



# **Visalia City Council**

## **City Council**

### **Meeting Agenda - Final**

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

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

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**Monday, March 20, 2023**

**7:00 PM**

**City Council Chambers**

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#### **ROLL CALL**

#### **CALL TO ORDER WORK SESSION - NO WORK SESSION SCHEDULED**

#### **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) - NO WORK SESSION SCHEDULED**

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

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

#### **PLEDGE OF ALLEGIANCE**

#### **INVOCATION**

#### **ITEMS OF INTEREST**

#### **SPECIAL RECOGNITION - Jennah Creason**

#### **PUBLIC COMMENTS**

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

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

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

## **CONSENT CALENDAR**

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

1. Authorization to read ordinances by title only. [23-0108](#)
2. Consideration of a mural application request from Visalia Veterans Mural Restoration Foundation, Inc. for one temporary banner proposed on the west face of a block wall that holds the World War II Greatest Generation mural, located at 6320 South Mooney Boulevard. [23-0065](#)
3. Accept the City of Visalia Cash and Investment Report for the second quarter of the fiscal year which consists of months October, November, and December 2022. [23-0094](#)
4. Acceptance of the 2022 Housing Element Annual Progress Report (APR). [23-0085](#)
5. Consider reauthorization of Stage 2 of the Visalia Water Conservation Ordinance and adopt resolution 2023-06. [23-0098](#)
6. Authorize the City Manager to: 1) Enter into a contract with Don Berry Construction to furnish and install a video detection system at the intersection of Plaza Drive and Riggin Avenue for a not to exceed amount of \$75,000, and appropriate \$75,000 from the Measure R Local Fund (Fund 131), 2) Appropriate \$55,000 from the General Fund (Fund 001), purchase video detection equipment to replace damaged video detection equipment at the intersection of Akers Street and Riggin Avenue, and the purchase of a spare video detection system for future replacement of any damaged or failing video detection equipment in the future. [23-0071](#)

7. Authorize the City Manager to award RFB No. 22-23-42 for property abatement of developed properties throughout the City of Visalia to Joe Grijalva Landscaping in the amount not to exceed \$210,000 annually. [23-0086](#)
8. Authorize the City Manager to execute a new contract with Kings Petroleum, LLC for the supply and delivery of petroleum products. This contract will be for one year, with 4 optional one-year renewals, and an annual not to exceed amount of \$1,500,000. [23-0089](#)

## **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. First reading of the Ordinance 2023-03 new Visalia Municipal Code Section 9.24.060 to be added to the City of Visalia Municipal Code establishing regulations prohibiting the unlawful possession of a catalytic converter in the City of Visalia. [23-0078](#)
2. Approve Resolution 2023-05 to ratify the Proclamation of Local Emergency that was declared on March 13, 2023, due to the threatened existence of conditions of extreme peril to the safety of persons and property within said city caused by excessive past and expected rainfall and snowfall, resulting in uncontrolled waters coming from local rivers and streams. [23-0103](#)

## **CLOSED SESSION REPORT - NONE**

## **ADJOURNMENT**

**1. UPCOMING CITY COUNCIL MEETINGS:****[23-0084](#)**

Thursday, March 23, 2023 @ 6:00 p.m., Special Joint Meeting w/ VUSD and COS, 915 S. Mooney, Porter Field House.

Monday, April 03, 2023 @ 7:00 p.m., 707 W. Acequia.

Monday, April 17, 2023 @ 7:00 p.m., 707 W. Acequia.

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

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

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





# Visalia City Council

## Staff Report

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

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**File #:** 23-0108

**Agenda Date:** 3/20/2023

**Agenda #:** 1.

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**Agenda Item Wording:**

Authorization to read ordinances by title only.



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 23-0065

**Agenda Date:** 3/20/2023

**Agenda #:** 2.

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### Agenda Item Wording:

Consideration of a mural application request from Visalia Veterans Mural Restoration Foundation, Inc. for one temporary banner proposed on the west face of a block wall that holds the World War II Greatest Generation mural, located at 6320 South Mooney Boulevard.

Deadline for Action: 3/6/2023

**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)

[<mailto: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:

Staff recommends, based on the recommendation of the Mural Panel, that this application for the temporary banner related to the World War II Greatest Generation mural, located at 6320 South Mooney Boulevard, be approved with the image proposed by the applicant (see Attachment 2).

### Background Discussion:

The City of Visalia received a mural application (see Attachment 1) on February 21, 2023, from the Visalia Veterans Mural Restoration Foundation, Inc. for a temporary banner to be affixed on the block wall that holds the World War II Greatest Generation mural, located at 6320 South Mooney Boulevard.

The original mural was approved by the City Council in 2005, and was installed in 2006, and consists of thirty-six 4-foot by 8-foot panels (overall dimensions: 72-ft. wide x 20-ft. tall) painted by artist Glen Hill. Sixteen years later, the mural panels have suffered excessive wear, tear, and fading due to the sun and outdoor elements. In addition, the hardware that affixed the panels to the wall has disintegrated, which has caused some of the panels to fall off the wall and be put into storage. The applicant is currently working with the artist, who now lives out of state, to have the panels professionally restored. Further details regarding the mural's condition and restoration are in Attachment 4. The target date for completing restoration is November 28, 2023.

In the interim period, a banner measuring 70-feet wide x 18-feet tall would be placed on the wall. Most of the banner will contain an exact replica of the original image with a tan or light contrasting color border, and the bottom of the mural will contain 2- to 3-foot-tall lettering that provides the mural status and donation information. The banner will be fabricated by a local sign & screen-printing company, made of a durable and weather resistant vinyl, and will be anchored directly onto the existing block wall.

A reduced-size sketch of the banner was submitted as Attachment 2. The message to be placed on the bottom of the mural would read as follows:

"The World War II Greatest Generation Mural is currently under renovation and will return in Fall

of 2023.”

Donations can be sent to the Visalia Veterans Mural Restoration Fund Inc. at P.O. Box 1291, Visalia, CA 93279. Please support the mural.

A press release page that profiles the original artist, Glen Hill, was also submitted as Attachment 3.

The George Family Trust is the property owner of the site and has given permission to the applicant to proceed with filing an application on their property. The property owner has given a deadline of November 28, 2023, for the restoration work to be completed. The applicant has recently become a 501(c)(3) organization in order to raise the funding necessary for the restoration of the mural.

**Mural Agreement:**

Staff is not imposing the mural agreement upon this banner, since the banner is being placed as a substitution over the existing mural location and since the mural does not contain any new or revised artwork, only some additional wording.

**Mural Panel Review:**

In accordance with the City's Mural Guidelines and Procedures, the Mural Panel consisting of a representative from the Arts Consortium (Ampelio Mejia Perez), Arts Visalia (Alison Schlick Miniaci), and a mayoral appointment (Walter Deissler) convened to review the application. The purpose of the Panel is to assure compliance with local ordinances and the mural guidelines and to determine whether the artist has the ability to produce a quality piece of art. Due to the short timeline associated with the temporary email, the Mural Panel reviewed the proposed temporary mural via e-mail.

It should be noted however that this banner will contain no new or revised artwork, as the image would be an exact copy of the original mural approved by City Council in 2005. The only new components to the banner would be the border and lettering. The mural process affords the applicant the ability to display an oversized banner (i.e., 1,260 square feet) for a period of up to one year, given that the City's Sign Ordinance only authorizes a maximum banner size of 32 square feet.

The Panel was not opposed to the displaying of the banner for about one year. There was preference for the banner to remain up for no more than one year, since that should be adequate time for the message to be displayed. One panel member did question whether allowing a banner with an advertisement for donation could be setting up an undesirable precedence.

**Fiscal Impact:**

No fiscal impact to the City. The applicant is responsible for the installation, maintenance, and removal of the banner as well as the mural.

**Prior Council Action:**

On May 2, 2005, the City Council approved the site location for the mural. On November 30, 2004, the City Council accepted the content of the mural without approving the site location.

**Other:** None.

**Alternatives:** None.

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

I move to approve the mural application for a temporary banner related to the World War II Greatest

Generation mural, located at 6320 South Mooney Boulevard, be approved with the image proposed by the applicant (see Attachment 2).

**Environmental Assessment Status:**

The mural is considered Categorically Exempt under Section 15311 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA), as amended, due to the project being a placement of minor structure accessory to existing facilities including but not limited to signs

**CEQA Review:**

The mural is considered Categorically Exempt under Section 15311 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA), as amended, due to the project being a placement of minor structure accessory to existing facilities including but not limited to signs

**Attachments:**

Attachment 1: Application.

Attachment 2: Rendering.

Attachment 3: Press release.

Attachment 4: Details of the mural's condition and restoration.

Attachment 5: Elevation of wall.

Attachment 6: Mural Guidelines



Application No. \_\_\_\_\_

Date Received \_\_\_\_\_

**IMPORTANT! PLEASE CAREFULLY READ THE MURAL GUIDELINES AND PROCEDURES BEFORE COMPLETING THIS APPLICATION.**

You will be notified within thirty (30) days whether the application has been accepted. After filing a complete application for a mural, it will be referred to the Visalia Mural Panel for consideration and action. The time required to process a mural application will vary but will be a maximum of 90 days from application submittal.

This MURAL APPLICATION must be filled out completely and with full answers to every statement and question. The application must be signed by the individual or group proposing the mural, the artist and the owner(s) of the property on which the mural is to be installed.

**APPLICANT:** Visalia Veterans Mural Restoration Foundation, Inc.

Name of Applicant: Elmer Lucas Telephone: 559-308-3029

Address of Applicant: 1623 N Norman Drive Visalia CA E-Mail Address: elonlucas7066@gmail.com

Mural site is located at: 6320 S. Mooney Blvd., Visalia, CA 93277

Present zoning of property: office commercial Present use of property: sites on property of business complex on S mooney Boulevard.

**ARTIST:**

Name of Mural Artist: Glen Hill Telephone: 559-690-0752

Address of Applicant: 1265 Poplar Street, Sweet Home Oregon 97385 E-Mail Address: glenhillstudio@gmail.com

**PROPERTY OWNER:**

Name of Property Owner: George Family Trust Telephone: 559-651-1788

Address of Property Owner: 315 E. Tulare Ave, Visalia, CA 93277 E-Mail Address: margi@oliveps.com

## Mural Application

1) Mural Detail - Please explain the nature of the mural including its size and materials to be used:

The WWII Greatest Generation Mural was put up in 2006 as a tribute to all the Veterans who served in WWII to include those living in Visalia. The mural consists of 36 4x8 panels that were painted by the artist Greg Hill. The mural was approved by the Visalia City Council in 2005 after many meetings and changes by the artist to comply with the Council makeup of the mural.

After 16 years facing the west and hot sun and elements, the mural has suffered extreme damage to the art work and the hardware holding it on the wall. The hardware has disintegrated and part of the mural fell off and is in storage to protect it.

We are asking to place a banner on the wall while restoration of the mural is being done to inform the public of the work being done and when to be returned. It is also to preserve the property owners appearance of the wall until work completed.

2) What is the purpose, meaning and/or significance of the proposed mural and why is it important to share with the community?

The mural was originated by the Visalia Veterans Committee to honor all the WWII Veterans who fought for our country and all the Veterans who lived in Visalia. The City Council made the mural a tribute to all the Veterans who served but it was also a great tribute to the city of Visalia citizens and the County of Tulare.

3) What is the timetable to commence and complete the subject mural?

The mural must be completed by November 28, 2023 as agreed by the landlord of the property. The start date is February 2023 by the artists and as soon as the required funding is raised to start the work.

4) Please give a brief biography of the individual(s), group(s) or organization(s) that will install the mural along with the artistic credentials of the artist who prepared the mural design:

The Visalia Veterans Committee, a 501(c)(19) organization started the project. Due to COVID for 2 years and no way to fund raise for the mural, the Committee needed to make a change in its charter and become a 501(c)(3) organization capable of raising funds from large corporations and give a tax write-off for their support. So the Committee is now the Visalia Veterans Mural Restoration Foundation, Inc. The artist Greg Hill is a highly skilled artist and the enclosures describe his work.

5) Please explain who will be responsible for the murals maintenance:

Per the City Council 2005 agreement and mural approval the Visalia Veterans Committee was responsible for all maintenance of the mural.


Mural Application

Please submit one, reproducible rendering (sketch or photo) of an elevation drawing, prepared to a 1:12 scale [1"=1 ft.0"], with dimensions, accurately depicting the mural to be painted.

Please refer to the Mural Guidelines and Procedures for additional information on the approval process and requirements for installing a mural in the City of Visalia.

Mural Proposal Submitted by:

Elmer L Lucas

Signed: 

Date: 2-20-23

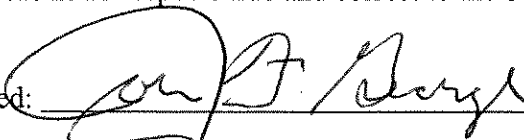
STATE OF CALIFORNIA

COUNTY OF Tulare

CITY OF Visalia

WE, I, John F. George, Trustee of George Family Trust being duly sworn, depose and say that (we are) (I am) the owner(s) of the property (site) involved in this application and that (we) (I) have been familiarized with the rules and regulations of the City of Visalia with respect to preparing and filing this application for a mural and that the foregoing statements and answers contained in this information on the attached materials thoroughly and completely to the best of (our) (my) ability present the arguments in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of (our) (my) knowledge and belief.

