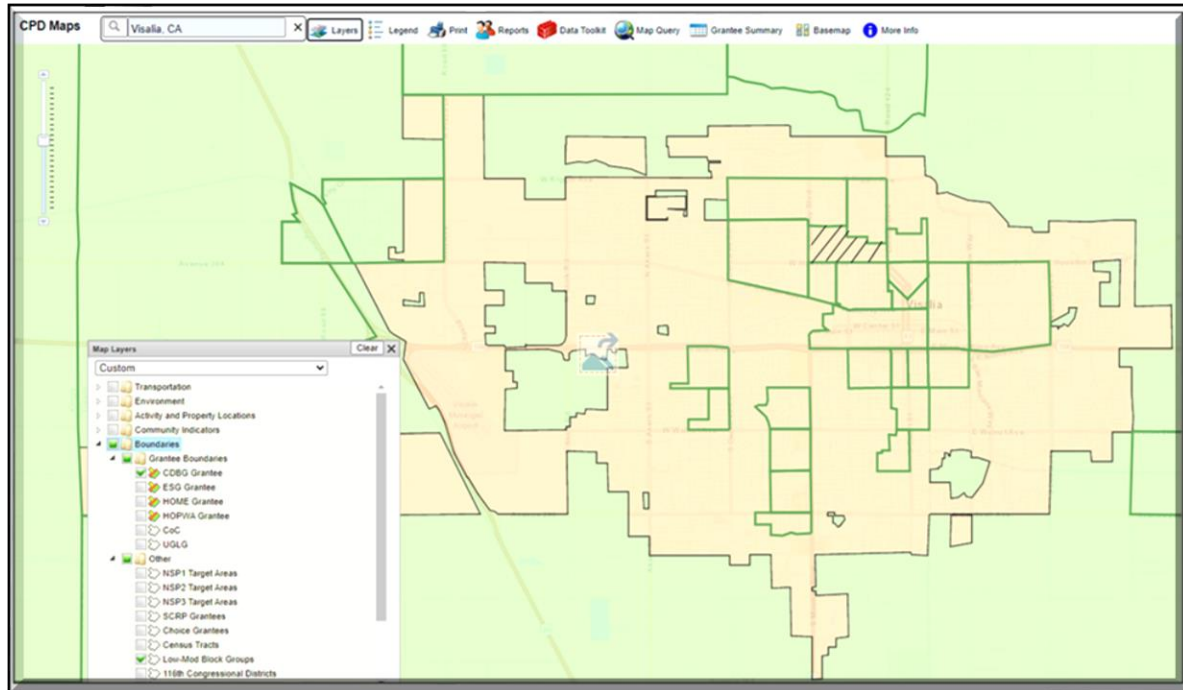
### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	77	72	Citywide
LMI Tracts	23	28	LMI Census Tracts

**Table 4 – Identify the geographic distribution and location of investments**







**Map 2: HUD's Mapping of 2021 CDBG Low-Mod Areas**



## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

CDBG and HOME allocations are leveraged through the City's partnerships. For example, CDBG public service dollars leverage state and other federal funding for homeless grant funding obtained by local non-profit agencies through the State of California and HUD including funding through the Continuum of Care. As it relates to the HOME Match Leveraging, all Participating Jurisdictions must contribute or match 25 cents for each dollar of HOME funds spent on affordable housing. The HOME statute provides for a reduction (50%) of the matching contribution requirement under three conditions: 1) fiscal distress; 2) severe fiscal distress, and; 3) for Presidentially declared major disasters covered under the Stafford Act.

For PY 2021, the City utilized HUD approved HOME waivers and suspensions of HOME program requirements in response to the COVID-19 pandemic. The matching requirement for PJ's in areas covered by a major disaster declaration is reduced by 100% for FY 2020 and FY 2021. This match reduction applies to funds expended between October 1, 2019, and September 30, 2021.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	\$5,650,174.67
2. Match contributed during current Federal fiscal year	\$0.00
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$5,650,174.67
4. Match liability for current Federal fiscal year	\$0.00
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$5,650,174.67

**Table 5 – Fiscal Year Summary - HOME Match Report**



Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
HOME TBRA (Contract Executed)	07/01/2021	215,747	0	0	0	0	0	215,747

Table 6 – Match Contribution for the Federal Fiscal Year

### HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
988,396	374,078	94,570	39,810	1,267,904

Table 7 – Program Income



Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 8 - Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	<b>Total</b>	<b>Minority Property Owners</b>				<b>White Non-Hispanic</b>
		<b>Alaskan Native or American Indian</b>	<b>Asian or Pacific Islander</b>	<b>Black Non-Hispanic</b>	<b>Hispanic</b>	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**



<b>Relocation and Real Property Acquisition</b> – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**





## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	1	4
Number of Non-Homeless households to be provided affordable housing units	10	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>11</b>	<b>6</b>

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	4	4
Number of households supported through The Production of New Units	50	0
Number of households supported through Rehab of Existing Units	15	13
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>4</b>	<b>6</b>

Table 12 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

As it relates to HOME funds, under regulation 24, CFR 91.520 (b), the City provided Tenant-Based Rental Assistance to four households. During PY 2021, the Senior Mobile Home Repair Program completed 7 mobile home repairs and the Emergency Home Repair Program completed 6 home repairs. In PY 2021, the Lofts Project began construction and is expected to be completed in 2023. The Lofts Project will develop 80-unit mixed use affordable housing project. In PY 2021, the Sequoia Village Project construction also began to convert 50 motel units in to permanent supportive housing units for people with experiencing homelessness.

**Discuss how these outcomes will impact future annual action plans.**



Due to the delays caused by the pandemic, many projects were funded in the Program Year 2021. The outcomes and challenges seen Program Year 2020 allowed for additional funding for our 2021 Annual Action Plan. As a result, the City is excited to see robust accomplishments in the upcoming Annual Action Plans. Large projects on future Annual Action Plans include a Navigation Center, 80-unit multifamily complex known as the Lofts Project, and a 50-unit permanent supportive housing complex known as the Sequoia Village Project.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	910	4
Low-income	215	0
Moderate-income	61	0
<b>Total</b>	<b>1,186</b>	<b>4</b>

**Table 13 – Number of Households Served**

### **Narrative Information**

The data provided above includes client data from the Kings Tulare Homeless Alliance Continuum of Care, Family Services Voucher Program, Kings View Path Program, United Way of Tulare County emergency rental/mortgage and utility assistance program, and HOME TBRA clients.



## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Visalia, in partnership with the Kings/Tulare Homeless Alliance (KTHA), works diligently to address homelessness within the city. KTHA serves as the local continuum of care coordinating efforts amongst service providers, faith-based partners, governmental agencies, and other key stakeholders. KTHA hosts multiple monthly meetings such as the Case Management Roundtable and Community/Stakeholder meeting.

KTHA operated the Visalia Local Initiatives Navigation Center (LINC) for people experiencing homelessness each Monday at the Visalia Rescue Mission to provide emergency outreach services, wrap-around services, mental health assessments/enrollments, housing counseling, free birth certificates, CA ID vouchers, mainstream benefit enrollments, social security advocacy, substance abuse referrals/enrollments, veteran services, food assistance, and hygiene kits.

KTHA also coordinated the annual Point in Time (PIT) count the final week of January 2022. The 2022 PIT count resulted in 469 people experiencing homelessness, in which are 108 are chronically homeless in the City of Visalia. This year's PIT count was extremely important since a PIT count was not done in 2021, due HUD exemption due to the Coronavirus Pandemic. This year's PIT count was done simply street canvassing, rather than in conjunction with a Project Homeless Connect (PHC) event. 2022 is the first year since 2014 that the PIT count was not conducted in collaboration with a Project Homeless Connect (PHC) event. The City of Visalia saw a decrease of 540 individuals counted in 2020 vs 469 individuals counted in 2022. It is believed that the PIT count report totals may be lower due to simply street canvassing and not having the PIT count conducted in collaboration with a PHC event to attract homeless individuals to participate in the 2022 PIT count.

The Coordinated Entry System, operated by KTHA, includes virtually all homeless service providers within the City of Visalia. In addition to the Every Door Open approach, people experiencing homelessness can have an assessment completed by contacting 2-1-1.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Within the City of Visalia, there are several programs that provide emergency shelter and transitional housing for people experiencing homelessness:



Program Type	Organization Name	Program Name	Year-Round Beds
ES	Family Services of Tulare County	Karen's House	33
ES	KTHA/Tulare County HHSA	COVID Hotel Visalia #1	9
ES	Mental Health Systems	Eden House	22
ES	SSVF	EHA Tulare County	16
ES	RH Community Builders	Sequoia Village	50
ES	Visalia Rescue Mission	ONG	17
ES	Visalia Rescue Mission	Shelter of Hope	28
ES	Visalia Warming Center	Visalia Warming Center	33
TH	EMQ Families First Inc.	Crossroads T.A.Y. Housing	10
TH	Family Services of Tulare County	Transitional Housing + Services	10
TH	Visalia Rescue Mission	House of Hope	15
TH	Visalia Rescue Mission	House of Restoration	26
TH	Visalia Rescue Mission	Women's Transitional Program	4
ES=Emergency Shelter			
TH=Transitional Housing			

**Table 14– Homeless Program Type, Organization Name and Number of Beds**

The Housing Disability and Advocacy Program (HDAP) launched in July of 2018. The Housing and Disability Advocacy Program is designed to assist people who are experiencing homelessness and have a disabling condition and are likely eligible for disability benefits apply for disability benefits while also offering housing supports. HDAP prioritizes individuals and families who are experiencing chronic homelessness or homeless and rely most heavily on government-funded services. Once approved for SSI, the individual is transitioned into permanent housing and out of the HDAP program. During FY 21/22, there were a total of 121 individuals in the HDAP program who received disability assistance and 22 clients/families assisted with housing supports in addition to disability benefits.

The Visalia Warming Center operated a low barrier seasonal shelter from 12/30/2021 to 2/28/2022. 325 unduplicated people were served during this winter. The Visalia Warming Center partnered with Tulare County Health and Human Services Agency (HHSA), and Kings/Tulare Homeless Alliance (KTHA) to provide housing assessments, mental health assistance, as well as other supports as needed. The FY 2021 Visalia Warming Center provided shelter to 4 children under 18 years old, 80 senior citizens, 63 severely disabled, and 94 new clients were entered into the Homeless Management Information System (HMIS) to begin housing placement.

In response to the COVID-19 Pandemic, KTHA, in partnership with Tulare County HHSA and other non-profits, launched the Project Roomkey (PRK) program. PRK was funded through the State of California as part of their efforts to combat COVID-19. PRK offered 62 non-congregate emergency shelter rooms to people with COVID-19 and people who are at a high risk of contracting COVID-19 in the City of Visalia. Wrap around services were also offered at PRK sites including case management. Kaweah Delta Healthcare District also provided on site COVID-19 testing and vaccinations. During PY 2021-22 of a PRK



site, Sequoia Village began renovation to convert into a permanent supportive housing (PSH) units for people experiencing homelessness. This project will provide 50-PSH units.

Eden House is a 22-bed transitional bridge housing facility for adults who are experiencing homelessness awaiting a permanent unit in Tulare County. The project is a partnership between Mental Health Services, Self-Help Enterprise, the County of Tulare, the City of Visalia, and the City of Tulare. Mental Health Services (MHS) staff provides residents services to successfully transition them from bridge housing to permanent housing. Services include housing and supportive services, daily meals, vocation support, daily living skills training, and linkages to community resources. The program receives referrals from the Coordinated Entry System.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Several community partners offer local residents services which are designed to help with housing retention. Community residents can access up-to-date prevention resources by calling the local 2-1-1 line. Call center operators through 2-1-1 are able to pre-screen clients for eligibility and provide up-to-date information on program availability.

CalWorks eligible families are able to access housing assistance through the Housing Support Program and Bringing Families Home programs. These programs can assist with short term rental assistance and utility deposits for households faced with eviction.

Through a partnership between Tulare County HHSA and Uplift Families, there are 10 transitional housing beds available for youth exiting foster care. The program offers housing along with intensive wrap around services to assist participants in becoming self-sufficient.

Kaweah Delta Healthcare District has a Bridge Program that works directly with frequent users of the emergency room as well as homeless patients awaiting discharge. The Bridge team prioritizes these patients and works diligently to connect them to mainstream benefits and housing resources in an effort to minimize discharges to homelessness.