Name of Owner(s): John F. George

Signed: 

Date: 2-20-23

Return Application to:

Brandon Smith, Senior Planner  
Visalia Planning Division  
315 E. Acequia Avenue, Visalia, CA 93291  
Email: brandon.smith@visalia.city  
Phone: (559) 713-4636





REGRET THE INCONVENIENCE. THE WWII MURAL IS CURRENTLY UNDER RENOVATION AND WILL RETURN IN FALL 2023

DONATIONS CAN BE SENT TO VVMRFI, PO BOX 1291, VISALIA, CA. 93279. PLEASE SUPPORT THE MURAL.

2 feet border on all 4 sides to allow for anchoring to wall

72'



# BANNER FOR WWII GREATEST GENERATION WALL

Banner Material : Vinyl

Banner Color – Tan or  
contrasting color to mural pic

Size: 18 Ft x 70 Ft

Border – 2 feet all sides for  
banner to be anchored to wall

Mural Picture – 8Ft High x 70 Ft  
wide

Lettering – 2-3 Ft in Black

## *Tribute to the Veterans of the*

# *"Greatest Generation 1941-1946"*

*Acrylic painting by Glen Hill of Visalia, California.*

### **Press Release**

Visalia Veterans Mural Committee has agreed with Veterans Magazine, Fresno, California, William E. Dietzel, Editor and Publisher to publish and feature the Greatest Generation Mural design as a 11"x 34" Full Color Center Fold in the November 11, 2004 issue of the Veterans Magazine.

The "Greatest Generation" Acrylic Painting was designed for a 20' x 72' wall in downtown Visalia. Mural Design and Painting by Glenn Hill, Visalia, California.

Support the Visalia Veterans Mural Committee with a donation of money, so this Committee can continue bringing the Veterans Day Event to the Fox Theater downtown Visalia, California. November 11, 2004 Veterans Day USO Show will feature top entertainment.

To order a copy of this beautiful "Greatest Generation" painting 11"x 34" High Gloss Full Color. Contact the Visalia Veterans Committee Chairperson, Dan Kelley at (559) 799-1675 or the Co-Chairperson, Bob McNabb at (559) 901-0734.

All donations will be used for the betterment of the Veterans of the United States.

*Veterans Magazine*  
William E Dietzel, Editor



My background is as an artist includes illustrator for film and TV guide, award winning animator, animation director, and producer. I attended Art Center College of Design from 1975 graduating in 1978. I discovered a passion for representational illustration and the great story tellers such as Rockwell, N. C. Wyeth, Pyle, Cornwell, Lovell, to name a few. After graduation I worked on "The Fox and the Hound" at Disney studios in Burbank which lead into a twenty-three year career making animated films and painting movie posters for film and TV Guide. Winning awards as a producer for ABC's "The Magic Flute", PBS's "The Book of Virtues", and as a director on Fox's "The Family Guy". In 2001 my daughter and I left the film industry sold our home in Santa Barbara and moved to Visalia to paint full time. This last October I opened a gallery at 220 W. Main St. Visalia. In January, I finished a mural in Exeter at the Boys and Girls Club which shows a day in the park in the 1920's. I'm presently showing at the "Rocks" at 220 W. Main St. In Visalia and in my gallery at the same address. My current work reflects the passion of twenty-five years ago and can be described as figurative and representational, depicting the family farm of the past and present, contemporary, landscapes, and portraits. In the recent past I've shown at The Gingerbread Mansion in Ferndale Ca, The Women's Club for the California Art Club, in Pasadena, The Red River Gallery in Calabases, and The Court House Gallery in Exeter.

Glen W. Hill (559) 738-9808  
220 W Main St. Visalia CA • glenwhill@aol.com • www.glenwhill.com



## **Restoration and Repainting of WWII Mural**

05/10/2022

### **Glen Hill**

1206 W. Harter Ave. Visalia, Ca. 93277

(559) 690-0752

email: glenhillstudio@gmail.com

### **Report on condition and proposal for art restoration of WWII mural located on Mooney Bld. near Mooney's Grove**

Prepared for Veterans Mural Committee

It has been my great honor to create the artwork for the Veterans mural committee's vision for this memorial to "The Greatest Generation". When the mural was painted 15 years ago, a local sign company suggested a weather proofing urethane type coating would ensure longer life. The result, however, has been that this layer has peeled away in most all areas and stripped finish layers of paint off the mural. As the exposed layers of paint were subjected to humidity and heat this has resulted in an uneven, blotchy, faded/hazy appearance. The Die-bond panels which are in good condition, except for the apparent curling on several, due to not having been fastened properly to the supporting armature along the sides. The silicon putty that was used to cover the screws used to secure the panels has become visible as the paint has flaked off these areas.

About 10 years ago, the Veterans committee's attempt, to stabilize the flaking coating was done with Paraloid B72. This was applied unevenly, creating a dripping effect in some areas and overtime has flaked off with the first layer and has been ineffectual. While the use of, Paraloid B72 by professional art conservationist has been used for the last 60 years, it was not applied correctly nor in a situation where it could be effective and a protection layer. When it was applied to the damaged paint layers, it became part of the paint layers (so removal of what is left behind still on the mural, is not possible).

Due to the extensive damage done to the artwork over the past 15 years I am requesting the advice and services of a professional restoration company in order to;

1. Stabilize the flaking, peeling, cracking, and other damage to the painted surface. I believe stabilizing the painted surface is essential prior to any repainting. Once the mural's paint layers have been stabilized, then I will repaint the mural to as close to it's original appearance.

2. This is a quote from Scott Haskins of, Fine Art Conservation Laboratories, offering his advice on preserving the mural painting:

"Proposing protective measures to ensure greater longevity than has existed with past protective measures (varnish layers) – Once the artist has completed the pictorial restoration of the mural, then the entire mural will be coated with a protective coating vetted and approved by the Department of Cultural Affairs of Los Angeles (DCA) and CalTrans for outdoor public art murals. I have been part of this vetting process and work with them to apply these coatings to their City's public art assets. This is an aliphatic urethane 2 part counterpart to the once recommended but now illegal GCP-1000a and superior to the sporadically used Mural Shield product".

This final stage for the permanent protection of the mural and an agreement for the murals maintenance with a conservation company is strongly requested to avoid future mishandling of the artwork and insure it's preservation for future generations.

3. The 36 original Die bond panels delivered to or made available to; first the restoration professionals for stabilization and then to the artist. Arrangements can be made for transportation of panels later. (TBD)

Below are prices for me, the artist, to perform the artistic work.

Sincerely,

Glen Hill

**Restoration 1**

**Description:**

Artist responsible for:

Repainting to restore artwork to as close to its original appearance as possible.

Artist charges:

Materials, Brushes, paint, etc.....

\$5,000.00

Production of art work.....

\$45,000.00

(Restoration should be done over a period of 12 months).

**Total \$50,000.00**





September 2022 Google Street View image



March 2020 Google Street View image

# **CITY OF VISALIA**

## **MURAL GUIDELINES AND PROCEDURES**

### INTRODUCTION:

Murals are considered signs and, as such, are governed by the City's sign ordinance found in Chapter 17.48 of the Visalia Municipal Code ("VMC"). Murals require the issuance of a permit from the City pursuant to VMC §17.48.030. Murals which are non-commercial, contain no advertising copy and which do not function as an advertisement are allowed, subject to review by the Mural Panel and final approval by the City Council (VMC §17.48.040(S)). These guidelines are provided to assist mural applicants through the process prior to presentation to City Council.

PURPOSE: To define the process used by groups or individuals ("applicants") who desire to install murals in Visalia public places. The City of Visalia understands the importance of art in public places and the role that murals play in preserving our culture, conveying the history of our community, beautifying the city and advancing the arts. These guidelines will provide direction to applicants wishing to install murals in public places.

### DEFINITIONS:

"Parks Commission" means the Visalia Parks and Recreation Commission which is responsible for City of Visalia Parks.

"Planning Commission" means that Visalia Planning Commission responsible for approving variances in the sign ordinance.

"Public places" means places within the City limits of Visalia, which are visible to the public.

"Commercial" means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.

"Commercial Element" means art that by virtue of its location or proximity to a business may serve a minimal commercial purpose. If that art were in a different location, it would be considered pure art and not commercial in nature.

"Mural" means a sign as defined in VMC Chapter 17.48. It is also generally described as a picture or representation, in any type of medium, on an exterior surface of a building, structure, fence or garden wall.

"Mural Panel" means a group of individuals approved by the City Manager to review applications to place murals in public places prior to presentation to Council. Mural Panel will be comprised of one (1) representative from the Arts Consortium, one (1) representative from Arts Visalia, and one (1) representative appointed by the Mayor. In all cases, the person appointed should have no involvement/conflict of interest with the mural under consideration. The representatives will be appointed by the Chair of these organizations and the Mayor upon the receipt of a Mural Application.

“Preliminary Approval” means the application has been accepted, found to be in good order and complete and the proposed mural is deemed appropriate by the mural panel.

GENERAL GUIDELINES:

1. The emphasis of the murals will be on “artistic expression” and must not include an advertisement or be commercial in nature. This will in no way limit or restrict the artist’s right to include speech and/or artistic expression in a mural that is not commercial as defined above. All murals must comply with City ordinances that prohibit indecency or obscenity in public.
2. Murals shall not contain copy, lettering, symbols or references directly to the promotion of any product, business, brand, organization, service, cause or place. Murals may contain limited commercial elements so long as they are not considered commercial speech with the purpose of promoting a commercial transaction. For those mural applications that may contain limited commercial elements, the Mural Panel will ask the question – “If the business on which the mural is located were to move, would the mural still be good quality art and something the community would want to remain?” If so, the mural is not considered commercial speech or advertisement but rather pure art.
3. Murals shall not be merely an extension or enlargement of a sign. If the theme of the mural is to promote a business, brand, organization, service, cause or place, it shall meet all requirements of the City of Visalia sign ordinance. If the proposed mural is determined to be commercial in nature and is therefore deemed by the Mural Panel to be a form of advertisement, the Mural Application will be referred to the City of Visalia Planning Department for a variance in the sign ordinance. That application will then follow their process for review and approval.
4. Not more than 1% of the mural will contain the name of a sponsor and/or sponsor product likeness. The artist’s signature shall not be more than 1% of the mural.
5. Temporary Murals will receive, as is reasonably practicable, expedited review by the Mural Panel. Temporary murals shall be required to comply with the provisions of these guidelines, and will be removed no later than one year after completed. After one year, if there is a desire for the mural to remain in place, the owner will resubmit a mural application and follow the standard process as outlined herein.
6. Mural artists will be required to demonstrate their ability and experience to create high quality, well designed and well executed murals and/or art. The artist must provide the Mural Panel a portfolio of work that is reflective of the style of the proposed mural. This will be used to help determine whether the artist will be able to uphold the standards for quality art within the City of Visalia. For those artists without a portfolio of work, the Mural Panel will consider other presented forms of art that demonstrate an ability to create a quality mural.

7. New murals erected without receiving proper approval and that did not go through the Mural Application and Approval Process, will be required to retroactively go through the Process. Property owners will have 30 days after receiving notification to submit a mural application after which the mural will be deemed a sign and subject to all permitting requirements of VMC 17.48. The retroactive mural applications will be required to comply with all Mural Guidelines and must receive City Council approval. Murals that fail to be approved will be removed within 30 days after the denial at the property owners expense.

#### APPLICATION AND APPROVAL PROCESS:

STEP 1: Muralist(s) must obtain an application from the Community Development Department office at 315 E. Acequia Ave. or online at [www.visalia.city](http://www.visalia.city). The time required to process a mural application will vary but will be a maximum of 90 days from application submittal. The application will provide information to the City regarding location, size, concept and content of the mural, type of paint/media, owner of the building where the mural will be located, artist(s), dates of application, individuals who will be responsible for maintenance. The application must be signed by the individual/group proposing to place the mural, as well as the property owner where the mural will be placed and submitted to the City Manager or his/her designee along with a 1:12 scale [1"=1 ft.-0"] sketch, rendering or photo of the proposed mural.

STEP 2: The application and mural rendering must be reviewed and approved by the Mural Panel and the owner of the property where the mural is proposed to be placed. The review will be conducted to assure compliance with local ordinances and regulations, these guidelines, and the ability of the artist(s) proposing the mural to produce a quality mural. If the mural receives preliminary approval, it will move forward in the process.

Any mural that is to be installed in or on a community center or park, except Convention Center, must, in addition to review by the Mural Panel, be reviewed by the Parks Commission prior to submission to the Visalia City Council for final approval.

STEP 3: After receiving preliminary approval, the artist will then be required to provide for review their portfolio of work that is reflective of the proposed mural. The Mural Panel will use the portfolio of work to help determine whether the artist has the technical skill and ability to produce a quality mural within the City of Visalia. If the artist is unable to provide a portfolio of work, at a minimum, the artist will be required to provide evidence of artistic talent that satisfies the Mural Panel as to the skill and ability of the artist to create a mural that is of good quality.

STEP 4: After review and acceptance of the artist's body of work, the Mural Panel will make a recommendation to the City Council for approval of the mural application which is the final approval step.



## MURAL AGREEMENT:

Following approval by the Mural Panel, whether the mural will be placed on public or private property, the property owner and applicant(s) will be required to provide to the City Manager, or his/her designee, evidence of a proposed agreement which identifies the terms and conditions under which the mural will be applied. These terms and conditions include, but are not limited to:

- A. Specifications regarding the mural (location, size, concept and content of the mural, type of paint/media);
- B. Application for Encroachment Permit if necessary;
- C. Identification of ownership of the mural image and use thereof;
- D. Expected timeframe for completion;
- E. Long term mural maintenance;
- F. Circumstances under which the mural may be removed by the City and/or property owner (i.e. lack of maintenance or in disrepair);
- G. Proof of Liability Insurance;
- H. Landscape removal and replacement or protection, if any;

The proposed agreement will be provided to the Mural Panel and will be submitted to City Council along with the recommendation of the Mural Panel and, if necessary, the Park Commission.

## APPEAL TO CITY COUNCIL:

In the event the Mural Panel and/or the Park Commission determines the proposed mural does not comply with the parameters of these guidelines or other City ordinances and regulations, and therefore determines to withhold its approval, applicant(s) may apply for a variance as authorized by VMC section 17.48.040(P) and outlined in VMC section 17.48.110.

## FINAL INSPECTION AND ACCEPTANCE:

The City reserves the right to inspect the mural during installation and upon completion to ensure that the final product is in compliance with the approved mural application. Should it be found that the mural is not in compliance, the artist and property owner will be notified and given 30 days to remedy the situation. Should the property owner and/or artist fail to make the necessary corrections, the mural will be deemed out of compliance and will be removed at the expense of the property owner and/or artist.

Revised 3-05-14



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 23-0094

**Agenda Date:** 3/20/2023

**Agenda #:** 3.

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**Agenda Item Wording:**

Accept the City of Visalia Cash and Investment Report for the second quarter of the fiscal year which consists of months October, November, and December 2022.

**Deadline for Action:** 3/20/2023

**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 second quarter of the fiscal year which consists of months October, November, and December 2022.

**Background Discussion:**

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 the downtown street light project, cape seal of various streets and the major rehab of Caldwell Avenue from Akers to Shady and Santa Fe to Lovers Lane. Some examples of large projects that cash has been accumulated for that have not started are the Civic Center Phase 2 project, and any potential mandated upgrades to the Water Reclamation Facility.

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 December 31, 2022, the national unemployment rate was at 3.5%. The Consumer Price Index was at 6.50%, a decrease from the September 2022 rate of 8.20%. More currently, at its February 1, 2023 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 25 basis points to the current range of 4.50% to 4.75%, its highest level in 15 years, indicating

that they are continuing to try and lower inflation.

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 I shows the rate comparison of the Federal Funds Rate and short term Treasury Securities between the first and second quarter of the fiscal year as well as the current rates. Rates have continued to increase across shorter-term maturities, however, have remained lower in the longer maturity ranges as fears of a recession mount. The City has continued to remain laddered across all maturities.

**Table I**

	September 2022 (1st Quarter-FY22/23)	December 2022 (2nd Quarter-FY22/23)	March 8, 2023 (Current)
Federal Funds Rate	3.00% - 3.25%	4.25% - 4.50%	4.50% - 4.75%
6 month Treasury	3.90%	4.75%	5.26%
1 year Treasury	3.93%	4.69%	5.22%
2 year Treasury	4.28%	4.43%	5.06%
3 year Treasury	4.29%	4.22%	4.73%
4 year Treasury	4.19%	4.11%	4.53%
5 year Treasury	4.09%	4.00%	4.33%

### **Portfolio Performance**

The December 31, 2022 investment portfolio managed balance was **\$480,990,753**.

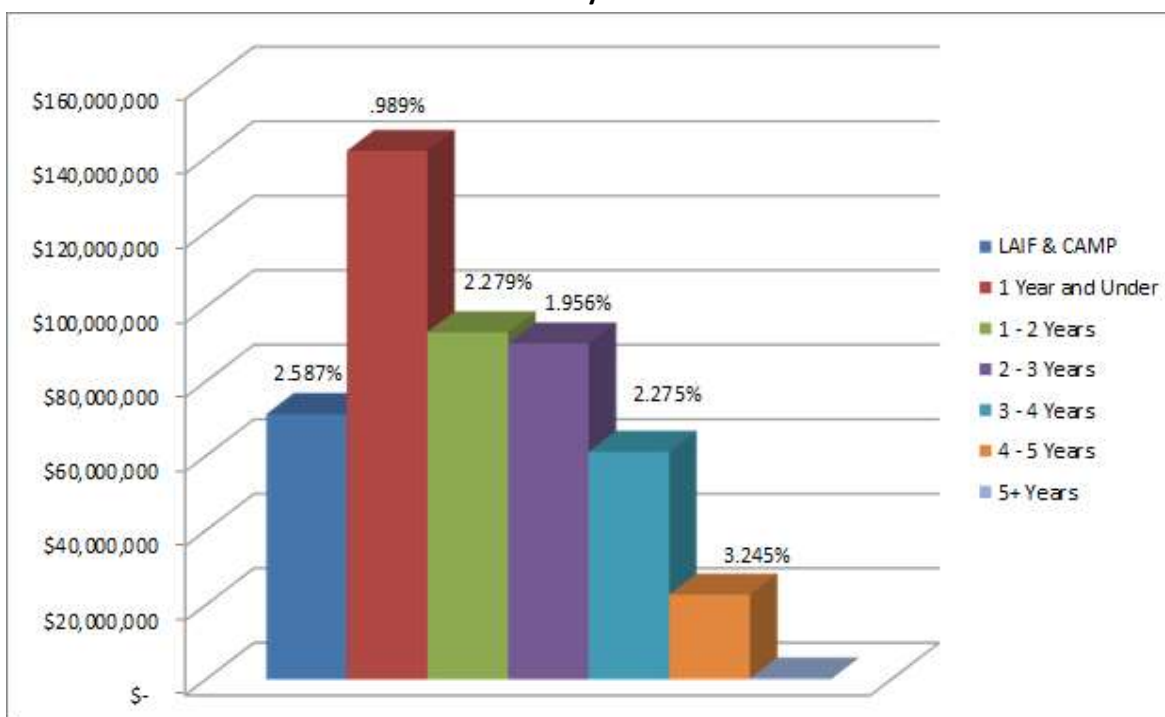
The earnings rate as of December 31, 2022 was **1.93%**. Key benchmarks and performance statistics for the City's portfolio are shown in Table II, Managed Portfolio Performance Statistics.

**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)
September 2022	\$461.1	1.53%	\$67.9	1.29%	4.28%	603 Days
December 2022	\$481.0	1.93%	\$71.3	1.98%	4.43%	582 Days
<b>Fiscal Year Average 2022/2023</b>	<b>\$465.3</b>	<b>1.62%</b>		<b>1.53%</b>		

The following Charts I and II show the portfolio ladder and distribution as of December 31, 2022. The portfolio ladder (Chart I - Maturity Ladder) shows our investments based on when they are to mature (ie. 1 year and under, 1-2 years, 2-3 years, etc...). The City invests in different maturity dates to take advantage of different earnings rates (usually the longer the maturity, the higher the earning rate) as well as to spread out maturities so that the proceeds are reinvested at regular intervals. In addition, the City will keep funds needed for operating costs in short term maturities, while investing funds in longer term maturities for those funds that are not yet needed (future projects). Chart II - Maturity Distribution shows what percent each maturity level is of the total investment portfolio.

**Chart I**

**Maturity Ladder**

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

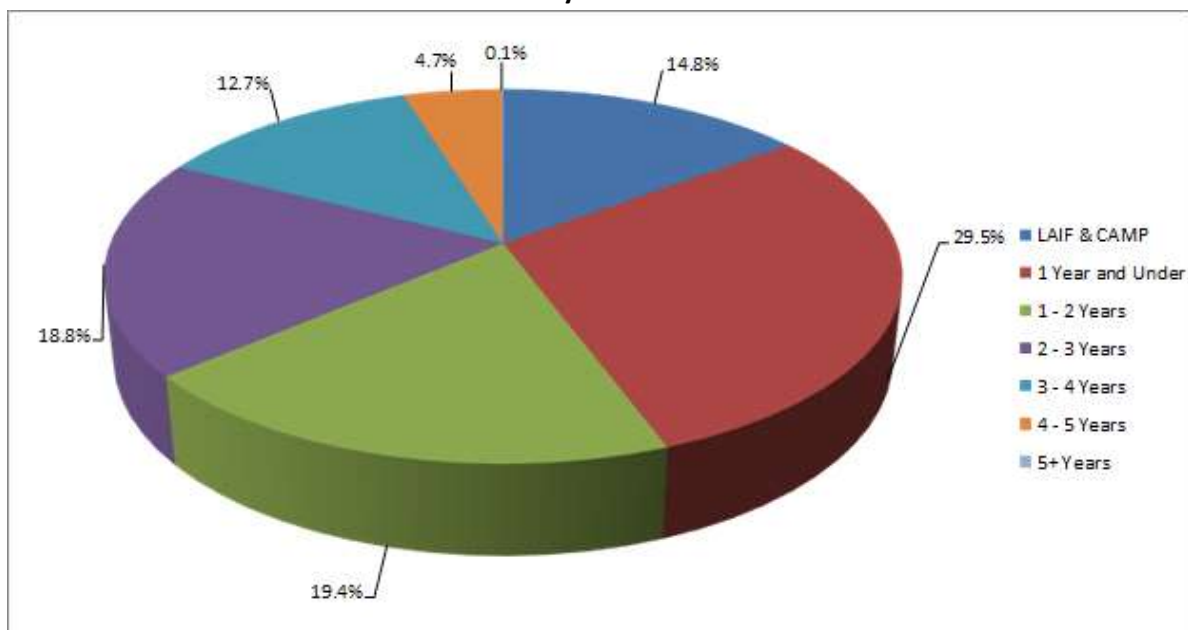
**Chart II  
Maturity Distribution**

Table III: 2cnd Quarter Investment Activity, shows investment activity for the quarter (October 2022 - December 2022).

**Table III: 2cnd Quarter Investment Activity**

	TYPE	YIELD	COUPON	AMOUNT	MATURITY DATE	PURCHASE DATE
<b>Maturities</b>						
CA ST	Muni	2.78%	2.50%	2,000,000	10/01/2022	02/06/2018
CA ST	Muni	0.95%	2.50%	2,250,000	10/01/2022	04/30/2020
Federal National Mortgage Assn.	Agency	2.03%	2.00%	2,000,000	10/05/2022	11/06/2017
Toyota Motor Credit Corp.	Corporate	0.18%	0.35%	3,000,000	10/14/2022	12/21/2020
Federal Farm Credit	Agency	0.16%	0.16%	3,000,000	10/13/2022	12/02/2020
Federal Farm Credit	Agency	2.34%	2.33%	2,000,000	10/18/2022	04/24/2019
CA ST	Muni	0.25%	3.00%	3,000,000	11/01/2022	11/03/2020
Federal Home Loan Bank	Agency	2.21%	2.50%	2,000,000	12/09/2022	12/15/2017
Federal Home Loan Bank	Agency	2.64%	3.00%	2,000,000	12/09/2022	01/30/2019
				21,250,000		
<b>Purchases</b>						
CA ST	Muni	4.50%	3.00%	3,000,000	04/01/2024	10/25/2022
Bay Area Toll Authority	Muni	4.70%	2.33%	3,000,000	04/01/2025	10/25/2022
Bay Area Toll Authority	Muni	4.90%	2.43%	2,405,000	04/01/2026	10/25/2022
Federal Home Loan Bank	Agency	4.83%	4.50%	2,000,000	10/03/2024	11/04/2022
Federal Home Loan Bank	Agency	4.83%	4.63%	2,000,000	12/13/2024	11/04/2022
Federal Farm Credit	Agency	4.68%	4.50%	2,000,000	07/27/2026	11/04/2022
CA ST	Muni	4.72%	5.50%	3,000,000	10/01/2024	11/17/2022
CA ST	Muni	4.74%	5.50%	3,000,000	10/01/2025	11/17/2022
Federal Home Loan Bank	Agency	4.22%	4.50%	2,000,000	12/12/2025	12/28/2022
Federal Farm Credit	Agency	4.07%	3.88%	2,000,000	12/23/2026	12/28/2022
Federal Farm Credit	Agency	4.00%	3.75%	2,000,000	12/22/2027	12/28/2022
Federal Home Loan Bank	Agency	4.03%	4.25%	2,000,000	12/10/2027	12/29/2022
Toyota Motor Credit Corp.	Corporate	4.70%	4.55%	2,000,000	09/20/2027	12/29/2022
Federal Home Loan Bank	Agency	4.79%	4.75%	3,000,000	03/08/2024	12/29/2022
Federal Home Loan Bank	Agency	4.72%	4.88%	3,000,000	06/14/2024	12/29/2022
				36,405,000		

**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 second quarter of the fiscal year which consist of months October, November, and December 2022.