The Alliance also has an SSI/SSDI Advocacy, Outreach and Access (SOAR) program. This national project is designed to increase access to the disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults who are homeless or at risk of homelessness and have a mental illness and/or a co-occurring substance use disorder. Assisting clients through SOAR results in expeditious benefit awards and additional funding through Medicaid reimbursements. Access to these benefits greatly increases housing stability and retention rates among recipients.



**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City partners with the Workforce Investment Board of Tulare County (WIB) and Community Services and Employment Training, Inc. (CSET) to administer the Environmental Cleanup Opportunities (ECO) project. The ECO project provides people experiencing homelessness with employment skills while addressing a community need, by cleaning up the community.

In Level I, participants work for 12 weeks, 20-hours per week, on City of Visalia cleanup projects. After the 12 weeks are completed, ECO crew members will begin an extensive job search for regular employment. In Level II, participants gain additional skills and increased responsibilities as they work full-time for six weeks. Upon successful completion of Level II, participants will be encouraged to apply for job openings in the public and private sector.

The Alliance continues to utilize the Landlord Mitigation Fund to increase the inventory of landlords and property managers willing to lease units to people experiencing homelessness. The fund is designed to incentivize Landlords to relax screening criteria for people who are experiencing homelessness and who may have barriers that prevent them from securing housing on their own, such as poor credit and past evictions. By offering a Fund to mitigate Landlord exposure to the increased costs of renting to people experiencing homelessness including excess damage and unpaid rent, a strong relationship can be created with Landlords who otherwise may not lease to individuals and families experiencing homelessness.

The Coordinated Entry System continues to focus efforts on working with the top forty households of each intervention type on the Housing Priority List to get them document ready. This focus has reduced the amount of time that people spend on the streets waiting to be placed once a unit becomes available.





## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The Housing Authority of Tulare County (HATC) continues to own and manage 179 units in the City of Visalia. They have indicated that there are no plans to purchase additional or remove any public-housing units from their inventory. HATC's projection is that there will be an investment of \$375,000 in Tulare County Housing Authority's Capital Fund improvements. The noted expenditures will cover maintenance and rehabilitation in public-housing units within the City of Visalia. HATC's Capital Fund expenditures will cover a large range of projects, including roofing replacement, landscaping improvements, carpet replacement, and Air Conditioning and Heating unit improvements.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

HATC is proactive in the inclusion of public-housing residents in the policy making process. An equitable and transparent policy making process that includes the opinions of public housing residents is achieved through the participation of two tenant commissioners on HATC's Board. HATC has installed a Resident Counsel which is made up of five residents from all HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8 Housing Choice Vouchers, and public housing). The Resident Counsel works with HATC staff on evaluating the effectiveness and efficiency of HATC rental assistance programs. This provides members the opportunity to contribute input on necessary program modifications.

HATC provides two annual public hearings. The first is to inform and discuss their agency's submittal of the Moving to Work (MTW) Annual Plan to HUD. This plan outlines proposed budgetary and policy modifications to their rental assistance and affordable housing programs. The second public hearing is to review and discuss the agency's submission of its MTW Annual Report to HUD. This report analyzes the outcomes of the objectives outlined in the aforementioned MTW Annual Plan. Public notices informing Tulare County residents of the public hearings are published in the local newspaper.

HATC goal is for each tenant to promote to self-sufficiency. Client homeownership is one of the top long-term goals for all their clients. HATC staff works with tenants to provide them with the necessary resources to achieve homeownership. Their Annual Re-Examination Notice provides public-housing participants with an extensive referral list that aids with homeownership. Their list includes programs managed by: CSET, City of Visalia, Habitat for Humanity, CalHFA, and Self-Help Enterprises. HATC's program coordinator works with interested public housing tenants to effectively inform them of all the programs that are available. HATC is also part of the Tulare County Housing Resource Fair, an event that provides first time homebuyer programs.

### **Actions taken to provide assistance to troubled PHAs**

The Housing Authority of Tulare County is not determined to be troubled.



## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City actively monitors its existing zoning and development standards to ensure their necessity and efficiency for achieving the goal of safe and livable housing available for all income categories.

Off-street Parking Standards: The City's parking requirements provide for parking concessions within affordable housing developments. Parking requirements do not require enclosed or covered parking structures in multifamily housing developments, which minimizes the cost for market rate units. The City's parking requirement for multi-family developments is 1.5 spaces per unit. This automatically applies to market rate units and is essential for that type of tenant. Single room occupancy units do not require any tenant parking, apartments for seniors require only one space per unit, and affordable housing projects can reduce the onsite parking requirements.

Building Codes: Building codes set guidelines that identify minimum standards to ensure building and non-building structures protect the health and safety of the community. Local building codes, however, often mandate that costly improvements be made to meet regulation requirements. The City adopted the 2016 California Building Code (CBC). The City has not made any amendments nor changes to the 2016 CBC. The City's building codes prove to be in line with those of other California jurisdictions and do not have negative consequences on the development of affordable housing in the City.

The City of Visalia adopted the Housing Element for the Fiscal Years 2020 -2023 on December 3, 2019. The Housing Element was certified by the State of California, Department of Housing and Community development on January 23, 2020. The Housing Element specifically sets policies and their related programs to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing were reviewed. The Housing element includes:

- Increase permitted by right unit size from 60 to 80 units and increase height to four stories. (HE Programs 1.4 and 1.7)
- Eliminating occupant size for Supportive and Transitional housing units to be permitted by right (HE Programs 5.3 and 9.10)
- Increasing Farmworker housing units permitted by right from 6 persons to 12 units or 33 beds (HE Programs 5.9 and 5.10)
- Adding a Zoning ordinance clause that exempts structures or devices to facilitate handicapped accessibility from the Zoning Code standards (such as wheelchair ramps encroaching into required setbacks) (HE Program 5.3 and 5.8).
- Conduct a transportation analysis to ensure that existing and new high density residential zones contained in the Affordable Housing Land Inventory are optimally served by public transit and



alternative transportation modes. The Visalia Long Range Transportation Plan (VL RTP) includes a narrative and map that demonstrate transit routes coincide with higher density land uses and provide connection to key employment and services areas. (HE Program 9.9)

- Annual reconciliation of residential development on land listed in the Regional Housing Needs Allocation (RHNA) Sites Inventory; including mandatory requirement to either: 1) develop land at no less than the anticipated density; or 2) identify offset sites not already listed on the Sites Inventory to make up the difference in anticipated/ density (HE Programs 9.4 and 9.5)
- Amended Zoning Ordinance Section 17.32.040 (Planned Mobile Home Parks) by revising the allowed density to be that of the underlying zone district, and development standards to be more in line with the single-family residential zone district. (HE Program 3.19)

#### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City of Visalia, in partnership with the Kings/Tulare Homeless Alliance (Alliance), has continued its work on a variety of strategies that address the needs of homeless persons in the community. The Kings/Tulare Homeless Alliance (Alliance), which serves as the local continuum of care, continues to operate under phase three of its Coordinated Entry System (CES). Virtually all homeless service providers within Visalia serve as entry points for the CES. In addition to Every Door Open approach, people experiencing homelessness can have an assessment completed by contacting 2-1-1 or directly through the outreach team.

KTHA partnered with Kaweah Delta Healthcare District, Tulare County Health and Human Services Agency, and Kings View PATH program to establish a Street Medicine program. This program was designed to connect people who are experiencing homelessness to COVID-19 testing and vaccines, medical services including prescription medication and wound care, housing support, and other wrap-around services.

#### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

For all the City's housing programs, applicants are informed of the danger of lead-based paint through a brochure as part of the application process. In addition, City building inspectors are alerted to signs of this hazard as they perform their substandard housing inspections. All housing owners and occupants with which the City interacts through its various programs are required to abate this hazard as a condition of assistance.

The contractor is required to utilize safe practices and obtain certification through a HUD certified lead testing agency when working with the City's funds or its partners. The City's partners are required to conduct lead testing, abatement and use safe practices when utilizing city resources.

#### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The implementation of CDBG activities meeting the goals established in the 2020-2024 Consolidated



Plan – Strategic Plan will help to reduce the number of poverty-level families by: Supporting activities that expand the supply of housing that is affordable to low- and moderate income households; Supporting activities that preserve the supply of decent housing that is affordable to low- and moderate-income households; Supporting a continuum of housing and public service programs to prevent and eliminate homelessness; Supporting housing preservation programs that assure low income households had a safe, decent and appropriate place to live; Support public services for low- and moderate-income residents including those with special needs and those at-risk of homelessness; and Promoting economic opportunity for low-and moderate-income residents.

#### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

Visalia is a charter city and is managed utilizing the council-manager form of government. The five-person City Council provides policy direction to the City Manager who is responsible for administering City operations. The City Manager is appointed by the City Council to carry out policy and ensure that the entire community is being served. The City Council is the legislative body, and its members are the leaders and policy makers elected to represent the community and to concentrate on policy issues that are responsive to citizens' needs and wishes.

The Finance Department Director oversees the administration of the day-to-day activities of the CDBG, CalHome, NSP1, HOME and Housing Fund programs. Staff works together with various City departments and with the community to develop programs and activities that address high priority needs, to improve low- and moderate-income housing opportunities and neighborhoods throughout Visalia.

#### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City will continue to participate in monthly Alliance meetings, which are attended by various governmental departments and service providers to share information on existing programs and areas for improvement to enhance coordination and exchange knowledge of best practices to better understand and address the community's needs, it is also used as a platform for agencies to coordinate services and to address unmet needs, ensuring that resources are leveraged and not duplicated.

#### **Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

This section provides a summary of the actions taken by the City of Visalia to further fair housing and overcome the effects of any impediments identified in the City's analysis of impediments to fair housing choice. The City of Visalia is addressing impediments as described in the Analysis of Impediments to Fair Housing Choice (AI) 2020-2024. The City of Visalia, and subrecipients of CDBG and HOME funding activities, affirmatively further fair housing.

City of Visalia Fair Housing Accomplishments:



- Provided Tenant-Based Rental Assistance (TBRA) to low-income people experiencing homelessness.
- Provided fair housing informational flyers in English and Spanish on the City's website.
- Collaborating with Central California Fair Housing Council to conduct fair housing workshops to educate residents about fair housing rights.
- Staff attends ongoing fair housing training sessions.

The City adheres federal fair housing laws that prohibit discrimination in all aspects of housing, including the sale, rental, lease, or negation of real property. The City adheres the Fair Housing Act based on the following protected classes: race or color, religion, sex, familiar status, national origin, disability (mental or physical).



## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City utilizes AmeriNat for loan servicing. AmeriNat monitors the City's loan portfolio on a monthly basis for conformity with loan payments, tax & insurance, and delinquencies. City staff also works closely with AmeriNat and borrowers to re-certify first time homebuyer's ability to begin making monthly payments or determine that deferral of payments should continue for an additional term. Additionally, on a bi-annual basis, AmeriNat annually obtains an affidavit of ownership. This assists the City in maintaining participant compliance with each program.

The City has compliance monitoring guidelines for its CDBG and HOME funds with priority given to activities that benefit low- and moderate-income persons. The City is continuing its efforts of updating Policy and Procedure manuals to reflect the most recent Building Code, City Policies, Monitoring Policies and CDBG/HOME Regulations, as well as preparing detailed agreements with developers, sub-recipients and/or construction managers that outline federal regulations and performance standards.

MBE/WBE Outreach: The City of Visalia, as referenced within its purchasing policies and procedures, chapter 8, encourages all segments of society to participate by demonstrating support for small, disadvantaged and minority-owned businesses.

Fair Housing/Section 3 Compliance: The City ensures compliance with Fair Housing and best efforts with Section 3 during the process of awarding contracts to selected agencies/contractors to support low- and moderating income residents.

The City has compliance monitoring guidelines for its CDBG and HOME funds with priority given to activities that benefit low- and moderate-income persons. The monitoring process includes:

- Routine Monitoring Responsibilities by City Staff Risk Analysis Monitoring Schedule In-Depth Monitoring and Onsite Reviews Monthly/Quarterly Status Report File Review or "Desk Review" (offsite) Financial Review Site Review After completion of the onsite visit, follow up steps are completed the monitoring report must include the reasons underlying all conclusions.

CDBG includes the following Project Management tasks/monitoring:

1. Each project utilizing CDBG funds is managed by a project manager.
2. The project manager monitors the use of the funds and is the "Labor Standards Coordinator," having responsibility for National Environmental Policy Act compliance and CDBG labor standards compliance and reporting, as well as Section 3 requirements.





3. A CDBG Project Compliance Manual has been prepared and is issued to all project managers in the City.
4. Records shall be maintained from the inception of the project, documenting the compliance requirements for receiving this federal funding.
5. A separate Labor Standards Enforcement file shall be maintained.
6. A record-keeping action checklist, issued by HUD, as well as a CDBG Project Compliance Record Summary, shall be complied with.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

#### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City ensures compliance with programs and projects by incorporating accounting principles, conducting single audits, reviewing & updating guidelines & procedures, monitoring, and following HUD requirements. The City of Visalia considers Citizen Participation an important component in improving the quality of life in our neighborhoods and encourages residents to become involved. When comments are made, a Summary of citizen comments related to the CAPER is included.

Staff also meets with the City Manager, Department Managers, and project managers to ensure progress is occurring for each project. Overall, additional meetings are held with Staff responsible for the administration of the CDBG and HOME funding to discuss the high priority needs, un-programmed PI, projects, programs, and recommended funding allocations. Community meetings are held to obtain comments, recommendations and support of ongoing, substantial amendments and new projects.

The PY 2021 CAPER public comment period was held from September 1, 2022 through September 19, 2022. PY 2021 CAPER English and Spanish Public Notices published in the Visalia Times Delta on September 1, 2021. The draft CAPER was available to the public via the City's Website at [www.visalia.city](http://www.visalia.city). Additionally, the public notices were submitted to the Tulare and Kings Continuum of Care, now known as "The Alliance" to share with their listserv recipients. A community meeting is scheduled during the Citizen's Advisory Committee on September 7, 2022, at 5:30pm. A public hearing is scheduled for September 19, 2022, at 7:00pm during a regular city council meeting.



## **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City continues to take a proactive approach and continually evaluates programs, projects, policies, and activities to ensure they are meeting targeted goals as well as keeping in line with current levels of funding. Based on experience, difficult and strategic recommendations are made to City Council. For example, when funding is not moving quickly, an alternate priority need project or program is recommended. Council gives the City Manager the authority to redirect funds based upon certain criteria and/or timelines. The CDBG timely expenditure ratios and HOME CHDO commitment and expenditure deadlines are monitored closely. Staff directs funding toward core programs established during the previous year and identified within the Five-Year ConPlan.

The City's Citizens Participation Plan allows minor and technical amendments to be reviewed and authorized by the City Manager. All substantial amendments, resulting in a 75% reallocation of funding, are taken to City Council through a public hearing as well as community meetings for public input. The reallocation of funding may occur throughout the year for both CDBG and HOME and is documented by way of a memo submitted to the City Manager for review and approval.

Objectives have not changed in working toward meeting high priority needs. As a result of the needs identified through meetings with non-profit housing and service providers, City Manager and Council, HOME and CDBG funding was approved to assist in meeting the needs of Visalia's homeless population through TBRA and Public Services.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

N/A



## **CR-50 - HOME 91.520(d)**

### **Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

*Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.*

The HOME and RDA Successor Agency Housing on-sight monitoring of Kimball Court (94-units), Sierra Meadows (60-units), Oak Meadows (59-units), Robinwood Court (10-units), Paradise & Court (20-units), Fairview (4-units), and Mill Creek (70-units) apartment rental projects occurred during in the Program Year 2021-2022. No findings were noted, however, there were minor repairs. Oversight monitoring occurred through building inspections, invoice reviews, annual rent approval and site visits.

The HOME TBRA program requires detailed review of applications, lease and lease addendums, income determinations and rents prior to committing funds to the eligible tenant.

HOME Monitoring will again be scheduled for Paradise & Court; Robinwood and Sierra Meadows multi-family development projects in the 2022 Program Year.

### **Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

The City contracted with the Fair Housing Council of Central California (FHCCC) to provide education on fair housing and conduct testing. FHCCC is also tracking the number of callers requesting information on Fair Housing, people assisted, and more.

The City, and its partners, publish the Fair Housing logo on all applications and information flyers, collect data related to applicants, and publish affordable housing programs on its website.

Additional outreach efforts include working with local lenders to promote affordable housing programs. The City requires its partners to provide affirmative marketing plans as part of its process in providing funding.

Additionally, the City requires its partners, who provide affordable housing, to require participants of programs to attend housing counseling services. The City also partners with non-profit developers and requires that a marketing plan be submitted with proposals to affirm marketing efforts.

### **Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**



The City Council approved the use of HOME program Income funding toward various projects and allowed 10% Program Income Administration. Projects that utilized PI, and EN, included:

- SHE CHDO Acq/Rehab single family projects, and
- Tenant Based Rental Assistance

See CR-15 which reflects the Program Income received during the year, and CR-10 (Number of HOME-assisted activities completed during the Program Year). The total of PI drawn (expended) during the year, referenced on the PR-09 report, was \$1,261,583, including Program Income Administration.

SHE will be utilizing both HOME PI and EN -HOME CHDO funding toward the construction of five (5) single family dwellings on NW 5th street.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

The HOME program objectives continue with promoting, maintaining, and providing affordable housing working with non-profit agencies. Specifically, the programs administered were:

- HOME Tenant Based Rental Assistance (TBRA): The TBRA program provides gap rental assistance to Visalia's homeless population up to 24 months.
- HOME SHE Acq/Rehab/Resell and Acq/Rehab/Rent Projects: The City has provided HOME-CHDO funding to its certified non-profit agency, Self Help Enterprises. Self Help will be utilizing the funds toward the construction of five (5) single family dwellings on NW 5th Street. The homes will be sold to income qualifying households.
- The Lofts Project: Construction of an 80-mixed use affordable housing complex. The project will provide 79-residential units for households at or below 60% of the area median income level, and 1-onsite manager unit.
- Sequoia Village: Conversion of a 50-unit motel into 50 permanent supportive housing units for people experiencing homelessness at or below 30% of the area median income level.

Housing Counseling is required for all housing participants. Such services are provided by HUD-certified housing counseling agencies: Community Service Employment Training, Inc. (CSET) and Self-Help Enterprises, Inc. (SHE).



## **Attachment A: Accomplishments**

- Attachment A-1: Cover Page
- Attachment A-2: Table 1 Expenditures and Accomplishments
- Attachment A-3: City Council Staff Report
- Attachment A-4: City Council Resolution

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## Attachment A-1: Cover Page



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# 2021-22 DRAFT CAPER

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**Consolidated Annual  
Performance and  
Evaluation Report**

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**City of Visalia**

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## Attachment A-2: 2021-22 HOME & CDBG Expenditures and Accomplishments

Attachment A-2: 2021-22 CDBG & HOME Expenditures & Accomplishments		
HOME INVESTMENT PARTNERSHIP FUNDING (HOME)		
HOME Expenditures	Amount	Accomplishments/Comments
HOME Administration	\$ 149,880	N/A
HOME-ARP Administration	3,888	
Family Services TBRA Pgm (Tenant Based Rental Assistance)	24,503	4 Units
The Loft's Project	1,148,735	80-Units
Sequoia Village Project	1,069,101	50-Units
<b>Total 2021 HOME Expenditures</b>	<b>\$ 2,396,107</b>	
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		
CDBG Expenditures:	Amount	Accomplishments/Comments
CDBG Administration	\$ 222,120	N/A
<b>Public Services:</b>		
Kings Tulare Homeless Alliance - Continuum of Care	\$ 18,075	PIT 469
Family Services - Voucher Program	44,534	10 Units
Kings View - PATH Program	25,000	31 Individuals Assisted
United Way - Rental/Mortgage, & Utilities Assistance	50,000	34 Households Assisted
<b>Total Public Services</b>	<b>\$ 137,609</b>	
<b>Affordable Housing:</b>		
Habitat for Humanity - Emergency Home Repair & ADA Pgm	\$ 29,312	6 Households
SHE - Senior Mobile Home Repair Program	72,805	7 Households
Code Enforcement	178,489	153 Citations/121 Corrected
<b>Total Affordable Housing</b>	<b>\$ 280,606</b>	
<b>Public Facility Improvements:</b>		
ADA-Improvements	\$ 9,432	3,000 Individuals
<b>Total Public-Facility Improvements</b>	<b>\$ 9,432</b>	
<b>Total 2021 CDBG Expenditures</b>	<b>\$ 649,766</b>	



## **Attachment A-3: City Council Staff Report**

To be inserted.

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## **Attachment A-4: City Council Resolution**

To be inserted.

DRAFT



## **Attachment B: Citizen Participation**

- Attachment B-1: Public Notice - English
- Attachment B-2: Public Notice – Legal Ad English
- Attachment B-3: Public Notice – Legal Ad English Certification
- Attachment B-4: Public Notice – Spanish
- Attachment B-5: Public Notice – Legal Ad Spanish
- Attachment B-6: Public Notice – Legal Ad Spanish Certification
- Attachment B-7: City Website – CDBG Public Notice Page
- Attachment B-8: Continuum of Care Listserv Post
- Attachment B-9: Citizen Participation Summary



## Attachment B-1: Public Notice –English

### CITY OF VISALIA | 2021 Consolidated Annual Performance and Evaluation Report (CAPER)

### Public Notice for Review and Comment



**Review of accomplishments** The City of Visalia will submit its Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2021 (July 1, 2021 – June 30, 2022) to the United States Department of Housing and Urban Development (HUD), no later than September 30, 2022. The CAPER is an annual report that describes the performance in meeting its goal with the use of Community Development Block Grant (CDBG) and Home Investment Partnerships Grant (HOME) received from HUD. The City uses these grants to provide decent, clean, safe, and affordable housing, create a suitable living environment, and expand economic opportunities, principally for persons of low and moderate income. The City of Visalia's Consolidated Plan/Action Plan, which identified projects and programs were previously reviewed and adopted by the City Council to meet these objectives.

As an overview, HOME funds were used toward the Self-Help affordable housing acquisition/rehab of existing ownership and rental properties through the City's certified Community Housing Development Organization (CHDO), and tenant-based rental assistance. The CDBG program funds were used toward public services, code enforcement, rental/mortgage assistance, utilities assistance, voucher program- case management, and street outreach programs. The draft Program Year 2021 CAPER will also be available on the City's website for public review at [www.visalia.city/depts/finance/housing\\_n\\_cdbg\\_services/public\\_notices.asp](http://www.visalia.city/depts/finance/housing_n_cdbg_services/public_notices.asp).

***The 2021 Draft CAPER public comment period is from September 1, 2022 - September 19, 2022, and upcoming community and City Council meetings:***

<b>Citizens Advisory Committee</b> City Admin Building 220 N. Santa Fe St., Visalia, CA 93291 September 07, 2022 5:30 pm	<b>City Council Public Hearing Meeting</b> City Hall Council Chambers 707 W. Acequia Ave., Visalia, CA 93291 September 19, 2022 7:00 pm
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***The Public Hearing for the 2021 CAPER will be held on September 19, 2022.***

Staff invites you to attend a community meeting and/or public hearing for the 2021 CAPER. If you are unable to attend, you may submit your comments in writing to Margie Perez, Housing Specialist at [margie.perez@visalia.city](mailto:margie.perez@visalia.city).

*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 services.*



## Attachment B-2: Public Notice – Legal Ad

**City of Visalia**  
**Public Notice of the Draft 2021**  
**Consolidated Annual Performance Evaluation Report (CAPER)**  
**September 1, 2022 – September 19, 2022**

Notice is hereby given that the City of Visalia is seeking input on the Draft Program Year (PY) 2021 Consolidated Annual Performance and Evaluation Report (CAPER). The PY 2021 CAPER consists of an annual assessment of the Community Development Block Grant (CDBG), and HOME Investment Partnerships Grant (HOME) funds for PY 2021. The public comment period for the PY 2021 CAPER is **September 1, 2022 – September 19, 2022**. The draft 2021 CAPER is available for public review on the City's website at [www.visalia.city/depts/finance/housing\\_n\\_cdbg\\_services/public\\_notices.asp](http://www.visalia.city/depts/finance/housing_n_cdbg_services/public_notices.asp).

Staff invites you to attend a community meeting and/or public hearing:

- Citizens Advisory Committee - September 7, 2021, at 5:30pm at 220 N. Santa Fe St., Visalia
- Public Hearing - September 19, 2021, at 7:00pm at 707 W. Acequia Ave., Visalia

If you are unable to attend, you may submit your comments in writing to Margie Perez, Housing Specialist at [margie.perez@visalia.city](mailto:margie.perez@visalia.city). The public hearing will also be virtual live viewing at <https://visalia.legistar.com/Calendar.aspx>.

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 services.