**Environmental Assessment Status:** n/a**CEQA Review:** n/a

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

Attachment #2, City of Visalia

## Attachment #1

### City of Visalia Cash and Investment Summary Quarter Ended December 31, 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	\$ 88,275,000	\$ 85,504,379	\$ 84,266,661	17.52%	
Agency's	174,611,000	169,465,276	167,736,270	34.87%	
U.S. Treasury's	66,000,000	63,601,805	62,906,540	13.08%	
Municipal Bonds	100,345,000	95,946,366	94,501,606	19.65%	
<b>Total Security Investments</b>	<b>\$ 429,231,000</b>	<b>\$ 414,517,826</b>	<b>\$ 409,411,077</b>	<b>85.12%</b>	
<u>Other Investments</u>					
Local Agency Investment Fund (LAIF)	\$ 23,074,434	\$ 23,074,434	\$ 23,074,434	4.80%	
Local Agency Investment Fund (LAIF) - COVID	29,531,161	29,531,161	29,531,161	6.14%	
California Asset Management Program (CAMP)	18,660,619	18,660,619	18,660,619	3.88%	
Local Bonds	313,462	313,462	313,462	0.07%	
<b>Total Other Investments</b>	<b>\$ 71,579,676</b>	<b>\$ 71,579,676</b>	<b>\$ 71,579,676</b>	<b>14.88%</b>	
<b>Total Investments</b>	<b>\$ 500,810,676</b>	<b>\$ 486,097,502</b>	<b>\$ 480,990,753</b>	<b>100.0%</b>	<b>1.93%</b>
<u>Cash with Fiscal Agents</u>					
US Bank 2014 COP (Convention Center Refinancing)			\$ 2		
US Bank 2015 COP (VECC Loan)			10,681		
US Bank 2003 East Visalia RDA			293,479		
US Bank - Custodial Account			3,706		
Delta Dental (Dental Prefunding)			60,700		
Keenan & Associates (Workers Comp Prefunding)			316,554		
<b>Total Cash with Fiscal Agents</b>			<b>\$ 685,122</b>		
<u>Cash in Banks and Other Cash</u>					
Citizens Business Bank (Sweep and Operating)-estimate			\$ 4,966,114		
Petty Cash - Various City Offices			10,950		
<b>Total Cash in Banks and Other Cash</b>			<b>\$ 4,977,064</b>		
<b>Total Cash and Investments</b>			<b>\$ 486,652,939</b>		

# Attachment #2

## City of Visalia Investment Report By Maturity Date 12/31/2022

Investments	Type	Par Value	Book Value	Market Value	Coupon	Yield	% of Portfolio	Maturity	S&P/Moody's Credit Rating	Days to Maturity
U.S. Bank NA	Corporate	\$ 3,000,000.00	\$ 2,984,550.00	\$ 2,998,710.00	1.95%	1.42%	0.62%	01/09/23	AA-	9
Bank of America	Corporate	\$ 3,000,000.00	\$ 3,004,800.00	\$ 2,998,980.00	3.30%	2.00%	0.62%	01/11/23	A-	11
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,987,500.00	\$ 1,998,540.00	1.50%	0.09%	0.42%	01/15/23	Aaa	15
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,970,840.00	\$ 1,992,600.00	0.13%	1.65%	0.41%	02/03/23	AA+	34
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,992,340.00	\$ 1,994,580.00	2.00%	0.11%	0.41%	02/15/23	Aaa	46
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,966,020.00	\$ 1,986,660.00	0.13%	0.15%	0.41%	02/28/23	Aaa	59
Caterpillar Financial Service	Corporate	\$ 2,575,000.00	\$ 2,561,610.00	\$ 2,566,064.75	2.63%	0.55%	0.53%	03/01/23	A	60
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,997,300.00	\$ 1,993,020.00	2.50%	2.71%	0.41%	03/10/23	AA+	69
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,968,900.00	\$ 1,984,760.00	0.50%	0.11%	0.41%	03/15/23	Aaa	74
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,998,620.00	\$ 1,991,200.00	2.70%	2.72%	0.41%	04/11/23	AA+	101
WalMart Inc.	Corporate	\$ 1,000,000.00	\$ 999,970.00	\$ 993,760.00	2.55%	0.52%	0.21%	04/11/23	AA	101
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,959,760.00	\$ 1,976,720.00	0.25%	0.12%	0.41%	04/15/23	Aaa	105
Federal Home Loan Mortgage Corporation	Agency	\$ 5,000,000.00	\$ 4,900,650.00	\$ 4,937,350.00	0.38%	2.07%	1.03%	04/20/23	AA+	110
Bank of New York Mellon Corp.	Corporate	\$ 1,000,000.00	\$ 1,004,220.00	\$ 995,670.00	3.50%	0.55%	0.21%	04/28/23	A	118
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,955,000.00	\$ 1,972,500.00	0.13%	0.20%	0.41%	04/30/23	Aaa	120
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,979,760.00	\$ 1,981,400.00	1.63%	0.16%	0.41%	04/30/23	Aaa	120
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 2,004,960.00	\$ 1,991,400.00	3.00%	2.73%	0.41%	05/02/23	AA+	122
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,957,460.00	\$ 1,972,340.00	0.38%	1.24%	0.41%	05/05/23	AA+	125
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,936,190.00	\$ 2,958,510.00	0.38%	1.17%	0.62%	05/05/23	AA+	125
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,980,460.00	\$ 1,979,060.00	1.75%	0.14%	0.41%	05/15/23	Aaa	135
University of California Revenue	Muni	\$ 4,360,000.00	\$ 4,256,144.80	\$ 4,295,908.00	0.37%	1.70%	0.89%	05/15/23	AA-	135
Federal National Mortgage Association	Agency	\$ 2,200,000.00	\$ 2,149,906.00	\$ 2,163,304.00	0.25%	0.68%	0.45%	05/22/23	AA+	142
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,957,600.00	\$ 1,968,540.00	0.38%	1.25%	0.41%	05/23/23	AA+	143
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,936,400.00	\$ 2,952,810.00	0.38%	1.20%	0.61%	05/23/23	AA+	143
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,950,460.00	\$ 1,964,300.00	0.13%	0.21%	0.41%	05/31/23	Aaa	151
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,977,180.00	\$ 1,976,480.00	1.63%	0.18%	0.41%	05/31/23	Aaa	151
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,948,880.00	\$ 1,964,140.00	0.13%	0.16%	0.41%	06/02/23	AA+	153
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,930,640.00	\$ 2,946,630.00	0.35%	0.54%	0.61%	06/08/23	AA+	159
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,949,140.00	\$ 1,961,260.00	0.25%	0.15%	0.41%	06/15/23	Aaa	166
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,995,300.00	\$ 1,983,120.00	2.75%	0.16%	0.41%	06/19/23	AA+	170
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,992,950.00	\$ 2,974,680.00	2.75%	0.52%	0.62%	06/19/23	AA+	170
Federal Home Loan Mortgage Corporation	Agency	\$ 2,965,000.00	\$ 2,885,775.20	\$ 2,903,802.40	0.25%	0.19%	0.60%	06/26/23	AA+	177
U.S. Bank NA	Corporate	\$ 2,000,000.00	\$ 1,998,320.00	\$ 1,981,740.00	3.40%	1.05%	0.41%	07/24/23	AA-	205
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,940,000.00	\$ 1,947,340.00	0.13%	0.24%	0.40%	07/31/23	Aaa	212
CA State	Muni	\$ 2,940,000.00	\$ 2,950,907.40	\$ 2,926,623.00	3.40%	3.05%	0.61%	08/01/23	AA-	213
San Diego Community College District	Muni	\$ 3,375,000.00	\$ 3,340,372.50	\$ 3,328,560.00	2.00%	0.43%	0.69%	08/01/23	AAA	213
Bank of New York Mellon Corp.	Corporate	\$ 1,000,000.00	\$ 1,002,530.00	\$ 991,100.00	3.45%	1.87%	0.21%	08/11/23	A	223
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,999,800.00	\$ 1,982,240.00	3.25%	3.26%	0.41%	08/15/23	AA+	227
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,939,420.00	\$ 1,941,760.00	0.25%	0.20%	0.40%	08/24/23	AA+	236
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,909,760.00	\$ 2,909,790.00	0.13%	0.22%	0.60%	08/28/23	AA+	240
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,900,820.00	\$ 2,907,450.00	0.13%	0.22%	0.60%	09/08/23	AA+	251
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,987,720.00	\$ 1,966,840.00	2.38%	1.58%	0.41%	09/08/23	AA+	251
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,999,820.00	\$ 1,974,300.00	2.88%	2.36%	0.41%	09/12/23	AA+	255
Federal Farm Credit	Agency	\$ 2,500,000.00	\$ 2,419,650.00	\$ 2,419,175.00	0.22%	0.25%	0.50%	09/22/23	AA+	265
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,934,060.00	\$ 1,933,520.00	0.25%	0.26%	0.40%	09/30/23	Aaa	273
CA State	Muni	\$ 2,000,000.00	\$ 1,980,220.00	\$ 1,970,560.00	2.25%	3.15%	0.41%	10/01/23	AA-	274
CA State	Muni	\$ 2,500,000.00	\$ 2,475,275.00	\$ 2,463,200.00	2.25%	1.00%	0.51%	10/01/23	AA-	274
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,899,020.00	\$ 2,897,340.00	0.29%	0.64%	0.60%	10/12/23	AA+	285
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,893,710.00	\$ 2,893,470.00	0.13%	0.46%	0.60%	10/16/23	AA+	289
CA State	Muni	\$ 1,500,000.00	\$ 1,498,260.00	\$ 1,484,070.00	3.00%	0.35%	0.31%	11/01/23	AA-	305
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,893,950.00	\$ 2,886,150.00	0.25%	1.39%	0.60%	11/06/23	AA+	310
Bristol-Myers Squibb Co.	Corporate	\$ 3,000,000.00	\$ 2,895,240.00	\$ 2,890,200.00	0.54%	0.19%	0.60%	11/13/23	A+	317
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,927,340.00	\$ 1,923,120.00	0.25%	0.65%	0.40%	11/15/23	Aaa	319
Federal Farm Credit	Agency	\$ 3,000,000.00	\$ 2,904,210.00	\$ 2,883,180.00	0.55%	0.75%	0.60%	11/24/23	AA+	328
Federal National Mortgage Association	Agency	\$ 2,200,000.00	\$ 2,119,810.00	\$ 2,113,298.00	0.25%	0.90%	0.44%	11/27/23	AA+	331
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,932,040.00	\$ 1,924,220.00	0.50%	0.66%	0.40%	11/30/23	Aaa	334
Sacramento County Sanitation District	Muni	\$ 1,500,000.00	\$ 1,452,855.00	\$ 1,452,285.00	0.76%	2.75%	0.30%	12/01/23	AA	335
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,924,380.00	\$ 1,917,080.00	0.25%	0.21%	0.40%	12/04/23	AA+	338
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 2,010,500.00	\$ 1,971,220.00	3.38%	2.68%	0.41%	12/08/23	AA+	342
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,919,060.00	\$ 1,915,860.00	0.13%	0.67%	0.40%	12/15/23	Aaa	349
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,898,930.00	\$ 2,878,680.00	0.63%	0.75%	0.60%	12/22/23	AA+	356
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,990,000.00	\$ 1,958,920.00	2.63%	0.68%	0.41%	12/31/23	Aaa	365
City of Oakland	Muni	\$ 3,435,000.00	\$ 3,342,735.90	\$ 3,324,015.15	1.58%	1.56%	0.69%	01/15/24	AA	380
Bank of America	Corporate	\$ 3,000,000.00	\$ 3,032,010.00	\$ 2,974,170.00	4.13%	0.44%	0.62%	01/22/24	A-	387
U.S. Bancorp	Corporate	\$ 2,500,000.00	\$ 2,511,575.00	\$ 2,467,200.00	3.70%	1.32%	0.51%	01/30/24	A+	395