Published 9/1/22





## Attachment B-3: Public Notice Legal Ad English Certification

**Text of Ad:** **08/23/2022**

**CITY of Visalia  
Public Notice of the Draft 2021  
Consolidated Annual Performance  
Evaluation Report (CAPER)  
September 1, 2022 –  
September 19, 2022**

Notice is hereby given that the City of Visalia is seeking input on the Draft Program Year (PY) 2021 Consolidated Annual Performance and Evaluation Report (CAPER). The PY 2021 CAPER consists of an annual assessment of the Community Development Block Grant (CDBG), and HOME Investment Partnerships Grant (HOME) funds for PY 2021. The public comment period for the PY 2021 CAPER is **September 1, 2022 – September 19, 2022**. The draft 2021 CAPER is available for public review on the City's website at [www.visalia.city/depts/finance/housing\\_n\\_cdbg\\_services/public\\_notices.asp](http://www.visalia.city/depts/finance/housing_n_cdbg_services/public_notices.asp).

Staff invites you to attend a community meeting and/or public hearing:

- Citizens Advisory Committee - September 7, 2021, at 5:30pm at 220 N. Santa Fe St., Visalia
- Public Hearing - September 19, 2021, at 7:00pm at 707 W. Acequia Ave., Visalia

If you are unable to attend, you may submit your comments in writing to Margie Perez, Housing Specialist at [margie.perez@visalia.city](mailto:margie.perez@visalia.city). The public hearing will also be virtual live viewing at <https://visalia.legistar.com/Calendar.aspx>.

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 services.

Pub: Sept. 1, 2022  
#5387388



## Attachment B-4: Public Notice- Spanish

### CIUDAD DE VISALIA | 2021 Informe Anual Consolidado de Desempeño y Evaluación (CAPER)

### Aviso Público para Revisión y Comentario



**Revisión de los logros** La Ciudad de Visalia presentará su Informe Anual Consolidado de Desempeño y Evaluación (CAPER) para el Año del Programa 2021 (1 de julio de 2021 – 30 de junio de 2022) al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). El CAPER es un informe anual que describe el desempeño en el cumplimiento de su objetivo con el uso de Community Development Block Grant (CDBG) y Home Investment Partnerships Grant (HOME) recibidos de HUD. La ciudad utiliza estas subvenciones para proporcionar una vivienda decente, limpia, segura y asequible, crear un ambiente de vida adecuado y ampliar las oportunidades económicas, principalmente para personas de ingresos bajos y moderados. El Plan/Plan de Acción Consolidado de la Ciudad de Visalia, que identificó proyectos y programas, fue previamente revisado y adoptado por el Ayuntamiento para cumplir con estos objetivos.

Como resumen, los fondos de HOME se utilizaron para la adquisición/rehabilitación de viviendas asequibles de Self-Help de propiedades existentes de propiedad y alquiler a través de la Organización para el Desarrollo de Viviendas Comunitarias (CHDO) y la asistencia de alquiler basada en inquilinos. Los fondos del programa CDBG se utilizaron para servicios públicos, cumplimiento de códigos, administración de casos del programa de cupones y reparación de casas móviles para personas mayores. El borrador CAPER 2021 estará disponible en el sitio web de la ciudad en: [www.visalia.city/depts/finance/housing\\_n\\_cdbg\\_services/public\\_notices.asp](http://www.visalia.city/depts/finance/housing_n_cdbg_services/public_notices.asp).

**El 2021 Borrador CAPER el período de comentarios públicos es del 1 de septiembre al 19 de septiembre de 2022 y la próxima reunión de audiencia pública:**

Comité Asesor de Ciudadanos Edificio de la administración de la ciudad 202 N Santa Fe St., Visalia, CA 93291 07 de septiembre de 2021 5:30 pm	Audiencia Pública del Concejo Municipal City Hall Council Chambers 707 West Acequia, Visalia, CA 93291 19 de septiembre de 2021 7:00 pm
---	---

***La audiencia pública para el CAPER 2021 se llevara a cabo el 19 de septiembre de 2022.***

El personal le invita a asistir comentarios públicos o a la audiencia pública para el CAPER 2021. Si no puede asistir, puede enviar sus comentarios a Margie Pérez, Especialista en Vivienda de [margie.perez@visalia.city](mailto:margie.perez@visalia.city).

De conformidad con la Ley de Discapacidades de los Estados Unidos, si necesita asistencia especial para participar en las reuniones, llame al (559) 713-4512 48 horas antes de la reunión. Para personas con problemas de audición, llame al (559) 713-4900 (TTY) 48 horas antes de la hora de reunión programada para solicitar servicios.



## Attachment B-5: Public Notice Legal Ad - Spanish

**Ciudad de Visalia**  
**Aviso público del borrador 2021**  
**Informe Anual Consolidado de Evaluación del Desempeño (CAPER)**  
**1 de septiembre de 2022 – 19 de septiembre de 2022**

Por la presente se notifica que la ciudad de Visalia está solicitando comentarios sobre el Informe de Evaluación y Desempeño Anual Consolidado (CAPER) del año del Programa Preliminar (PY) 2021. El CAPER de PY 2021 consiste en una evaluación anual de los fondos de la Subvención en Bloque para el Desarrollo Comunitario (CDBG) y la Subvención de Asociaciones de Inversión HOME (HOME) para el PY 2021. El periodo de comentarios públicos para el CAPER de PY 2021 es **del 1 de septiembre de 2022 al 19 de septiembre de 2022**. El borrador del CAPER 2021 está disponible para revisión pública en el sitio web de la ciudad en [www.visalia.city/depts/finance/housing\\_n\\_cdbg\\_services/public\\_notices.asp](http://www.visalia.city/depts/finance/housing_n_cdbg_services/public_notices.asp). El personal lo invita a asistir a la reunión comunitaria y/o audiencia pública:

- Comité Asesor de Ciudadanos - 7 de septiembre de 2022, a las 5:30pm en 220 N. Santa Fe St., Visalia
- Audiencia pública - 19 de septiembre de 2022, a las 7:00pm en 707 W. Acequia Ave., Visalia

Si no puede asistir, puede enviar sus comentarios por escrito a Margie Perez, Especialista en Vivienda a [margie.perez@visalia.city](mailto:margie.perez@visalia.city). La audiencia pública también estará disponible para visualización virtual en vivo en <https://visalia.legistar.com/Calendar.aspx>.

De conformidad con la Ley de Discapacidades de los Estados Unidos, si necesita asistencia especial para participar en las reuniones, llame al (559) 713-4512 48 horas antes de la reunión. Para personas con problemas de audición, llame al (559) 713-4900 (TTY) 48 horas antes de la hora de reunión programada para solicitar servicios.

Publicado el 1/9/22



## Attachment B-6: Public Notice Legal Ad Spanish Certification

**Text of Ad:** 08/23/2022

**CIUDAD de Visalia  
Aviso público del borrador 2021  
Informe Anual Consolidado de  
Evaluación del Desempeño  
(CAPER)  
1 de septiembre de 2022 – 19 de  
septiembre de 2022**

Por la presente se notifica que la ciudad de Visalia está solicitando comentarios sobre el Informe de Evaluación y Desempeño Anual Consolidado (CAPER) del año del Programa Preliminar (PY) 2021. El CAPER de PY 2021 consiste en una evaluación anual de los fondos de la Subvención en Bloque para el Desarrollo Comunitario (CDBG) y la Subvención de Asociaciones de Inversión HOME (HOME) para el PY 2021. El periodo de comentarios públicos para el CAPER de PY 2021 es del **1 de septiembre de 2022 al 19 de septiembre de 2022**. El borrador del CAPER 2021 está disponible para revisión pública en el sitio web de la ciudad en [www.visalia.city/depts/finance/housing\\_n\\_cdbg\\_services/public\\_notices.asp](http://www.visalia.city/depts/finance/housing_n_cdbg_services/public_notices.asp). El personal lo invita a asistir a la reunión comunitaria y/o audiencia pública:

- Comité Asesor de Ciudadanos - 7 de septiembre de 2022, a las 5:30pm en 220 N. Santa Fe St., Visalia
- Audiencia pública - 19 de septiembre de 2022, a las 7:00pm en 707 W. Acequia Ave., Visalia

Si no puede asistir, puede enviar sus comentarios por escrito a Margie Perez, Especialista en Vivienda a [margie.perez@visalia.city](mailto:margie.perez@visalia.city). La audiencia pública también estará disponible para visualización virtual en vivo en <https://visalia.legistar.com/Calendar.aspx>.

De conformidad con la Ley de Discapacidades de los Estados Unidos, si necesita asistencia especial para participar en las reuniones, llame al (559) 713-4512 48 horas antes de la reunión. Para personas con problemas de audición, llame al (559) 713-4900 (TTY) 48 horas antes de la hora de reunión programada para solicitar servicios.

Pub: Sept. 1, 2022  
#5387428



## Attachment B-7: City Website – CDBG Public Notice Page

visalia.city/depts/finance/housing\_n\_cdbg\_services/public\_notices.asp

- Housing & CDBG Services Home
- Affordable Housing
- Community Development Block Grant
- Publications & Reports
- Fair Housing Protection
- Recent Developments
- Public Notices
- Resources
- Contract Opportunities

**Your City Council**

**Visalia Works**

**Save Our Water**

### Public Notices

#### CITY OF VISALIA | 2021 Consolidated Annual Performance and Evaluation Report (CAPER)

#### Public Notice for Review and Comment

**Review of accomplishments** The City of Visalia will submit its Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2021 (July 1, 2021 – June 30, 2022) to the United States Department of Housing and Urban Development (HUD), no later than September 30, 2022. The CAPER is an annual report that describes the performance in meeting its goal with the use of Community Development Block Grant (CDBG) and Home Investment Partnerships Grant (HOME) received from HUD. The City uses these grants to provide decent, clean, safe, and affordable housing, create a suitable living environment, and expand economic opportunities, principally for persons of low and moderate income. The City of Visalia's Consolidated Plan/Action Plan, which identified projects and programs were previously reviewed and adopted by the City Council to meet these objectives.

As an overview, HOME funds were used toward the Self-Help affordable housing acquisition/rehab of existing ownership and rental properties through the City's certified Community Housing Development Organization (CHDO), and tenant-based rental assistance. The CDBG program funds were used toward public services, code enforcement, rental/mortgage assistance, utilities assistance, voucher program- case management, and street outreach programs. The draft Program Year 2021 CAPER is available [HERE: PY 2021 DRAFT VISALIA CAPER](#).

**The 2021 Draft CAPER public comment period is from September 1, 2022 - September 19, 2022, and upcoming community and City Council meetings:**

<b>Citizens Advisory Committee</b> City Admin Building 220 N. Santa Fe St., Visalia, CA 93291 September 07, 2022, at 5:30pm	<b>City Council Public Hearing Meeting</b> City Hall Council Chambers 707 W. Acequia Ave., Visalia, CA 93291 September 19, 2022, at 7:00pm
--	---

**The Public Hearing for the 2021 CAPER will be held on September 19, 2022.**

Staff invites you to attend a community meeting and/or public hearing for the 2021 CAPER. If you are unable to attend, you may submit your comments in writing to Margie Perez, Housing Specialist at [margie.perez@visalia.city](mailto:margie.perez@visalia.city).

*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 services.*

[2021 CAPER Notice - English](#)   [2021 CAPER Notice - Spanish](#)



## Attachment B-8: Continuum of Care Listserv Post

ESG NOFA Released; City of Visalia CAPER



Kings/Tulare Homeless Alliance <info@kthomelessalliance.org>  
To: Marge Perez

You forwarded this message on 09/03/2021 2:36 PM.  
If there are problems with how this message is displayed, click here to view it in a web browser.  
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Reply Reply All Forward ...  
Fri 09/03/2021 1:14 PM

### City of Visalia CAPER

The City of Visalia is in an open comment period for their draft of the 2020 CAPER (Consolidated Annual Performance Evaluation Report) from September 1, 2021 - September 20, 2021. The report must be submitted to The Department of Housing and Urban Development by September 30, 2021.

For more information, click the link below.

[City of Visalia CAPER - English](#)  
[City of Visalia CAPER - Spanish](#)

Share Tweet Forward

Copyright © 2021 Kings/Tulare Homeless Alliance. All rights reserved.  
You are receiving this email because you have expressed an interest in homeless issues in Kings and Tulare Counties.





## **Attachment B-9: Citizen Participation Summary**

To be inserted.