**City of Visalia  
Investment Report  
By Maturity Date  
12/31/2022 (cont.)**

Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,985,820.00	\$ 1,952,000.00	2.50%	1.76%	0.41%	02/05/24	AA+	<b>401</b>
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,916,560.00	\$ 1,901,080.00	0.25%	0.29%	0.40%	02/26/24	AA+	<b>422</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,963,120.00	\$ 1,932,180.00	1.88%	1.46%	0.40%	03/08/24	AA+	<b>433</b>
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,998,626.00	\$ 2,994,540.00	4.75%	4.79%	0.62%	03/08/24	AA+	<b>433</b>
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,915,780.00	\$ 1,894,940.00	0.30%	0.31%	0.39%	03/18/24	AA+	<b>443</b>
CA ST	Muni	\$ 2,000,000.00	\$ 1,988,780.00	\$ 1,964,700.00	3.00%	3.37%	0.41%	04/01/24	AA-	<b>457</b>
CA ST	Muni	\$ 3,000,000.00	\$ 2,955,930.00	\$ 2,947,050.00	3.00%	4.00%	0.61%	04/01/24	AA-	<b>457</b>
CA ST	Muni	\$ 3,000,000.00	\$ 2,938,140.00	\$ 2,947,050.00	3.00%	4.50%	0.61%	04/01/24	AA-	<b>457</b>
Citigroup	Corporate	\$ 5,000,000.00	\$ 4,964,150.00	\$ 4,869,000.00	3.35%	3.35%	1.01%	04/29/24	A	<b>485</b>
Bank of America	Corporate	\$ 3,000,000.00	\$ 2,872,890.00	\$ 2,914,350.00	3.10%	3.10%	0.61%	04/29/24	A-	<b>485</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,992,820.00	\$ 1,953,800.00	2.88%	1.85%	0.41%	06/14/24	AA+	<b>531</b>
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 3,006,096.00	\$ 3,003,630.00	4.88%	4.72%	0.62%	06/14/24	AA+	<b>531</b>
Toyota Motor Credit	Corporate	\$ 3,000,000.00	\$ 2,820,240.00	\$ 2,804,400.00	0.50%	0.59%	0.58%	06/14/24	A+	<b>531</b>
Federal Home Loan Mortgage Corporation	Agency	\$ 3,750,000.00	\$ 3,556,800.00	\$ 3,502,650.00	0.38%	0.38%	0.73%	06/28/24	AA+	<b>545</b>
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,954,820.00	\$ 1,914,500.00	1.75%	1.68%	0.40%	07/02/24	AA+	<b>549</b>
American Honda Finance Corp.	Corporate	\$ 2,500,000.00	\$ 2,347,975.00	\$ 2,334,225.00	0.55%	0.71%	0.49%	07/12/24	A-	<b>559</b>
Santa Clara County	Muni	\$ 6,535,000.00	\$ 6,381,819.60	\$ 6,282,683.65	2.00%	2.73%	1.31%	08/01/24	AAA	<b>579</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,936,960.00	\$ 1,898,900.00	1.50%	1.45%	0.39%	08/15/24	AA+	<b>593</b>
City of Berkeley	Muni	\$ 800,000.00	\$ 802,672.00	\$ 781,896.00	3.50%	1.95%	0.16%	09/01/24	AA+	<b>610</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,991,720.00	\$ 1,941,540.00	2.88%	1.64%	0.40%	09/13/24	AA+	<b>622</b>
Toyota Motor Credit	Corporate	\$ 3,000,000.00	\$ 2,818,500.00	\$ 2,791,770.00	0.63%	1.04%	0.58%	09/13/24	A+	<b>622</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,981,106.31	\$ 1,964,420.00	3.50%	4.00%	0.41%	09/13/24	AA+	<b>622</b>
CA ST	Muni	\$ 3,000,000.00	\$ 3,041,280.00	\$ 3,046,830.00	5.50%	4.72%	0.63%	10/01/24	AA-	<b>640</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,988,180.00	\$ 1,997,680.00	4.50%	4.83%	0.42%	10/03/24	AA+	<b>642</b>
Federal National Mortgage Association	Agency	\$ 3,000,000.00	\$ 2,907,120.00	\$ 2,849,970.00	1.63%	0.75%	0.59%	10/15/24	AA+	<b>654</b>
Bank of New York Mellon Corp.	Corporate	\$ 3,000,000.00	\$ 2,902,950.00	\$ 2,860,050.00	2.10%	0.52%	0.59%	10/24/24	A	<b>663</b>
Bank of New York Mellon Corp.	Corporate	\$ 3,000,000.00	\$ 2,902,950.00	\$ 2,860,050.00	2.10%	1.93%	0.59%	10/24/24	A	<b>663</b>
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,856,687.50	\$ 1,866,720.00	0.75%	4.31%	0.39%	11/15/24	Aaa	<b>685</b>
CA State Department Water	Muni	\$ 5,000,000.00	\$ 4,667,800.00	\$ 4,621,900.00	0.51%	1.59%	0.96%	12/01/24	AAA	<b>701</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,985,800.00	\$ 1,935,940.00	2.75%	1.48%	0.40%	12/13/24	AA+	<b>713</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,991,660.00	\$ 2,000,680.00	4.63%	4.83%	0.42%	12/13/24	AA+	<b>713</b>
State Street Corp.	Corporate	\$ 3,000,000.00	\$ 2,978,940.00	\$ 2,927,820.00	3.30%	0.64%	0.61%	12/16/24	A	<b>716</b>
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,931,180.00	\$ 1,889,280.00	1.63%	0.36%	0.39%	01/07/25	AA+	<b>738</b>
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,918,200.00	\$ 1,879,680.00	1.38%	0.52%	0.39%	01/31/25	Aaa	<b>762</b>
Federal Home Loan Mortgage Corporation	Agency	\$ 3,000,000.00	\$ 2,883,750.00	\$ 2,826,840.00	1.50%	0.74%	0.59%	02/12/25	AA+	<b>774</b>
Toyota Motor Credit	Corporate	\$ 5,000,000.00	\$ 4,766,850.00	\$ 4,698,400.00	1.80%	2.30%	0.98%	02/13/25	A+	<b>775</b>
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,948,680.00	\$ 1,902,960.00	2.00%	0.52%	0.40%	02/15/25	Aaa	<b>777</b>
U.S. Treasury	Treasury	\$ 5,000,000.00	\$ 4,949,050.00	\$ 4,817,200.00	2.63%	2.36%	1.00%	03/31/25	Aaa	<b>821</b>
Bay Area Toll Authority	Muni	\$ 3,000,000.00	\$ 2,837,910.00	\$ 2,861,190.00	2.33%	4.70%	0.59%	04/01/25	AA	<b>822</b>
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,870,200.00	\$ 1,837,480.00	0.63%	0.59%	0.38%	04/22/25	AA+	<b>843</b>
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,870,680.00	\$ 1,837,480.00	0.63%	3.15%	0.38%	04/22/25	AA+	<b>843</b>
Federal Farm Credit	Agency	\$ 5,000,000.00	\$ 4,955,300.00	\$ 4,804,950.00	2.75%	2.75%	1.00%	04/25/25	AA+	<b>846</b>
Citigroup	Corporate	\$ 5,000,000.00	\$ 4,911,650.00	\$ 4,783,700.00	4.00%	4.00%	0.99%	05/13/25	A	<b>864</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 1,862,940.00	\$ 1,828,360.00	0.63%	0.52%	0.38%	06/13/25	AA+	<b>895</b>
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,855,220.00	\$ 1,819,820.00	0.50%	0.46%	0.38%	06/17/25	AA+	<b>899</b>
Citigroup	Corporate	\$ 3,000,000.00	\$ 2,996,910.00	\$ 2,893,860.00	4.75%	4.75%	0.60%	06/30/25	A	<b>912</b>
Los Angeles School District	Muni	\$ 3,345,000.00	\$ 3,122,958.90	\$ 3,072,415.95	1.25%	1.09%	0.64%	07/01/25	Aa3	<b>913</b>
JP Morgan Chase Co.	Corporate	\$ 1,450,000.00	\$ 1,452,291.00	\$ 1,417,549.00	3.90%	1.07%	0.29%	07/15/25	A-	<b>927</b>
Federal Home Loan Mortgage Corporation	Agency	\$ 2,996,000.00	\$ 2,763,660.20	\$ 2,711,230.20	0.38%	0.46%	0.56%	07/21/25	AA+	<b>933</b>
Los Angeles Commty College	Muni	\$ 5,000,000.00	\$ 4,609,550.00	\$ 4,521,050.00	0.77%	0.97%	0.94%	08/01/25	AA+	<b>944</b>
U.S. Treasury	Treasury	\$ 2,000,000.00	\$ 1,932,625.00	\$ 1,941,720.00	3.13%	4.38%	0.40%	08/15/25	Aaa	<b>958</b>
John Deere Capital Corp.	Corporate	\$ 2,000,000.00	\$ 1,952,040.00	\$ 1,935,360.00	3.40%	4.27%	0.40%	09/11/25	A	<b>985</b>
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,878,860.00	\$ 2,807,370.00	1.75%	1.33%	0.58%	09/12/25	AA+	<b>986</b>
Los Angeles School District	Muni	\$ 5,000,000.00	\$ 4,690,250.00	\$ 4,593,600.00	1.54%	1.58%	0.96%	09/15/25	A+	<b>989</b>
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,834,580.00	\$ 1,799,760.00	0.38%	0.44%	0.37%	09/23/25	AA+	<b>997</b>
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,834,580.00	\$ 1,799,760.00	0.38%	0.90%	0.37%	09/23/25	AA+	<b>997</b>
Federal Home Loan Mortgage Corporation	Agency	\$ 2,000,000.00	\$ 1,838,820.00	\$ 1,797,360.00	0.55%	0.55%	0.37%	09/30/25	AA+	<b>1004</b>
CA ST	Muni	\$ 3,000,000.00	\$ 3,060,360.00	\$ 3,067,080.00	5.50%	4.74%	0.64%	10/01/25	AA-	<b>1005</b>
Procter & Gamble Co.	Corporate	\$ 3,000,000.00	\$ 2,758,680.00	\$ 2,690,610.00	0.55%	0.69%	0.56%	10/29/25	AA-	<b>1033</b>
CA State	Muni	\$ 2,000,000.00	\$ 1,976,280.00	\$ 1,914,540.00	3.00%	0.70%	0.40%	11/01/25	AA-	<b>1036</b>
CA State University	Muni	\$ 5,555,000.00	\$ 5,089,990.95	\$ 4,974,558.05	0.89%	1.63%	1.03%	11/01/25	AA-	<b>1036</b>
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,836,200.00	\$ 1,798,500.00	0.50%	0.68%	0.37%	11/07/25	AA+	<b>1042</b>
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,836,200.00	\$ 1,798,500.00	0.50%	1.13%	0.37%	11/07/25	AA+	<b>1042</b>
U.S. Bancorp	Corporate	\$ 3,000,000.00	\$ 3,014,670.00	\$ 2,926,740.00	3.95%	0.75%	0.61%	11/17/25	A+	<b>1052</b>
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 2,015,186.78	\$ 2,009,580.00	4.50%	4.22%	0.42%	12/12/25	AA+	<b>1077</b>



**City of Visalia  
Investment Report  
By Maturity Date  
12/31/2022 (cont.)**

John Deere Capital Corp.	Corporate	\$ 3,000,000.00	\$ 2,708,820.00	\$ 2,669,520.00	0.70%	0.74%	0.56%	01/15/26	A	1111
Charles Schwab Corp.	Corporate	\$ 4,000,000.00	\$ 3,588,400.00	\$ 3,547,920.00	0.90%	1.04%	0.74%	03/11/26	A	1166
CA State	Muni	\$ 3,400,000.00	\$ 3,301,740.00	\$ 3,196,986.00	2.65%	0.97%	0.66%	04/01/26	AA-	1187
CA State	Muni	\$ 1,320,000.00	\$ 1,281,852.00	\$ 1,241,182.80	2.65%	3.18%	0.26%	04/01/26	AA-	1187
Bay Area Toll Authority	Muni	\$ 2,405,000.00	\$ 2,218,925.15	\$ 2,250,118.00	2.43%	4.90%	0.47%	04/01/26	AA	1187
Amazon.Com Inc.	Corporate	\$ 3,000,000.00	\$ 2,728,230.00	\$ 2,657,040.00	1.00%	1.02%	0.55%	05/12/26	AA	1228
John Deere Capital Corp.	Corporate	\$ 1,250,000.00	\$ 1,129,837.50	\$ 1,109,262.50	1.05%	0.91%	0.23%	06/17/26	A	1264
U.S. Treasury	Treasury	\$ 3,000,000.00	\$ 2,754,030.00	\$ 2,682,660.00	0.88%	1.61%	0.56%	06/30/26	Aaa	1277
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,987,840.00	\$ 2,014,700.00	4.50%	4.68%	0.42%	07/27/26	AA+	1304
U.S. Treasury	Treasury	\$ 5,000,000.00	\$ 4,534,400.00	\$ 4,418,150.00	0.63%	2.58%	0.92%	07/31/26	Aaa	1308
Los Angeles Commty College	Muni	\$ 2,000,000.00	\$ 1,819,360.00	\$ 1,760,760.00	1.17%	2.38%	0.37%	08/01/26	AA+	1309
Fremont Unified School District	Muni	\$ 5,470,000.00	\$ 4,928,907.60	\$ 4,727,228.70	0.83%	3.30%	0.98%	08/01/26	AA-	1309
Upper Santa Clara Valley Joint Powers Authority	Muni	\$ 3,700,000.00	\$ 3,358,046.00	\$ 3,263,104.00	1.18%	3.43%	0.68%	08/01/26	AA	1309
San Jose Unified School District	Muni	\$ 2,205,000.00	\$ 2,205,352.80	\$ 2,114,021.70	3.37%	3.55%	0.44%	08/01/26	AA+	1309
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,841,000.00	\$ 2,754,840.00	1.88%	1.12%	0.57%	09/11/26	AA+	1350
Federal National Mortgage Association	Agency	\$ 2,000,000.00	\$ 1,903,000.00	\$ 1,845,300.00	1.88%	1.21%	0.38%	09/24/26	AA+	1363
U.S. Treasury	Treasury	\$ 3,000,000.00	\$ 2,752,200.00	\$ 2,663,790.00	0.88%	3.02%	0.55%	09/30/26	Aaa	1369
CA State	Muni	\$ 3,000,000.00	\$ 2,868,990.00	\$ 2,761,590.00	2.38%	1.05%	0.57%	10/01/26	AA-	1370
CA State Department Water	Muni	\$ 5,000,000.00	\$ 4,502,700.00	\$ 4,344,850.00	1.05%	1.68%	0.90%	12/01/26	AAA	1431
Federal Home Loan Bank	Agency	\$ 3,000,000.00	\$ 2,774,250.00	\$ 2,685,510.00	1.25%	1.66%	0.56%	12/21/26	AA+	1451
Federal Home Loan Bank	Agency	\$ 5,000,000.00	\$ 4,623,750.00	\$ 4,475,850.00	1.25%	2.70%	0.93%	12/21/26	AA+	1451
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,985,760.00	\$ 1,978,360.00	3.88%	4.07%	0.41%	12/23/26	AA+	1453
U.S. Treasury	Treasury	\$ 5,000,000.00	\$ 4,746,100.00	\$ 4,579,300.00	1.88%	2.37%	0.95%	02/28/27	Aaa	1520
Amazon.Com Inc.	Corporate	\$ 5,000,000.00	\$ 4,905,300.00	\$ 4,745,000.00	3.30%	3.38%	0.99%	04/13/27	AA	1564
Federal Farm Credit	Agency	\$ 5,000,000.00	\$ 4,947,400.00	\$ 4,759,850.00	2.88%	2.88%	0.99%	04/26/27	AA+	1577
U.S. Treasury	Treasury	\$ 3,000,000.00	\$ 2,900,812.50	\$ 2,775,120.00	2.25%	2.97%	0.58%	08/15/27	Aaa	1688
Toyota Motor Credit	Corporate	\$ 2,000,000.00	\$ 1,987,280.00	\$ 1,972,440.00	4.55%	4.70%	0.41%	09/20/27	A+	1724
Federal Home Loan Bank	Agency	\$ 2,000,000.00	\$ 2,019,380.00	\$ 2,011,620.00	4.25%	4.03%	0.42%	12/10/27	AA+	1805
Federal Farm Credit	Agency	\$ 2,000,000.00	\$ 1,977,580.00	\$ 1,970,100.00	3.75%	4.00%	0.41%	12/22/27	AA+	1817
<b>Total Investments</b>		<b>\$ 429,231,000.00</b>	<b>\$ 414,517,825.59</b>	<b>\$ 409,411,076.85</b>			<b>85.1%</b>			
<b>Other Investments</b>										
Local Agency Investment Funds (LAIF)	LAIF	\$ 23,074,433.92	\$ 23,074,433.92	\$ 23,074,433.92	1.98%	1.98%	4.8%	12/31/22	N/A	-
Local Agency Investment Funds (LAIF) - COVID	LAIF	\$ 29,531,161.40	\$ 29,531,161.40	\$ 29,531,161.40	1.98%	1.98%	6.1%	12/31/22	N/A	-
California Asset Management Program (CAMP)	CAMP	\$ 18,660,618.72	\$ 18,660,618.72	\$ 18,660,618.72	4.30%	4.30%	3.9%	12/31/22	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	1248
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	2802
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	2802
<b>Total Other Investments</b>		<b>\$ 71,579,675.74</b>	<b>\$ 71,579,675.74</b>	<b>\$ 71,579,675.74</b>			<b>14.9%</b>			

<b>Total Portfolio Holdings</b>		<b>\$ 500,810,675.74</b>	<b>\$ 486,097,501.33</b>	<b>\$ 480,990,752.59</b>	<b>1.93%</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 #:** 23-0085

**Agenda Date:** 3/20/2023

**Agenda #:** 4.

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### **Agenda Item Wording:**

Acceptance of the 2022 Housing Element Annual Progress Report (APR).

Deadline for Action: 3/20/2023

**Submitting Department:** Community Development

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

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

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### **Department Recommendation:**

Staff recommends that the City Council receive the 2022 Housing Element Annual Progress Report and authorize staff to forward the report to the State Department of Housing and Community Development (HCD).

### **Background Discussion:**

Pursuant to State Housing Law (Government Code Section §65400), cities and counties are required to report their progress on implementing their current Housing Elements. The report includes a summary of the jurisdiction's housing activity, progress in reaching their Regional Housing Needs Assessment (RHNA) by income level, and progress in implementing our Housing Element's goals and programs.

The report is a useful tool for City officials, staff, citizens, and stakeholder groups interested in the City's housing trends, particularly as they relate to affordable housing. The report must be reviewed by the City Council, submitted to HCD by April 1st, and accepted by HCD. Failure to prepare and deliver the report on a timely basis incurs risk of the City losing future housing grant funding opportunities.

The report demonstrates that the City follows all applicable State laws and policies pertaining to housing, and that the City is implementing its housing policies and programs as articulated in its midcycle or four-year update to the 5<sup>th</sup> Cycle Housing Element adopted in December 2019. (Currently staff is working together with consultants on the preparation of a 6<sup>th</sup> Cycle Housing Element, which is due to the State by December 31, 2023.)

The 2022 APR forms and tables are largely unchanged from the previous year's format. The APR continues to require listing and affordability determination of all "considered" housing projects (i.e., potential projects submitted to the Site Plan Review Committee), completed entitlements, and individual building permits for every individual housing unit. Jurisdictions report these units to gain

credit against their RHNA housing unit requirements. The expanded reporting is in accordance with the State's enhanced focus on the housing development process.

All residential building permits must be tracked through to their final grant of occupancy. Only units that receive issuance of a building permit during the reporting period are counted toward the jurisdiction's RHNA allocation. Notwithstanding the interest in the jurisdiction's performance on providing affordable housing to lower income households, the APR requires detailed permit information on all residential units.

The contents of the APR are described below along with their applicability to the City of Visalia.

	Table Name	Description
Table A	Housing development applications submitted	Lists all applications deemed complete in 2022. Examples: Subdivision Maps, Conditional Use Permits, Site Plan Review applications receiving a "Revise & Proceed" and needing no further entitlements.
Table A2	Annual building activity report summary	Lists all housing units that have received an entitlement, issued and/or finalized building permit in 2022. Examples: building permits for single-family, multi-family, and accessory dwelling units, applications listed in Table A.
Table B	RHNA Progress	Summary of permits issued by income level in each year of RHNA allocation.
Table C	Sites identified / rezoned to accommodate shortfall housing need	<b>N/A for Visalia.</b> The City maintains a surplus in all levels.
Table D	Program implementation status	Reports on all mid-cycle update to the 5 <sup>th</sup> Cycle Housing Element programs.
Table E	Commercial development bonuses approved	<b>N/A for Visalia.</b> No such applications received in reporting period.
Table F	Units rehabilitated, preserved and acquired for alternative adequate sites	<b>N/A for Visalia.</b> Optional table.
Table F2	Above moderate income units converted to moderate income units	<b>N/A for Visalia.</b> Optional table. New table for 2022.
Table G	Locally owned lands included in Housing Element sites inventory that have been sold, leased, or disposed	<b>N/A for Visalia.</b> No locally owned inventoried land has been sold.
Table H	Locally Owned or Controlled Lands Declared Surplus	Lists sites designated as surplus. Currently none of these sites contain housing.
Table I	Lot splits applied for or units constructed pursuant to SB 9	<b>N/A for Visalia.</b> No lot splits or units were applied for in 2022.
Table J	Student housing development with a density bonus approved	<b>N/A for Visalia.</b> No student housing applied for.

Summary	Summary of data from preceding tables	Summary of data from preceding tables
LEAP Reporting	Status of proposed uses listed in LEAP application and the corresponding impact on housing	Reports the City's progress on its LEAP grant, which was approved in 2021.

## Summary of Report:

### Table A: Application Submittal Summary

- **Entitlement Applications.** Entitlement applications reflecting a total of 1,890 units were submitted and deemed complete in 2022. Excepting for three deed-restricted affordability apartment complexes comprising 856 units that were approved in January and February 2023, all other entitlement applications were approved in 2022. This includes:
  - two conditional use permit (CUP) applications for apartments totaling 304 units:
    - Orchard Walk Townhomes, Riggins & Court, 234 units;
    - Highland Avenue Senior Apartments, 2400 N. Highland Avenue, 70 units (deed restricted for Very Low Income category).
  - one CUP application for a single-family residence in a multi-family residential zone,
  - three parcel maps yielding 7 developable lots, and
  - six subdivision maps totaling 612 single-family residential units (refer to Table A).
- **Site Plan Review by-right uses.** Units tallied through Site Plan Review applications for by-right uses receiving a "Revise & Proceed" are approximately 110 units over six projects, including one 80-unit deed-restricted Very Low and Low Income development (Rancho Colegio, Dinuba & Glendale, Self-Help Enterprises) and one 6-unit deed-restricted Very Low Income Development (Santa Fe & Tulare, Habitat For Humanity).

### Table A2: Building Activity

Comparative data sets between the 2019, 2020, 2021, and 2022 APR submittals are shown in the tables below:

<u>Residential Permit Category</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Issued building permits: ADUs	4	2	5	16
Single-Family Units	633	599	632	540
Multi-Family Units	61	6	204	695
Granted occupancy: ADUs	1	3	4	8
Single-Family Units	529	571	590	651
Multi-Family Units	72	38	2	43

<u>Affordability by Income (issued permits)</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
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Above Moderate	169	92	76	124
Moderate	463	504	548	411
Low	46	10	170	657
Very Low	20	1	40	21
Extremely Low	0	0	7	38
<b>TOTAL</b>	<b>698</b>	<b>607</b>	<b>841</b>	<b>1,251</b>

- **Multi-Family Residential.** The 695 multi-family units that were issued permits are all classified as affordable to the Extremely Low, Very Low, or Low Income categories based on the density of the units' underlying zone district. The largest contributing projects are:
  - Reserve at Ritchie Ranch (Akers & Riffin, 219 units),
  - Village at Shannon Parkway (Court & Shannon, 204 units),
  - Visalia Apartments (Shirk & Doe, 124 units),
  - Lofts at Fort Visalia (Bridge & Oak, 80 units),
  - Wood Ranch Unit 3 (Noble & Summit, 38 units), and
  - Diamond Oaks (Burke & Caldwell, 12 units).
- **Deed Restricted Affordability.** Permits issued for 79 multi-family units, all affiliated with the Lofts at Fort Visalia to be managed by Self-Help Enterprises, will be deed restricted units. This project consists of 34 units affordable to Extremely Low Income, 16 units affordable to Very Low Income, and 29 units affordable to Low Income, plus one non-deed restricted managers' unit. Also, permits issued for five single-family units, constructed by Self-Help Enterprises at Court Street & Northwest 5<sup>th</sup> Avenue, will be deed restricted units to first-time homebuyers in the Low Income category.
- **Single-Family Residential - Very Low Income Affordability.** A total of nine accessory dwelling units (ADUs) were issued permits classified as affordable to the Very Low Income category based on total valuation of the permit and number of bedrooms.
- **Single-Family Residential - Low Income Affordability.** A total of four ADUs and three single-family residences were issued permits classified as affordable to the Low Income category based on total valuation of the permit and number of bedrooms.
- **Single-Family Residential - Moderate & Above Moderate Affordability.** A total of 411 single-family residences are classified as affordable to the Moderate Income category, and 124 single-family residences are classified as affordable to the Above Moderate Income category, based on total valuation of the permit and number of bedrooms.
- **Affordability Determination.** Like in previous reporting years, affordability in the 2022 reporting year was determined based on an affordability calculator made available by State HCD through their website.

**Table B: Regional Housing Needs Assessment (RHNA) Compliance:**

There were no discretionary actions that affected the City's RHNA obligations. Consequently, the

RHNA remains in compliance with the Housing Element and State law.

**Table D: Housing Element Implementation:**

One key program accomplishment for 2022 was the approval of a Zoning Text Amendment (ZTA) on April 18, 2022, for an implementation program to address other zone districts where emergency shelters may be allowed as a permitted or conditional use and the development of performance standards (Program 5.3).

The City also completed work on two implementation programs intended to promote the production of ADUs - preparation of pre-approved ADU building plans for use by the public (Program 3.23) and preparation of an ADU impact fee study to justify reduction of development fees (Program 3.12).

Also, in 2022, the City provided financial assistance in the form of HOME and LMIHAF funds for the development of the 80-unit Lofts at Fort Visalia mixed-use development, and CDBG, PLHA, and LMIHAF funds towards the development of a 100-bed Low-Barrier Navigation Center (Programs 3.5.2 and 6.2). The City also provided financing and forgivable financing as an incentive for affordable housing (Program 3.11).

**Fiscal Impact:**

None. However, failure to submit the report in a timely manner exposes the City to risk of being ineligible for future State housing grant opportunities.

**Prior Council Action:**

The mid-cycle or four-year update to the 5th Cycle Housing Element (from which the Implementation Programs in Table D of the APR are reviewed) was approved by the City Council on December 3, 2019. On March 21, 2022, the City Council received the 2021 Housing Element Annual Progress Report and authorized staff to submit the report to the State Department of Housing and Community Development (HCD).