DRAFT



## **Attachment C: Continuum of Care Reports**

- Attachment C-1: Point in Time Survey Report
- Attachment C-2: Point in Time Survey Results

DRAFT



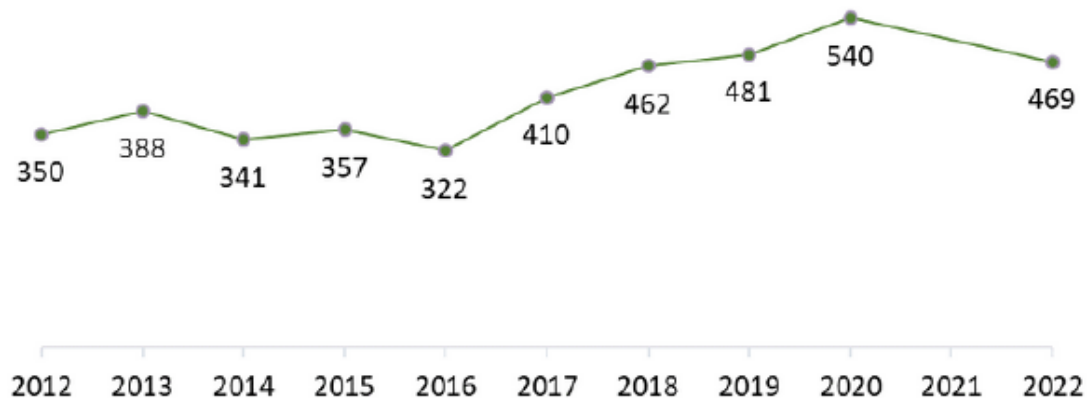
## Attachment C-1: Point in Time Survey Report

# VISALIA, CALIFORNIA

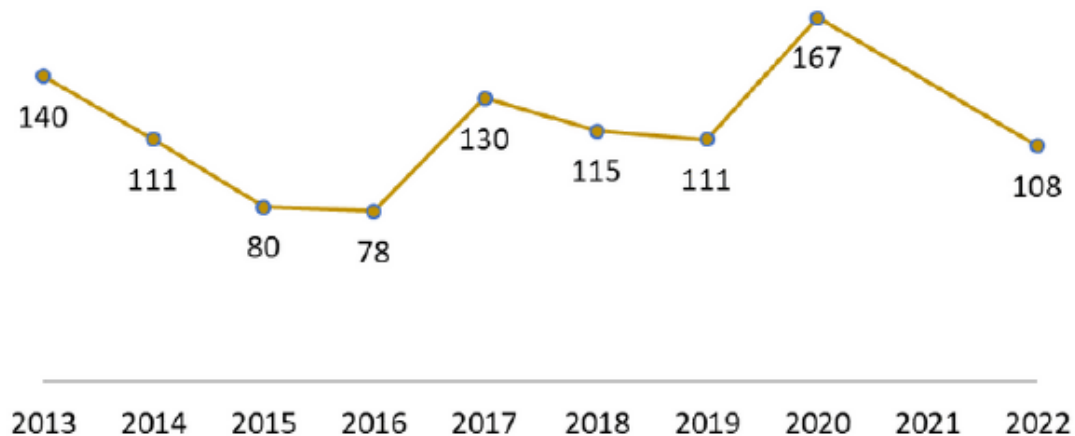
**469 people experiencing homelessness**

108 people are chronically homeless

### 2012-2022 PIT Count Trend



### 2013-2022 Chronically Homeless Trend





# VISALIA, CALIFORNIA



**1.5%**

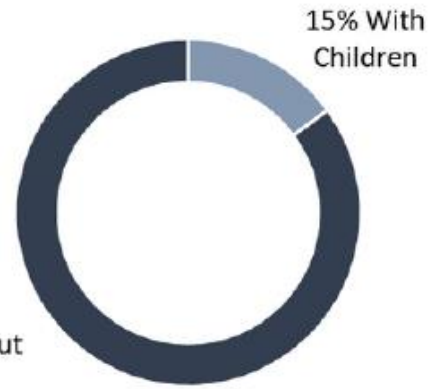
Increase since 2018



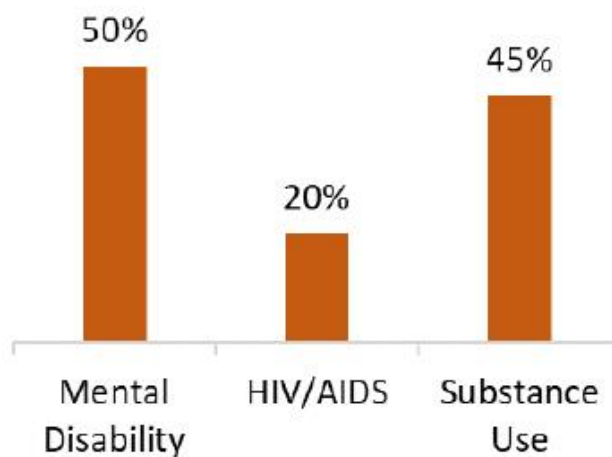
**34%**

Increase since 2012

## Household Composition



## Barriers to Housing





# VISALIA, CALIFORNIA



285

People slept in an unsheltered location



116

People slept in an emergency shelter



68

People slept in transitional housing



33

People are veterans



170

People have a disability

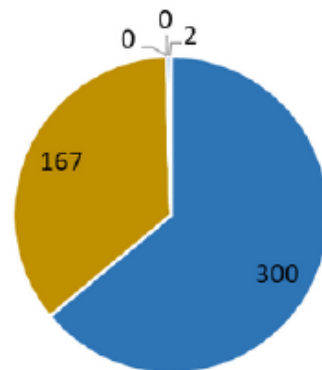


28

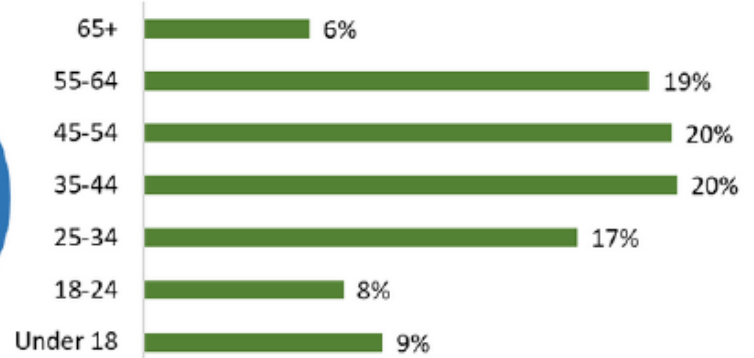
Unaccompanied youth

## Gender

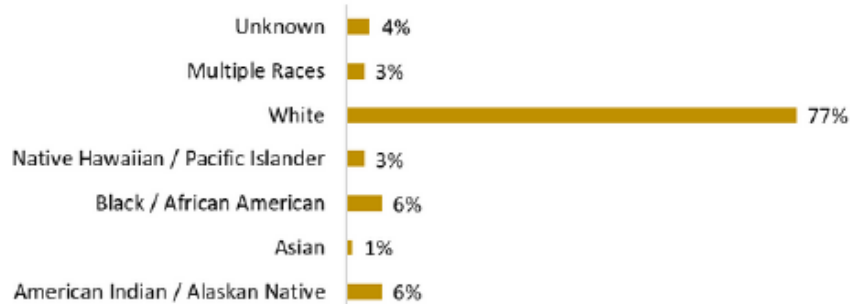
- Male
- Female
- Transgender
- Gender Non-Conforming
- Unknown



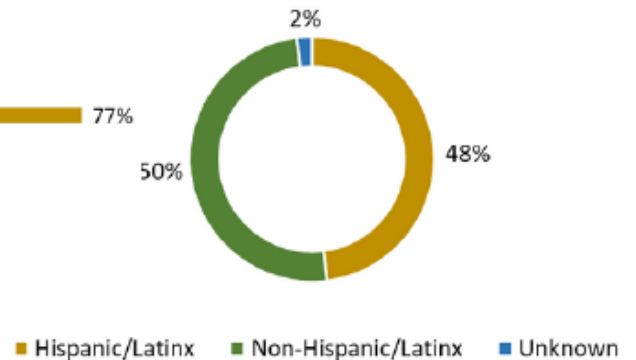
## Age



## Race



## Ethnicity





## Attachment C-2: Point in Time Survey Results

### City of Visalia Survey Results

#### 2022 Tulare County: Visalia

	Clients	% of Clients
Total Count	Adults 426	91%
	Children 43	9%
	Unknown 0	0%
	Grand Total 469	
	Households	Clients
Household Composition	Without Children 383	399
	With Children and Adults 20	70
	With Only Children 0	0
	Households	Clients
Unaccompanied/ Parenting Youth (up to age 24)	Unaccompanied youth 26	28
	Parenting youth 2	2
	Child of youth parent 4	4
	Households	Clients
Chronically Homeless	No 296	335
	Yes 103	108
	Unknown 4	6
	Clients	% of Clients
Gender	Male 300	64%
	Female 167	36%
	Transgender 0	0%
	Gender Non-Conforming 0	0%
	Unknown 2	0%
	Clients	% of Clients
Age Group	0-17 43	9%
	18-24 36	8%
	25-34 78	17%
	35-44 96	20%
	45-54 95	20%
	55-64 91	19%
	65-69 16	3%
	70+ 14	3%
	Unknown 0	0%
	Clients	% of Clients
Ethnicity	Non-Hispanic/Latino 234	50%
	Hispanic/Latino 224	48%
	Unknown 11	2%
	Clients	% of Clients
Race	American Indian/ Alaskan Native 29	6%
	Asian 4	1%
	Black/African American 29	6%
	Native Hawaiian/ Other Pacific Islander 12	3%
	White 363	77%
	Multiple Races 14	3%
	Unknown 18	4%
	Clients	% of Clients
Currently Fleeing Domestic Violence (adults only)	No 196	46%
	Yes 33	8%
	Unknown 197	46%

	Clients	% of Clients
Place Slept Last Night	Emergency Shelter 116	25%
	Transitional Housing 68	14%
	Street 285	61%
	Clients	% of Clients
Location (County)	Within Kings County 469	100%
	Within Tulare County	
	Clients	% of Clients
Veteran (adults only)	Yes 33	8%
	No 384	90%
	Unknown 9	2%
	Clients	% of Clients
Disabling Condition	No 293	62%
	Yes 170	36%
	Unknown 6	1%
	Clients	% of Clients
Barriers	HIV/AIDS 42	9%
	Mental Illness 106	23%
	Substance Abuse 95	20%
	Clients	% of Clients
Reason for Homeless (street only)	Unemployment 21	7%
	Other 32	11%
	Argument 25	9%
	Drugs or alcohol 28	10%
	No Affordable Housing 30	11%
	Eviction 11	4%
	Mental Health 20	7%
	Divorce 14	5%
	Medical Condition 5	2%
	Domestic Violence 6	2%
	Jail or prison 14	5%
	Refused 23	8%
	No Pets Allowed 0	0%
	Hospital Discharge 0	0%
	Foreclosure 1	0%
	Substandard Housing 0	0%
	Lost Benefits 1	0%
	Clients	% of Clients
Benefits (street only)	SNAP 118	41%
	SSI 21	7%
	SSDI 14	5%
	GA 4	1%
	Earned Income 3	1%
	TANF 8	3%
	Social Security 4	1%
	Pension 1	0%
	Child Support 0	0%
	VA Disability Service 0	0%
	Medi-Cal 87	31%
	Unemployment 0	0%
	Workers Compensation 0	0%
	Other 2	1%
	Alimony 1	0%
	None 73	26%
	Refused 7	2%





## Tulare County Survey Results

### 2022 Tulare County: Sheltered and Unsheltered

	Clients		% of Clients	
Total Count	Adults	861	93%	
	Children	61	7%	
	Unknown	0	0%	
	Grand Total	922		
Household Composition	Households		Clients	
	Without Children	783	81%	
	With Children and Adults	30	10%	
Unaccompanied/ Parenting Youth (up to age 24)	Households		Clients	
	Unaccompanied youth	43	46%	
	Parenting youth	3	3%	
Chronically Homeless	Households		Clients	
	No	351	64%	
	Yes	248	23%	
Gender	Clients		% of Clients	
	Male	588	64%	
	Female	331	36%	
	Transgender	0	0%	
Age Group	Clients		% of Clients	
	0-17	61	7%	
	18-24	39	6%	
	25-34	135	15%	
	35-44	225	24%	
	45-54	217	24%	
	55-64	168	18%	
	65-69	36	4%	
Ethnicity	Clients		% of Clients	
	Non-Hispanic/Latino	465	50%	
	Hispanic/Latino	437	47%	
Race	Clients		% of Clients	
	American Indian/ Alaskan Native	54	6%	
	Asian	10	1%	
	Black/African American	63	7%	
	Native Hawaiian/ Other Pacific Islander	21	2%	
	White	693	75%	
Currently Fleeing Domestic Violence (adults only)	Clients		% of Clients	
	No	491	57%	
	Yes	68	8%	
	Clients		% of Clients	
	Unknown	302	33%	