**Other:** None.

**Alternatives:**

Direct revisions to the report and submit by April 1st, and/or report back to the City Council with additional information as directed.

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

I move to accept the report and direct staff to forward the final report to the State Department of Housing and Community Development.

**Environmental Assessment Status:**

Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15306 (Information Collection).

**CEQA Review:**

California Environmental Quality Act (CEQA) Guidelines Section 15306 (Information Collection).

**Attachments:**

1. 2022 Annual Progress Report





Note: "+" indicates an optional field

Cells in gray contain auto-calculation formulas

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

37











Jurisdiction	Visalia
Reporting Year	2022 (Jan. 1 - Dec. 31)
Planning Period	5th Cycle 12/31/2015 - 12/31/2023

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2								3	4	
Income Level		RHNA Allocation by Income Level		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted		-	9	36	2	-	-	-	43	50	-		
	Non-Deed Restricted	2,616	-	-	42	-	-	20	1	4	9	-	216	2,400
Low	Deed Restricted		-	106	-	72	-	-	-	22	34	-		
	Non-Deed Restricted	1,931	-	-	118	-	86	46	10	148	623	-	1,265	666
Moderate	Deed Restricted		-	-	-	-	-	-	-	-	-	-		
	Non-Deed Restricted	1,802	-	132	279	29	102	463	504	548	411	-	2,468	-
Above Moderate		3,672	-	367	246	403	391	169	92	76	124	-	1,868	1,804
Total RHNA		10,021												
Total Units			-	614	721	506	579	698	607	841	1,251	-	5,817	4,870
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5										6	7	
		Extremely Low-Income Need		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		1,308		-	-	-	-	-	-	7	37	-	44	1,264

\*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Jurisdiction		Visalia	
Reporting Year		2022 (Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
HE Program 1.1 DESIGNATE FOR SUFFICIENT LAND	No net loss of land designated for Median, Low, Very Low, and Extremely Low Income Categories	Annually	A sufficient balance of all income categories continues to exist. There was no loss of land designated for these categories in 2022. Specifically there were no General Plan Amendment nor Change of Zone entitlements processed in 2022 resulting in a reduction of land designations for these income categories.
HE Program 1.2 CONTACT WITH CITY OFFICIALS	Conduct one discussion session by the Building Advisory Committee (BAC) quarterly meeting, and report back to the Committee on any issues raised within two CRC Quarterly meetings.	Annually	There was one meeting of the Building Advisory Committee held in 2022: on November 16. No discussion was voiced by members or attendees regarding specific controls or building standards that would discourage affordable or multi-family housing.
HE Program 1.3 SENIOR HOUSING RESIDENTIAL DEVELOPMENT BY RIGHT	Complete Ordinance Amendment within one year of Housing Element certification.	2020	Completed in 2021. No changes in 2022.
HE Program 1.4 CONDITIONAL USE PERMIT PROCESS	Provide a report to the Planning Commission on an annual basis that summarizes all multi-family residential projects considered by the Commission.	Annually	During 2022, the Planning Commission considered two multi-family residential development projects, one of which was over 80 units. A report for the 2022 year is anticipated to be presented to the Commission in April 2023.
HE Program 1.5 HOUSING EDUCATION	Schedule, coordinate and conduct at least one subject public meeting or stakeholder group seminar per year	Annually	In 2022, the Housing Authority of Tulare County conducted a public hearing to explain their Moving to Work Program Plan, Section 8, and Public Housing Programs. The City held 3 public hearings and 2 community meetings covering CDBG and HOME funded programs, which included affordable housing programs.



HE Program 1.6 PROJECT STATUS REPORT	Meet all prescribed processing timelines as contained in the City's Zoning Ordinance and Community Development Department policies and procedures. Establish a tracking system for length of time taken to process entitlement requests. Staff shall review the tracking system on an ongoing basis to assess where specific types of permits can be processed more efficiently.	Daily, Ongoing	The City continues to utilize its electronic permitting software (Accela) to track the progress and length of time for development processing against established goals, striving to establish industry leading review times, while continuing to monitor the efficiency for various permit types to improve further. In 2022, the Community Development Department was able to build upon the successes seen in late 2021, ensuring permit processing timelines were met and occasionally exceeding City standard timelines despite a very active year for permit submittals. These efforts resulted in the City having 0 over-target permits for the majority of the year, with the latter half reaching better than a 98% success rate with zero over target permits.
HE Program 2.1 INFILL SITE INVENTORY	Inventory document to be maintained at Community Development front counter and on City website, and to be updated on an annual basis.	Annually	The infill site inventory is maintained and kept at the Community Development front counter as well as online at <a href="https://www.visalia.city/depts/community_development/planning/planning_information/default.asp">https://www.visalia.city/depts/community_development/planning/planning_information/default.asp</a> .
HE Program 2.2 INCENTIVES FOR DOWNTOWN HOUSING	Five units of residential converted from commercial space, or one new multi-family residential project per year.	Ongoing	In 2022 one building permit was issued (B214985) involving the creation of 80 new affordable dwelling units in the downtown. The City provided support in the applicant's pursuit of funding towards this project, and granted off-site development standard concessions affiliated with a density bonus request.
HE Program 2.3 INFRASTRUCTURE FUNDING PROGRAM	Apply for at least one qualifying grant	Annually	In 2022 the City applied for six grants related to infrastructure projects and was awarded one. The awards received were for the construction of an inclusive playground and water play area located on property situated between the Downtown and East Downtown area. Also in 2022, the City was awarded two grants for infrastructure projects that were applied for in 2021. One of these grants was for the construction of protected bicycle lanes and ADA compliant ramps along Houston Avenue that connects an area with a higher concentration of housing for lower income households to the Downtown.
HE Program 2.4 MIXED USE DEVELOPMENT	At least one qualifying project per year	Ongoing	In 2022 one building permit was issued for (B214985) involving the creation of 80 new affordable dwelling units in the downtown. This is a mixed use development that includes live/work lofts and 3,090 sq. ft. of office space.
HE Program 2.5 INCENTIVES FOR INFILL AFFORDABLE HOUSING	Provide a report to the Planning Commission on an annual basis that summarizes projects that have utilized the incentive program.	Annually	In 2022, there have been no developments that have met the requirements and/or utilized the incentive of the fee reduction.
HE Program 2.6 DOWNTOWN AND MIXED USE RESIDENTIAL DEVELOPMENT BY RIGHT	Complete Ordinance Amendment and study within one year of Housing Element certification.	2020	Completed in 2021. No changes in 2022.

HE Program 3.1 LEGISLATIVE RELIEF	N/A	Ongoing	The City Council has adopted positions related to State legislation (April 4, 2022) and Federal legislation (April 4, 2022), related to the promotion of the development of affordable, sustainable, and accessible housing, and the promotion of funding towards grants and housing.
HE Program 3.2 MULTIPLE-FAMILY DEVELOPMENTS	Develop 400 multi-family units (20 extremely low, 40 very low, 60 low, and 80 moderate, and 200 above moderate) over the four year period.	Annually	In 2022 the City issued permits for 691 multi-family units for a total of 901 units in the four-year period between 2020 and 2023.
HE Program 3.3 FIRST-TIME HOMEBUYER PROGRAM	Assist 50 low- and moderate-income first-time homebuyers over the next five years.	Ongoing	In 2022, five single-family homes began construction on NW 5th Avenue in Visalia with the use of City HOME funds. These homes will be provided to low-and-moderate income first time homebuyers.
HE Program 3.4 MORTGAGE REVENUE BONDS, MORTGAGE CREDIT CERTIFICATES, LOW INCOME TAX CREDITS	Provide technical assistance for the issuance of one mortgage revenue bond, mortgage credit certificate, or low income tax credit funded project.	Ongoing	In 2022, the Lofts Project utilized Low-Income Tax Credits and Tax-Exempt Bonds to construction an 80-unit multi-family affordable housing project.
HE Program 3.5 FHA/HUD/HCD AND FEDERAL HOUSING TRUST PROGRAMS OR AVAILABLE GOVERNMENT FUNDING	Contact local affordable housing borrowers at least annually to provide the most updated and any new information on available programs.	Ongoing	In 2022, the City solicited HUD HOME ARP and State LMIHAF funds for the development of affordable permanent housing.
HE Program 3.6 SECTION 8 HOUSING ASSISTANCE PROGRAM	Assist 550 lower income families with rental housing assistance annually.	Ongoing	In 2022, the City provided 17 households with emergency rental assistance to prevent homelessness.
HE Program 3.7 INFORM PUBLIC OF LOCAL, STATE, AND FEDERAL HOUSING PROGRAMS	Conduct at least one presentation annually to the local real estate industry and/or nongovernmental organizations regarding available housing programs.	Ongoing	The City continues to market housing program on the City's website, social media outlets, and posting flyers at various city locations. The City also utilizing partner marketing channels, such as, King/Tulare Homeless Alliance and Visalia Chamber listserve posting.
HE Program 3.8 LOAN PROGRAM EDUCATION	Sponsor annual or bi-annual meetings to educate realtors, home buyers, and others to facilitate promotion of this program, as funding is available.	Ongoing	Online (City website) - Promoting the NW 5th Avenue single-family first time homebuyer homes under construction.
HE Program 3.9 AGENCY COORDINATION	Provide information on a recurring basis.	Ongoing	The City requests involvement from the Tulare County Association of Realtors and the Home Building Industry Association (BIA) on affordable housing projects. The City informs real estate organizations of incentive programs to encourage creation of affordable housing.

HE Program 3.10 AVAILABILITY OF FUNDING INCLUDING LAND WRITE-DOWN PROGRAMS	Complete ten applications under this program per year.	Ongoing	City receives annual CDBG and HOME funding from HUD. See 2022 Action Plan.
HE Program 3.11 CITY INCENTIVE FOR AFFORDABLE HOUSING	Identify non-governmental organization affordable housing providers and explore opportunities for land purchases.	Ongoing	In 2022, the City provided deferred financing and forgivable financing as an incentive for affordable housing.
HE Program 3.12 DEVELOPMENT FEE REDUCTION/DEFERMENT	Complete the review and present to City Council for final consideration.	2020	Completed in 2022. A review culminating in a report was completed and presented to City Council in June 2022. The report established the correct fee methodology to be applied toward ADUs. No new fee categories were necessary as a result of the study.
HE Program 3.13 NON- PROFIT HOUSING DEVELOPMENT CORPORATIONS	Provide assistance that will benefit 20 first-time lower income home buyers over the next four years.	Ongoing	HOME funds provided to Self-Help Enterprises (SHE) to construct 5 single-family homes for 5 first-time low-and-moderate income homebuyers.
HE Program 3.14 LAND BANKING	Participate in at least one land banking project during the current reporting period.	Ongoing	The City participated in one land banking project to construct an 80-unit mixed use complex for low-income households.
HE Program 3.15 PROMOTING ACCESSORY DWELLING UNITS	Achieve five accessory dwelling units per year for a total of twenty units over the next four years.	Ongoing	The City issued 16 permits for accessory dwelling units in 2022. In total the City had 22 permits for accessory dwelling units applied for in 2022.
HE Program 3.16 ASSISTED HOUSING PROJECTS ELIGIBLE FOR CONVERSION	Achieve 100% contact with all subject at-risk property owners one year before contract expiration.	Annually	The City has continued to monitor properties on an annual basis and has not found any properties at-risk of converting to market rate in 2022.
HE Program 3.17 PLANNING FOR LARGE SITES	Entitle a minimum of one master planned project on a RHNA listed site per year.	Ongoing	The City received two applications for development of specific planned areas, on 95 acres (Pratt Family Ranch) and on 500 acres, that include single- and multi-family components. One site (Carleton Acres) is RHNA listed. The expected approval date has been delayed to 2023 due to a court ruling which caused the City to prepare an agriculture preservation ordinance.
HE Program 3.18 TARGETING EXTREMELY- LOW INCOME DEVELOPMENTS	Annually pursue State and Federal funds to increase the supply of housing affordable to extreme low-income households.	Ongoing	In 2022, the City awarded \$1,800,000 in HOME-ARP and \$900,000 in LMIHAF funds for conversion of a 42-unit motel into permanent supportive housing units for extremely-low income households at 30% AMI or lower.