	Clients		% of Clients	
Place Slept Last Night	Emergency Shelter	154	20%	
	Transitional Housing	106	11%	
	Street	662	69%	
Location (County)	Clients		% of Clients	
	Within Kings County			
	Within Tulare County	922	100%	
Veteran (adults only)	Clients		% of Clients	
	Yes	48	6%	
Disabling Condition	Clients		% of Clients	
	No	522	57%	
Barriers	Clients		% of Clients	
	HIV/AIDS	89	10%	
Reason for Homeless (street only)	Clients		% of Clients	
	Unemployment	75	12%	
	Other	74	12%	
	Argument	69	11%	
	Drugs or alcohol	60	9%	
	No Affordable Housing	74	12%	
	Eviction	39	6%	
	Mental Health	32	5%	
	Divorce	31	5%	
	Medical Condition	16	3%	
	Domestic Violence	21	3%	
	Jail or prison	32	5%	
	Refused	39	6%	
Benefits (street only)	Clients		% of Clients	
	No Pets Allowed	1	0%	
	Hospital Discharge	1	0%	
	Foreclosure	3	0%	
	Substandard Housing	0	0%	
	Lost Benefits	3	0%	
	SNAP	311	48%	
	SSI	56	9%	
	SSDI	30	5%	
	GA	8	1%	
	Earned Income	13	2%	
	TANF	9	1%	
	Social Security	6	1%	
	Pension	2	0%	
	Child Support	1	0%	
	VA Disability Service	3	0%	
	Medi-Cal	251	40%	
	Unemployment	4	1%	
	Workers Compensation	2	0%	
	Other	11	2%	
	Alimony	1	0%	
	None	157	25%	
	Refused	15	2%	



## 2022 Tulare County: Sheltered

	Clients	% of Clients
Total Count	234	93%
	Children	56
	Unknown	0
	Grand Total	290
	Households	Clients
Household Composition	Without Children	182
	With Children and Adults	28
	With Only Children	0
	Households	Clients
Unaccompanied/ Parenting Youth (up to age 24)	Unaccompanied youth	25
	Parenting youth	3
	Child of youth parent	6
	Households	Clients
Chronically Homeless	No	157
	Yes	50
	Unknown	3
	Clients	% of Clients
Gender	Male	151
	Female	138
	Transgender	0
	Gender Non-Conforming	0
	Unknown	1
	Clients	% of Clients
Age Group	0-17	56
	18-24	38
	25-34	33
	35-44	37
	45-54	62
	55-64	45
	65-69	7
	70+	12
	Unknown	0
	Clients	% of Clients
Ethnicity	Non-Hispanic/Latino	141
	Hispanic/Latino	145
	Unknown	4
	Clients	% of Clients
Race	American Indian/ Alaskan Native	20
	Asian	2
	Black/African American	31
	Native Hawaiian/ Other Pacific Islander	11
	White	217
	Multiple Races	5
	Unknown	4
	Clients	% of Clients
Currently Fleeing Domestic Violence (adults only)	No	8
	Yes	16
	Unknown	210

	Clients	% of Clients
Place Slept Last Night	Emergency Shelter	184
	Transitional Housing	106
	Street	
	Clients	% of Clients
Location (County)	Within Kings County	
	Within Tulare County	290
		100%
	Clients	% of Clients
Veteran (adults only)	Yes	19
	No	214
	Unknown	1
	Clients	% of Clients
Disabling Condition	No	193
	Yes	93
	Unknown	4
	Clients	% of Clients
Barriers	HIV/AIDS	2
	Mental Illness	60
	Substance Abuse	33
	Clients	% of Clients
Reason for Homeless (street only)	Unemployment	
	Other	
	Argument	
	Drugs or alcohol	
	No Affordable Housing	
	Eviction	
	Mental Health	
	Divorce	
	Medical Condition	
	Domestic Violence	
	Jail or prison	
	Refused	
	No Pets Allowed	
	Hospital Discharge	
	Foreclosure	
	Substandard Housing	
	Lost Benefits	
	Clients	% of Clients
Benefits (street only)	SNAP	
	SSI	
	SSDI	
	GA	
	Earned Income	
	TANF	
	Social Security	
	Pension	
	Child Support	
	VA Disability Service	
	Medi-Cal	
	Unemployment	
	Workers Compensation	
	Other	
	Alimony	
	None	
	Refused	



## 2022 Tulare County: Unsheltered

	Clients	% of Clients
Total Count	Adults 627	93%
	Children 5	7%
	Unknown 0	0%
	Grand Total 632	
	Households	Clients
Household Composition	Without Children 601	625
	With Children and Adults 2	7
	With Only Children 0	0
	Households	Clients
Unaccompanied/ Parenting Youth (up to age 24)	Unaccompanied youth 18	20
	Parenting youth 0	0
	Child of youth parent 0	0
	Households	Clients
Chronically Homeless	No 384	416
	Yes 196	203
	Unknown 11	13
	Clients	% of Clients
Gender	Male 437	69%
	Female 183	31%
	Transgender 0	0%
	Gender Non-Conforming 0	0%
	Unknown 2	0%
	Clients	% of Clients
Age Group	0-17 5	1%
	18-24 21	3%
	25-34 102	16%
	35-44 188	30%
	45-54 155	25%
	55-64 123	19%
	65-69 29	5%
	70+ 9	1%
	Unknown 0	0%
	Clients	% of Clients
Ethnicity	Non-Hispanic/Latino 324	51%
	Hispanic/Latino 292	46%
	Unknown 16	3%
	Clients	% of Clients
Race	American Indian/ Alaskan Native 34	5%
	Asian 8	1%
	Black/African American 32	5%
	Native Hawaiian/ Other Pacific Islander 10	2%
	White 476	75%
	Multiple Races 26	4%
	Unknown 46	7%
	Clients	% of Clients
Currently Fleeing Domestic Violence (adults only)	No 483	77%
	Yes 52	8%
	Unknown 92	15%

	Clients	% of Clients
Place Slept Last Night	Emergency Shelter	
	Transitional Housing	
	Street 632	100%
	Clients	% of Clients
Location (County)	Within Kings County	
	Within Tulare County 632	100%
	Clients	% of Clients
Veteran (adults only)	Yes 29	5%
	No 584	92%
	Unknown 14	2%
	Clients	% of Clients
Disabling Condition	No 329	52%
	Yes 290	46%
	Unknown 13	2%
	Clients	% of Clients
Barriers	HIV/AIDS 87	14%
	Mental Illness 159	25%
	Substance Abuse 168	27%
	Clients	% of Clients
Reason for Homeless (street only)	Unemployment 75	12%
	Other 74	12%
	Argument 69	11%
	Drugs or alcohol 60	9%
	No Affordable Housing 74	12%
	Eviction 39	6%
	Mental Health 32	5%
	Divorce 31	5%
	Medical Condition 16	3%
	Domestic Violence 21	3%
	Jail or prison 32	5%
	Refused 39	6%
	No Pets Allowed 1	0%
	Hospital Discharge 1	0%
	Foreclosure 3	0%
	Substandard Housing 0	0%
	Lost Benefits 3	0%
	Clients	% of Clients
Benefits (street only)	SNAP 311	49%
	SSI 56	9%
	SSDI 30	5%
	GA 8	1%
	Earned Income 13	2%
	TANF 9	1%
	Social Security 6	1%
	Pension 2	0%
	Child Support 1	0%
	VA Disability Service 3	0%
	Medi-Cal 251	40%
	Unemployment 4	1%
	Workers Compensation 2	0%
	Other 11	2%
	Alimony 1	0%
	None 157	25%
	Refused 15	2%




## **Attachment D: IDIS Reports**

- Attachment D-1: PR-26 CDBG Financial Summary Report
- Attachment D-2: PR-09 CDBG Program Income Detail Report
- Attachment D-3: PR-26 CDBG Activity Summary Report
- Attachment D-4: PR-02 CDBG Project Activities Report
- Attachment D-5: PR-23 CDBG Accomplishments
- Attachment D-6: PR-23 HOME Accomplishments

DRAFT



## Attachment D-1: PR-26 CDBG Financial Summary Report

	Office of Community Planning and Development	DATE:
	U.S. Department of Housing and Urban Development	TIME:
	Integrated Disbursement and Information System	PAGE:
	PR26 - CDBG Financial Summary Report Program Year 2021 VISALIA , CA	

### PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	1,288,951.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	99,914.29
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	21,700.97
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,410,566.26

### PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	427,646.36
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	427,646.36
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	105,618.94
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	533,265.30
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	877,300.96

### PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	427,646.36
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	427,646.36
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

### LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

### PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	137,609.23
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	137,609.23
32 ENTITLEMENT GRANT	1,288,951.00
33 PRIOR YEAR PROGRAM INCOME	89,603.31
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,378,554.31
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	9.98%

### PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	105,618.94
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	105,618.94
42 ENTITLEMENT GRANT	1,288,951.00
43 CURRENT YEAR PROGRAM INCOME	99,914.29
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,388,865.29
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	7.60%



Office of Community Planning and Development  
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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17  
Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18  
Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19


Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	10	912	6581105	2021 Continuum of Care	03T	LMC	\$2,582.46
2021	10	912	6589033	2021 Continuum of Care	03T	LMC	\$2,899.05
2021	10	912	6614806	2021 Continuum of Care	03T	LMC	\$5,246.86
2021	10	912	6650265	2021 Continuum of Care	03T	LMC	\$4,209.49
2021	10	912	6660756	2021 Continuum of Care	03T	LMC	\$1,667.65
2021	10	912	6666994	2021 Continuum of Care	03T	LMC	\$1,469.96
2021	10	913	6564775	2021 FS Voucher Case Management	03T	LMC	\$8,749.03
2021	10	913	6581105	2021 FS Voucher Case Management	03T	LMC	\$2,510.19
2021	10	913	6600997	2021 FS Voucher Case Management	03T	LMC	\$5,361.26
2021	10	913	6614806	2021 FS Voucher Case Management	03T	LMC	\$6,598.61
2021	10	913	6625315	2021 FS Voucher Case Management	03T	LMC	\$3,678.57
2021	10	913	6650265	2021 FS Voucher Case Management	03T	LMC	\$7,863.91
2021	10	913	6660756	2021 FS Voucher Case Management	03T	LMC	\$9,772.19
2021	11	914	6564775	2021 Kings View PATH	03T	LMC	\$3,391.78
2021	11	914	6581105	2021 Kings View PATH	03T	LMC	\$6,580.11
2021	11	914	6589033	2021 Kings View PATH	03T	LMC	\$10,076.31
2021	11	914	6600997	2021 Kings View PATH	03T	LMC	\$3,962.78
2021	11	914	6614806	2021 Kings View PATH	03T	LMC	\$711.01
2021	11	914	6660756	2021 Kings View PATH	03T	LMC	\$278.01
							<b>\$87,609.23</b>
2021	15	927	6625315	2021 ADA Audible Pedestrian Crosswalk Signals	03Z	LMA	\$4,931.89
2021	15	927	6650265	2021 ADA Audible Pedestrian Crosswalk Signals	03Z	LMA	\$1,640.83
2021	15	927	6660756	2021 ADA Audible Pedestrian Crosswalk Signals	03Z	LMA	\$1,881.29
2021	15	927	6666994	2021 ADA Audible Pedestrian Crosswalk Signals	03Z	LMA	\$977.53
							<b>\$9,431.54</b>
2021	11	915	6564775	2021 United Way of Tulare County	05Q	LMC	\$39,468.16
2021	11	915	6581105	2021 United Way of Tulare County	05Q	LMC	\$10,531.84
							<b>\$50,000.00</b>
2021	12	916	6564775	2021 Habitat for Humanity - Minor Home Repair	14A	LMH	\$438.73
2021	12	916	6581105	2021 Habitat for Humanity - Minor Home Repair	14A	LMH	\$1,441.48
2021	12	916	6589033	2021 Habitat for Humanity - Minor Home Repair	14A	LMH	\$583.33
2021	12	916	6600997	2021 Habitat for Humanity - Minor Home Repair	14A	LMH	\$901.81
2021	12	916	6614806	2021 Habitat for Humanity - Minor Home Repair	14A	LMH	\$1,275.20
2021	12	916	6625315	2021 Habitat for Humanity - Minor Home Repair	14A	LMH	\$7,594.47
2021	12	916	6650265	2021 Habitat for Humanity - Minor Home Repair	14A	LMH	\$6,535.39
2021	12	916	6660756	2021 Habitat for Humanity - Minor Home Repair	14A	LMH	\$10,541.28
2021	13	917	6625315	2021 Senior Mobile Repair Program	14A	LMH	\$14,661.00
2021	13	917	6650265	2021 Senior Mobile Repair Program	14A	LMH	\$58,144.00
							<b>\$102,116.69</b>
2021	14	918	6564775	2021 Code Enforcement	15	LMA	\$38,908.83
2021	14	918	6581105	2021 Code Enforcement	15	LMA	\$18,314.10
2021	14	918	6589033	2021 Code Enforcement	15	LMA	\$322.64
2021	14	918	6600997	2021 Code Enforcement	15	LMA	\$9,428.05
2021	14	918	6614806	2021 Code Enforcement	15	LMA	\$40,683.71
2021	14	918	6618737	2021 Code Enforcement	15	LMA	\$8,436.18
2021	14	918	6625315	2021 Code Enforcement	15	LMA	\$23,680.18
2021	14	918	6627753	2021 Code Enforcement	15	LMA	\$4,183.06
2021	14	918	6650265	2021 Code Enforcement	15	LMA	\$17,177.05
2021	14	918	6660756	2021 Code Enforcement	15	LMA	\$15,213.57
2021	14	918	6666994	2021 Code Enforcement	15	LMA	\$2,141.53
							<b>\$178,488.90</b>
<b>Total</b>							<b>\$427,646.36</b>

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	10	912	6581105	No	2021 Continuum of Care	B20MC060036	EN	03T	LMC	\$2,582.46





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	Program Year 2021			
VISALIA , CA				

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	10	912	6589033	No	2021 Continuum of Care	B20MC060035	EN	03T	LMC	\$2,899.05
2021	10	912	6614806	No	2021 Continuum of Care	B20MC060035	EN	03T	LMC	\$5,246.86
2021	10	912	6650265	No	2021 Continuum of Care	B20MC060035	EN	03T	LMC	\$4,209.49
2021	10	912	6660756	No	2021 Continuum of Care	B20MC060035	EN	03T	LMC	\$1,667.65
2021	10	912	6666994	No	2021 Continuum of Care	B20MC060035	EN	03T	LMC	\$1,469.96
2021	10	913	6564775	No	2021 FS Voucher Case Management	B20MC060035	EN	03T	LMC	\$8,749.03
2021	10	913	6581105	No	2021 FS Voucher Case Management	B20MC060035	EN	03T	LMC	\$2,510.19
2021	10	913	6600997	No	2021 FS Voucher Case Management	B20MC060035	EN	03T	LMC	\$5,361.26
2021	10	913	6614806	No	2021 FS Voucher Case Management	B20MC060035	EN	03T	LMC	\$6,598.61
2021	10	913	6625315	No	2021 FS Voucher Case Management	B20MC060035	EN	03T	LMC	\$3,678.57
2021	10	913	6650265	No	2021 FS Voucher Case Management	B20MC060035	EN	03T	LMC	\$7,863.91
2021	10	913	6660756	No	2021 FS Voucher Case Management	B20MC060035	EN	03T	LMC	\$9,772.19
2021	11	914	6564775	No	2021 Kings View PATH	B20MC060035	EN	03T	LMC	\$3,391.78
2021	11	914	6581105	No	2021 Kings View PATH	B20MC060035	EN	03T	LMC	\$3,546.79
2021	11	914	6581105	No	2021 Kings View PATH	B21MC060035	PI	03T	LMC	\$3,033.32
2021	11	914	6589033	No	2021 Kings View PATH	B20MC060035	EN	03T	LMC	\$10,076.31
2021	11	914	6600997	No	2021 Kings View PATH	B20MC060035	EN	03T	LMC	\$3,962.78
2021	11	914	6614806	No	2021 Kings View PATH	B20MC060035	EN	03T	LMC	\$711.01
2021	11	914	6660756	No	2021 Kings View PATH	B20MC060035	EN	03T	LMC	\$278.01
									<b>03T</b>	<b>Matrix Code</b>
2021	11	915	6564775	No	2021 United Way of Tulare County	B20MC060035	EN	05Q	LMC	\$39,468.16
2021	11	915	6581105	No	2021 United Way of Tulare County	B20MC060035	EN	05Q	LMC	\$10,531.84
									<b>05Q</b>	<b>Matrix Code</b>
										<b>\$50,000.00</b>
										<b>\$137,609.23</b>
										<b>\$137,609.23</b>
										<b>\$137,609.23</b>

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37							
Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	5	899	6575860	2020 CDBG Admin	20		(\$21,700.97)
2020	5	899	6577086	2020 CDBG Admin	20		\$21,700.97
					20	Matrix Code	\$0.00
2021	9	911	6564775	2021 CDBG Admin	21A		\$11,771.52
2021	9	911	6581105	2021 CDBG Admin	21A		\$6,432.43
2021	9	911	6589033	2021 CDBG Admin	21A		\$2,115.35
2021	9	911	6600997	2021 CDBG Admin	21A		\$7,323.12
2021	9	911	6614806	2021 CDBG Admin	21A		\$29,008.25
2021	9	911	6618737	2021 CDBG Admin	21A		\$10,630.51
2021	9	911	6625315	2021 CDBG Admin	21A		\$9,173.73
2021	9	911	6627753	2021 CDBG Admin	21A		\$842.35
2021	9	911	6650265	2021 CDBG Admin	21A		\$28,321.68
					21A	Matrix Code	\$105,618.94
Total							\$105,618.94



## Attachment D-2: PR-09 CDBG Program Income Detail Report

IDIS - PR09	U.S. Department of Housing and Urban Development Office of Community Planning and Development Integrated Disbursement and Information System Program Income Details by Fiscal Year and Program VISALIA,CA	Date: 09-02-22 Time: 13:42 Page: 1
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Report for Program:CDBG

\*Data Only Provided for Time Period Queried:10-01-2021 to 09-02-2022

Program Year	Program	Associated Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Receipted/Drawn Amount
2021	CDBG	B21MC060035	PI	0.00								
					RECEIPTS							
						5361329001	11-10-21		12	599	14A	3,001.74
						5364866001	12-28-21		12	599	14A	9,465.75
						5366679001	01-24-22		12	599	14A	998.60
						5366688001	01-24-22		14	918	15	3,743.69
						5369069001	02-23-22		12	599	14A	1,524.00
						5369070001	02-23-22		14	918	15	206.50
						5371543001	03-30-22		12	599	14A	10,769.41
						5371545001	03-30-22		14	918	15	1,775.22
						5378413001	06-24-22		14	918	15	4,736.04
						5380670001	07-22-22		14	918	15	3,536.50
						5383269001	08-23-22		12	599	14A	60,156.84
					DRAWS							
						6564775001	11-12-21	PY	9	911	21A	3,001.74
						6581105001	12-30-21	PY	9	911	21A	6,432.43
						6581105004	12-30-21	PY	11	914	03T	3,033.32
						6589033001	01-25-22	PY	9	911	21A	998.60
						6589033006	01-25-22	PY	14	918	15	322.64
						6600997001	02-23-22	PY	9	911	21A	1,524.00
						6600997006	02-23-22	PY	14	918	15	3,627.55
						6614806001	03-30-22	PY	9	911	21A	10,769.41
						6614806007	03-30-22	PY	14	918	15	1,775.22
						6650265006	06-24-22	PY	14	918	15	4,736.04
						6660756005	07-22-22	PY	14	918	15	3,536.50
											PI Receipts	99,914.29
											PI Draws	39,757.45
											PI Balance	60,156.84
2021	CDBG											
											Total CDBG Receipts*:	99,914.29
											Total CDBG Draws against Receipts*:	39,757.45
											Total CDBG Receipt Fund Balance*:	60,156.84



## Attachment D-3: PR-26 CDBG Activity Summary Report

### PR26 - Activity Summary by Selected Grant

Date Generated: 09/09/2021

Grantee: VISALIA

Grant Year: 2020

Formula and Competitive Grants only, CARES Act Grants only

Total Grant Amount for 2020 Grant year = \$1,507,850.00									
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	Activity	Activity to prevent, prepare for, and respond to Coercive	Activity Status
CA	VISALIA	2020	B20MCO60135	Administrative And Planning	20		B99	No	Open
Total Administrative And Planning									
CA	VISALIA	2020	B20MCO60135	Public Services	552	LMC	B06	Yes	Completed
CA	VISALIA	2020	B20MCO60135	Public Services	550	MA	B07	Yes	Completed
CARES Related Public Services									
Total 2020									
Grand Total									
				Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
				\$0.00	\$0.00	0.00%	\$217,030.64	\$210,744.35	\$210,744.35
				\$1,082,299.00	\$1,082,299.00		\$1,082,299.00	\$1,082,299.00	\$1,082,299.00
				\$415,551.20	\$415,551.20		\$415,551.20	\$415,551.20	\$415,551.20
				\$1,507,850.00	\$1,507,850.00	100.00%	\$1,507,850.00	\$1,507,850.00	\$1,507,850.00
				\$1,507,850.00	\$1,507,850.00	100.00%	\$1,724,880.84	\$1,718,594.35	\$1,718,594.35
				\$1,507,850.00	\$1,507,850.00	53.60%	\$1,724,880.84	\$1,718,594.35	\$1,718,594.35



## Attachment D-4: PR-02 CDBG Project Activities Report

IDIS - PR02

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
List of Activities By Program Year And Project  
VISALIA,CA

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REPORT FOR CPD PROGRAM: CDBG  
PGM YR: 2021

Formula and Competitive Grants only

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2021	9	2021 CDBG Administration	911	2021 CDBG Admin	Open	CDBG	\$222,726.18	\$105,618.94	\$117,107.24
		<b>Project Total</b>					<b>\$222,726.18</b>	<b>\$105,618.94</b>	<b>\$117,107.24</b>
	10	2021 Address Homeless Needs - Public Services	912	2021 Continuum of Care	Completed	CDBG	\$18,075.47	\$18,075.47	\$0.00
			913	2021 FS Voucher Case Management	Completed	CDBG	\$44,533.76	\$44,533.76	\$0.00
		<b>Project Total</b>					<b>\$62,609.23</b>	<b>\$62,609.23</b>	<b>\$0.00</b>
	11	2021 Address Community/Special Needs Services	914	2021 Kings View PATH	Completed	CDBG	\$25,000.00	\$25,000.00	\$0.00
			915	2021 United Way of Tulare County	Completed	CDBG	\$50,000.00	\$50,000.00	\$0.00
		<b>Project Total</b>					<b>\$75,000.00</b>	<b>\$75,000.00</b>	<b>\$0.00</b>
	12	2021 Emergency Repair and Accessible Program (ERAP)	916	2021 Habitat for Humanity - Minor Home Repair	Completed	CDBG	\$29,311.69	\$29,311.69	\$0.00
		<b>Project Total</b>					<b>\$29,311.69</b>	<b>\$29,311.69</b>	<b>\$0.00</b>
	13	2021 Senior Mobile Home Repair Program	917	2021 Senior Mobile Repair Program	Open	CDBG	\$100,000.00	\$72,805.00	\$27,195.00
		<b>Project Total</b>					<b>\$100,000.00</b>	<b>\$72,805.00</b>	<b>\$27,195.00</b>
	14	2021 Code Enforcement	918	2021 Code Enforcement	Open	CDBG	\$178,491.40	\$178,488.90	\$2.50
		<b>Project Total</b>					<b>\$178,491.40</b>	<b>\$178,488.90</b>	<b>\$2.50</b>
	15	2021 ADA Compliance Projects	927	2021 ADA Audible Pedestrian Crosswalk Signals	Open	CDBG	\$100,000.00	\$9,431.54	\$90,568.46
		<b>Project Total</b>					<b>\$100,000.00</b>	<b>\$9,431.54</b>	<b>\$90,568.46</b>
		<b>Program Total</b>				<b>CDBG</b>	<b>\$768,138.50</b>	<b>\$533,265.30</b>	<b>\$234,873.20</b>
		<b>2021 Total</b>					<b>\$768,138.50</b>	<b>\$533,265.30</b>	<b>\$234,873.20</b>
		<b>Program Grand Total</b>				<b>CDBG</b>	<b>\$768,138.50</b>	<b>\$533,265.30</b>	<b>\$234,873.20</b>
		<b>Grand Total</b>					<b>\$768,138.50</b>	<b>\$533,265.30</b>	<b>\$234,873.20</b>




## Attachment D-5: PR 23 CDBG Accomplishments

	U.S. Department of Housing and Urban Development	DATE: 09-02-22
	Office of Community Planning and Development	TIME: 13:51
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CDBG Summary of Accomplishments		
Program Year: 2021		

### VISALIA

#### Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Housing	Rehab; Single-Unit Residential (14A)	1	\$72,805.00	1	\$29,311.69	2	\$102,116.69
	Code Enforcement (15)	1	\$178,488.90	0	\$0.00	1	\$178,488.90
	<b>Total Housing</b>	<b>2</b>	<b>\$251,293.90</b>	<b>1</b>	<b>\$29,311.69</b>	<b>3</b>	<b>\$280,605.59</b>
Public Facilities and Improvements	Other Public Improvements Not Listed in 03A-03S (03Z)	1	\$9,431.54	0	\$0.00	1	\$9,431.54
	<b>Total Public Facilities and Improvements</b>	<b>1</b>	<b>\$9,431.54</b>	<b>0</b>	<b>\$0.00</b>	<b>1</b>	<b>\$9,431.54</b>
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	0	\$0.00	3	\$87,609.23	3	\$87,609.23
	Subsistence Payment (05Q)	0	\$0.00	2	\$50,000.00	2	\$50,000.00
	<b>Total Public Services</b>	<b>0</b>	<b>\$0.00</b>	<b>5</b>	<b>\$137,609.23</b>	<b>5</b>	<b>\$137,609.23</b>
General Administration and Planning	Planning (20)	0	\$0.00	2	\$0.00	2	\$0.00
	General Program Administration (21A)	2	\$105,618.94	0	\$0.00	2	\$105,618.94
	<b>Total General Administration and Planning</b>	<b>2</b>	<b>\$105,618.94</b>	<b>2</b>	<b>\$0.00</b>	<b>4</b>	<b>\$105,618.94</b>
<b>Grand Total</b>		<b>5</b>	<b>\$366,344.38</b>	<b>8</b>	<b>\$166,920.92</b>	<b>13</b>	<b>\$533,265.30</b>

	U.S. Department of Housing and Urban Development	DATE: 09-02-22
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CDBG Summary of Accomplishments		
Program Year: 2021		

### VISALIA

#### CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	6	6	12
	Code Enforcement (15)	Housing Units	14,825	0	14,825
	<b>Total Housing</b>		<b>14,831</b>	<b>6</b>	<b>14,837</b>
Public Facilities and Improvements	Other Public Improvements Not Listed in 03A-03S (03Z)	Persons	3,000	0	3,000
	<b>Total Public Facilities and Improvements</b>		<b>3,000</b>	<b>0</b>	<b>3,000</b>
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	0	510	510
	Subsistence Payment (05Q)	Persons	0	461	461
	<b>Total Public Services</b>		<b>0</b>	<b>971</b>	<b>971</b>
<b>Grand Total</b>			<b>17,831</b>	<b>977</b>	<b>18,808</b>



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Summary of Accomplishments  
Program Year: 2021

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VISALIA

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	6	0
	Other multi-racial	0	0	6	1
	<b>Total Housing</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>1</b>
Non Housing	White	471	224	0	0
		91	0	0	0
	Black/African American	56	0	0	0
		17	0	0	0
	Asian	19	0	0	0
		14	0	0	0
	American Indian/Alaskan Native	30	0	0	0
		1	0	0	0
	Native Hawaiian/Other Pacific Islander	13	0	0	0
		1	0	0	0
	American Indian/Alaskan Native & White	2	0	0	0
		2	0	0	0
	Black/African American & White	1	0	0	0
	Other multi-racial	379	327	0	0
		301	281	0	0
	<b>Total Non Housing</b>	<b>1,398</b>	<b>832</b>	<b>0</b>	<b>0</b>
Grand Total	White	471	224	6	0
		91	0	0	0
	Black/African American	56	0	0	0
		17	0	0	0
	Asian	19	0	0	0
		14	0	0	0
	American Indian/Alaskan Native	30	0	0	0
		1	0	0	0
	Native Hawaiian/Other Pacific Islander	13	0	0	0
		1	0	0	0
	American Indian/Alaskan Native & White	2	0	0	0
		2	0	0	0
	Black/African American & White	1	0	0	0



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
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CDBG Summary of Accomplishments  
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VISALIA

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Grand Total	Other multi-racial	379	327	6	1
		301	281	0	0
	<b>Total Grand Total</b>	<b>1,398</b>	<b>832</b>	<b>12</b>	<b>1</b>





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Summary of Accomplishments  
Program Year: 2021

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VISALIA

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	0	0	0
	Low (>30% and <=50%)	7	0	0
	Mod (>50% and <=80%)	5	0	0
	Total Low-Mod	12	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	12	0	0
Non Housing	Extremely Low (<=30%)	0	0	531
	Low (>30% and <=50%)	0	0	7
	Mod (>50% and <=80%)	0	0	6
	Total Low-Mod	0	0	544
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	544



## Attachment D-6: PR 23 HOME Accomplishments

	U.S. Department of Housing and Urban Development	DATE: 09-02-22
	Office of Community Planning and Development	TIME: 13:55
	Integrated Disbursement and Information System	PAGE: 1
HOME Summary of Accomplishments		

Program Year: 2021  
 Start Date 01-Jul-2021 - End Date 30-Jun-2022  
**VISALIA**  
 Home Disbursements and Unit Completions


Activity Type	Disbursed Amount	Units Completed	Units Occupied
TBRA Families	\$19,759.05	4	4
Total, Rentals and TBRA	\$19,759.05	4	4
Grand Total	\$19,759.05	4	4

### Home Unit Completions by Percent of Area Median Income

Activity Type	Units Completed		
	0% - 30%	Total 0% - 60%	Total 0% - 80%
TBRA Families	4	4	4
Total, Rentals and TBRA	4	4	4
Grand Total	4	4	4

### Home Unit Reported As Vacant

Activity Type	Reported as Vacant
TBRA Families	0
Total, Rentals and TBRA	0
Grand Total	0

	U.S. Department of Housing and Urban Development	DATE: 09-02-22
	Office of Community Planning and Development	TIME: 13:55
	Integrated Disbursement and Information System	PAGE: 2
HOME Summary of Accomplishments		

Program Year: 2021  
 Start Date 01-Jul-2021 - End Date 30-Jun-2022  
**VISALIA**

### Home Unit Completions by Racial / Ethnic Category

TBRA Families				
	Units Completed	Units Completed - Hispanics		
White	3	0		
Other multi-racial	1	1		
Total	4	1		
Total, Rentals and TBRA				
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	3	0	3	0
Other multi-racial	1	1	1	1
Total	4	1	4	1

### Attachment C: FY 2021-22 CAPER Draft Expenditures and Accomplishments

Table 1: FY 2021-22 CDBG Draft Expenses & Accomplishments		
CDBG Expenditures	Expenses	Accomplishments
CDBG Administration	\$ 222,120	N/A
<b>Public Services:</b>		
Kings Tulare Homeless Alliance - Continuum of Care	\$ 18,075	PIT Count 469 Individuals
Family Services - Voucher Program	\$ 44,534	10 Units
Kings View - PATH Program	\$ 25,000	31 Individuals Assisted
United Way - Rental/Mortgage & Utilities Assistance	\$ 50,000	34 Households Assisted
<b>Total Public Services</b>	<b>\$ 137,609</b>	
<b>Affordable Housing:</b>		
Habitat for Humanity - Emergency Home Repair & ADA Program	\$ 29,312	6 Households
SHE - Senior Mobile Home Repair Program	\$ 72,805	7 Households
Code Enforcement	\$ 178,489	153 Citations/121 Corrected
<b>Total Affordable Housing</b>	<b>\$ 280,606</b>	
<b>Public Facility Improvements:</b>		
ADA Improvements – Audible Pedestrian Traffic Signals	\$ 9,432	3,000 Individuals
<b>Total Public-Facility Improvements</b>	<b>\$ 9,432</b>	
<b>Total 2021 CDBG Expenditures</b>	<b>\$ 649,766</b>	

Table 2: FY 2021-22 HOME Draft Expenses & Accomplishments		
HOME Expenditures	Expenses	Accomplishments
HOME Administration	\$ 149,880	N/A
HOME-ARP Administration	\$ 3,888	N/A
Family Services TBRA Program (Tenant Based Rental Assistance)	\$ 24,503	4 Units
The Loft's Project	\$ 1,148,735	80 Units
Sequoia Village Project	\$ 1,069,101	50 Units
<b>Total 2021 HOME Expenditures</b>	<b>\$ 2,396,107</b>	

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# 2021 Consolidated Annual Performance & Evaluation Report (CAPER)

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CITY COUNCIL MEETING

SEPTEMBER 19, 2022

# CAPER

Goals identified as  
High Priority in the 5-  
year Consolidated Plan  
Needs Assessment.

The CAPER reports  
CDBG & HOME  
accomplishments  
7/1/21 – 6/30/22.

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# PUBLIC COMMENT PERIOD

## Public Comment Period

- September 1 - September 19, 2022

## Citizens Advisory Committee

- September 7, 2022

## Public Hearing

- September 19, 2022



# FY 2021 CDBG Resources

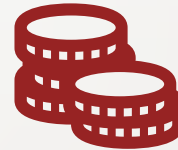
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Annual Entitlement:  
\$1,288,951



Prior Years Resources:  
\$1,328,459



Program Income:  
\$99,914



**Total 2021 CDBG  
Resources:**  
**\$2,717,325**

# FY 2021 CDBG Expenses & Accomplishments

Table 1: FY 2021 CDBG Expenses & Accomplishments		
CDBG Expenditures	Expenses	Accomplishments
Administration	\$ 222,120	N/A
<b>Public Services:</b>		
Kings Tulare Homeless Alliance - Continuum of Care	\$ 18,075	PIT 469
Family Services - Voucher Program	44,534	10 Units
Kings View - PATH Program	25,000	31 Individuals Assisted
United Way - Rental/Mortgage & Utilities Assistance	50,000	34 Households Assisted
<b>Total Public Services</b>	<b>\$ 137,609</b>	
<b>Affordable Housing:</b>		
Habitat for Humanity - Emergency Home Repair & ADA Program	\$ 29,312	6 Households
SHE - Senior Mobile Home Repair Program	72,805	7 Households
Code Enforcement	178,489	153 citations/121 corrected
<b>Total Affordable Housing</b>	<b>\$ 280,606</b>	
<b>Public Facility Improvements:</b>		
ADA-Improvements	\$ 9,432	3,000 individuals
<b>Total Public-Facility Improvements</b>	<b>\$ 9,432</b>	
<b>Total 2021 CDBG Expenditures</b>	<b>\$ 649,766</b>	

## CDBG Accomplishments

- ADA AUDIBLE  
PEDESTRIAN  
SIGNALS



# Future CDBG Projects

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100-Bed  
Navigation  
Center

ADA Transit  
Pathway

# FY 2021 HOME Resources

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Annual Entitlement:  
\$507,520



HOME-ARP:  
\$1,840,059



Prior Years  
Resources:  
\$2,178,714



Program Income:  
\$340,664



**Total 2021 HOME  
Resources:  
\$4,866,957**

# FY 2021 HOME Expenses & Accomplishments

Table 2: FY 2021 HOME Expenses & Accomplishments		
HOME Expenditures	Expenses	Accomplishments
Administration	\$ 149,880	N/A
HOME-ARP Administration	3,888	N/A
Family Services TBRA Program (Tenant Based Rental Assistance)	24,503	4 Units
The Loft's Project	1,148,735	80-Units
Sequoia Village Project	1,069,101	50-Units
Total 2021 HOME Expenditures	\$ 2,396,107	



# HOME Accomplishments

- THE LOFTS PROJECT
- SEQUOIA VILLAGE



# Future HOME Projects

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Completion of  
the Loft's  
Project

5 Single-Family  
Homes on NW  
5<sup>th</sup> Avenue

# Questions?

- Contact Information:
  - Margie Perez
  - City of Visalia Housing Specialist
  - Email: [margie.perez@visalia.city](mailto:margie.perez@visalia.city)
  - Phone: (559) 713-4460



# Visalia City Council

## Staff Report

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

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**File #:** 22-0358

**Agenda Date:** 9/19/2022

**Agenda #:** 1.

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**Agenda Item Wording:**

*Upcoming City Council Meetings:*

Monday, October 3, 2022 at 7:00 p.m. @ 707 W. Acequia, City Hall

Monday, October 17, 2022 at 7:00 p.m. @ 707 W. Acequia, City Hall