HE Program 3.19 CONSISTENCY WITH STATE DENSITY BONUS LAW	Complete review of state law and complete ordinance amendments, as necessary, within one year of Housing Element certification. Any applications received for density bonuses that are found to be consistent with state law shall be processed and implemented immediately.	2020 and ongoing	Completed in 2021. No changes in 2022. The City in 2022 received and deemed complete three applications utilizing a density bonus or incentives in accordance with State Density Bonus Law. The applications were pending approval in 2023.
HE Program 3.20 PROVIDE PRIORITY SEWER SERVICE FOR AFFORDABLE HOUSING PROJECTS	Identify all projects meeting the criteria for affordable housing and ensure their first priority status to connect to the City sanitary sewer system.	Ongoing	Capacity and infrastructure are sufficient for all anticipated growth, including affordable housing.
HE Program 3.21 removed from Final Adopted Housing Element	Removed from housing element.	n/a	Removed from housing element.
HE Program 3.22 MOBILE HOME PARKS IN HIGH DENSITY RESIDENTIAL ZONE DISTRICT	Complete Ordinance Amendment within one year of Housing Element certification.	2020	Completed in 2020. No changes in 2022.
HE Program 3.23 ACCESSORY DWELLING UNITS STANDARD BUILDING PLANS	Prepare standard building plans within two years of Housing Element certification.	2021	Completed in 2022. Three different plans for pre-approved ADU were completed and authorized by the City of Visalia in 2022. Information has been added to the City website. No building permits utilizing the pre-approved plans were issued in 2022., as the City is still promoting the plans.
HE Program 4.1 HOMEBUYER EDUCATION PROGRAM OUTREACH	Participate in at least one education seminar per year.	Ongoing	The City approved HOME funds for first time homebuyer assistance including homebuyer education. The City also promotes Self-Help Enterprises and CSET's homebuyer education services on the City website.
HE Program 4.2 FORECLOSURE PREVENTION RESOURCES	Verify that the correct and up to date information is posted to City website, and updated on at least an annual basis.	Ongoing	The City refers clients to CSET, a partner organization for foreclosure counseling and services.
HE Program 4.3 NUISANCE ABATEMENT IN IMPACTED NEIGHBORHOODS	Secure properties subject to the emergency nuisance abatement within 72 hours of appraisal, and establish a tracking system for managing nuisance abatement cases and report activity in the Annual Report.	Ongoing	In 2022 the City boarded 26 unsecured properties. The City's goal has been to secure properties within 24 hours of appraisal, well in excess of the 72 hour objective.

HE Program 4.4 FORECLOSURE ACQUISITION	Annually pursue State and Federal funds when available.	Ongoing	In 2022, the City did not acquire any foreclosed properties since it did not have NSP program funding for this program.
HE Program 5.1 LEGISLATIVE AWARENESS	Participate in at least two legislative initiatives per year.	Ongoing	The City Council has adopted positions related to State legislation (April 4, 2022) and Federal legislation (April 4, 2022), related to the promotion of the development of affordable, sustainable, and accessible housing, and the promotion of funding towards grants and housing.
HE Program 5.2 HOMELESS SHELTER PROGRAM	Annually allocate funding to provide assistance and supportive services.	Ongoing	In 2022, the City provided \$118,000 in PLHA funds for a Seasonal Emergency Low-Barrier Shelter (Warming Center) for people experiencing homelessness. The City also awarded \$2,055,205 in CDBG funds, \$1,950,182 in PLHA, and \$200,000 in LMIHAF funds for the development of a 100-bed Low-Barrier Navigation Center.
HE Program 5.3 EMERGENCY SHELTERS PERFORMANCE STANDARDS AND EXPANSION OF ALLOWED USE	Complete Ordinance Amendment and study within one year of Housing Element certification.	2020	Completed in 2022. The Ordinance Amendment (Zoning Text Amendment No. 2021-09 / Ordinance No. 2022-05) was completed on April 18, 2022.
HE Program 5.4 REASONABLE ACCOMMODATION	Maintain an updated brochure at City offices and on City website	Ongoing	The brochure is available at the front counter and has been posted on the City website <a href="https://www.visalia.city/depts/community_development/planning/gp.asp">https://www.visalia.city/depts/community_development/planning/gp.asp</a> . To date there have been no known requests by the public for reasonable accommodation.
HE Program 5.5 SENIOR RENTAL HOUSING	Facilitate the construction of at least 10 very low-income and 10 low-income senior units during the reporting period.	Ongoing	In 2022 no building permits were issued for senior rental units. One entitlement (Conditional Use Permit No. 2021-37) was approved in 2022 for 70 deed-restricted affordable senior units on a project site. No building permits were applied for in 2022 related to this project.
HE Program 5.6 REHABILITATION ASSISTANCE FOR SENIOR & DISABLED HOMEOWNERS	Provide assistance that will benefit ten (10) households per year over the next four years. Track assistance accomplishments and include in the Annual Report.	Ongoing	City assisted six (6) senior owned mobile home repairs in 2022.
HE Program 5.7 LARGE FAMILIES	Facilitate the construction of at least 16 units per year (8 very low- and 8 low-income units)	Ongoing	A total of 8 low-income dwelling units constructed in 2022 were units with three or more bedrooms. Three of the eight units were done without public funding assistance.
HE Program 5.8 HOUSING FOR PERSONS WITH DEVELOPMENTAL DISABILITIES	Annually pursue State and Federal funds that can support housing construction and maintenance of housing for persons with disabilities.	Ongoing	In 2022, the City installed ADA audible pedestrian crosswalk signals for the visual impaired residents, per the request of the Disability Advocacy Committee (DAC).

HE Program 5.9 EMPLOYEE HOUSING ALLOWED WHERE RAISING OF HORTICULTURAL ITEMS ALLOWED	Complete Ordinance Amendment within one year of Housing Element certification.	2020	Completed in 2020. No changes in 2022.
HE Program 5.10 ADULT OVERNIGHT RESIDENTIAL CARE FACILITY IN MULTI- FAMILY ZONE DISTRICTS	Complete Ordinance Amendment within one year of Housing Element certification.	2020	Completed in 2020. No changes in 2022.
HE Program 6.1 HOUSING REHABILITATION PROGRAM	Assist 25 low-income homeowners during the course of the current reporting period.	Ongoing	In 2022, the City provided 6 single-family homes and 6 mobile homes with rehabilitation.
HE Program 6.2 LOW- INCOME RENTAL REHABILITATION PROGRAM	Assist twenty (20) low-income owners of rental properties with forgivable loans over the next four years.	Ongoing	In 2022, the City committed \$2.3 million in HOME funds and \$329,320 in LMIHAF for the development of an 80-unit affordable mixed use housing complex known as the Lofts Project.
HE Program 6.3 EMERGENCY REPAIRS PROGRAM	Assist twenty (20) low-income homeowners over the next four years.	Ongoing	In 2022, City utilized CDBG funds to Habitat for Humanity to administer a Emergency Repair & Accessibility Repair Program (ERAP) and Self-Help Enterprises (SHE) to administer a Senior Mobile Home Repair Program (SMHRP). Habitat for Humanity assisted 6 homes with emergency minor home repairs including addressing housing code violations. SHE assisted 6 mobile homes with essential repairs.
HE Program 6.4 ENFORCEMENT OF HOUSING AND BUILDING CODES	Complete fifty (50) residential inspections per year in response to substandard building or living condition referrals.	Ongoing	In 2022 Neighborhood Preservation responded to 180 substandard housing complaints.
HE Program 6.5 REHABILITATION AND ADAPTIVE REUSE	Assist with rehabilitating one unit per year.	Ongoing	The City did not receive any requests for assistance associated with the rehabilitation and/or adaptive reuse of historic residences during the evaluation period.
HE Program 6.6 HOUSING CONDITIONS SURVEY / REHABILITATION & DEMOLITION STUDY	Complete survey by the end of calendar year 2020.	2020	Completed in 2020.

HE Program 7.1 FAIR HOUSING	Maintain and update educational materials on the City website, and conduct one to two comparative rental tests per year based on need and available financing.	Ongoing	The City maintains its association with NGO partners in responding to housing discrimination complaints and contracts with an agency that performs side by side tenant lease tests to surface discrimination by leasing agents. The City has contracted together with Fair Housing Council of Central California to conduct fair housing training, surveys, and testing. Educational materials are posted on the City website <a href="https://www.visalia.city/depts/finance/housing_n_cdbg_services/fair_housing_protection/default.asp">https://www.visalia.city/depts/finance/housing_n_cdbg_services/fair_housing_protection/default.asp</a> .
HE Programs 8.1 ENERGY & WATER CONSERVATION PROGRAM	Maintain and update educational materials on the City website.	Ongoing	Educational materials are posted on the City's websites: <a href="https://www.visalia.city/depts/administration/water_conservation/cal_water/default.asp">https://www.visalia.city/depts/administration/water_conservation/cal_water/default.asp</a> <a href="https://www.visalia.city/depts/public_works/natural_resource_conservation/renewable_energy_n_conservation/resources_n_incentives.asp">https://www.visalia.city/depts/public_works/natural_resource_conservation/renewable_energy_n_conservation/resources_n_incentives.asp</a>
HE Program 9.1 IMPLEMENTATION REPORTING	Provide an Annual Progress Report to State HCD every year during the course of the reporting period.	Annually	The City has prepared and submitted the Annual Housing Report to State HCD, each year between 2015 and 2021, and the State has acknowledged receipt of the report. The 2022 Annual Progress Report will be presented to the City Council on March 20, 2023 and sent to HCD by March 31, 2023.
HE Program 9.2 PROGRESS MEETING	Convene annual meeting to review the Housing Element implementation progress.	Annually	Meetings to review and assess Housing Element Implementation Progress were done sporadically through 2022.
HE Program 9.3 MONITOR THE RHNA LAND INVENTORY	Report annually on maintenance and status of the RHNA Land Inventory, and ensure that no net loss of RHNA medium and high development density sites.	On a project basis as needed, and annually	The City has provided annual reports on the status of the RHNA sites inventory as part of the City's preparation and submittal of the Annual Progress Report. A sufficient balance of all income categories continues to exist. There was no loss of land designated for these categories in 2022. Specifically there were no General Plan Amendment nor Change of Zone entitlements processed in 2022 resulting in a reduction of land designations for these income categories.
HE Program 9.4 MONITOR CONDITIONAL USE PERMIT (CUP) REQUIREMENT IMPACTS ON AFFORDABLE HOUSING	Report annually to the Planning Commission on the effect of CUP requirements compared with comparable "permitted by right" projects, and ensure that CUP processing and conditions do not adversely impact the project's affordability.	On a project basis as needed, and annually	A report for the 2022 year is anticipated to be presented to the Commission in April 2023.
HE Program 9.5 COMPREHENSIVE ANNUAL MONITORING PROGRAM	Include documentation of annual sales and rental rates in the Annual Progress Report.	Annually	The City uses the opportunity accorded by preparation of the Annual Progress Reports and the CAPER to annually evaluate the efficiency of the City's Housing programs. In addition the City conducts annual evaluations of existing home sales prices to compare to the established analysis by HUD. In 2022, the City also completed a Rent Comparability Market Study to determine rental rates.







Jurisdiction	Visalia	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> . For detailed reporting requirements, see the ckcklist here: <a href="https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf">https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf</a>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									



Jurisdiction	Visalia		<b>NOTE:</b> This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.	<b>ANNUAL ELEMENT PROGRESS REPORT</b> Housing Element Implementation	Note: "*" indicates an optional field  Cells in grey contain auto-calculation formulas
Reporting Period	2022	(Jan. 1 - Dec. 31)			
Planning Period	5th Cycle	12/31/2015 - 12/31/2020			







Jurisdiction	Visalia	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

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Table J												
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915												
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income
Summary Row: Start Data Entry Below												

Jurisdiction	Visalia	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	50
	Non-Deed Restricted	9
Low	Deed Restricted	34
	Non-Deed Restricted	623
Moderate	Deed Restricted	0
	Non-Deed Restricted	411
Above Moderate		124
Total Units		1251

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	626	544	651
2 to 4	0	76	43
5+	402	615	0
ADU	0	16	8
MH	0	0	0
Total	1028	1251	702

Housing Applications Summary	
Total Housing Applications Submitted:	21
Number of Proposed Units in All Applications Received:	1,890
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

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Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	115
	Non-Deed Restricted	10
Low	Deed Restricted	40
	Non-Deed Restricted	248
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		619
Total Units		1034

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	5
Low	Deed Restricted	0
	Non-Deed Restricted	47
Moderate	Deed Restricted	0
	Non-Deed Restricted	512
Above Moderate		138
Total Units		702



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 23-0098

**Agenda Date:** 3/20/2023

**Agenda #:** 5.

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**Agenda Item Wording:**

Consider reauthorization of Stage 2 of the Visalia Water Conservation Ordinance and adopt resolution 2023-06.

**Deadline for Action:** 4/4/2023

**Submitting Department:** Administration

**Contact Name and Phone Number:** Rhett Anderson, (559) 713-4530

**Department Recommendation:**

Due to persistent and alternating dry and wet years in the Central Valley, it is the recommendation of staff to re-authorize stage 2 of the Water Conservation Ordinance by resolution 2023-06.

**Background Discussion:**

In the western United States, specifically in California, alternating cycles of drought and heavy precipitation are typical. Tulare County specifically has observed record years of drought and saw a record low of precipitation in water year 2021 (October 1, 2020 - September 30, 2021). As a result, City Council voted to move into Stage 2 of the Visalia Water Conservation Ordinance (Ordinance), "Water Alert". As per the ordinance, "Stage 2 shall terminate one year after implementation unless reauthorized by the City Council by resolution." Stage 2 was then re-authorized by City Council on April 4, 2022 due to persistent drought conditions.

Stage 2 of the Ordinance is characterized by restrictions on outdoor water use. Restrictions include reduction of total watering days per week from 3 days per week to two days per week as compared to stage 1, and a complete elimination of irrigation of ornamental turf grasses in the months of December, January, and February. Additional rules and regulations can be found in Section 13.20.070.B. of the attached Ordinance. The varying stages of the Ordinance were intended to reduce the outdoor use of water resources available to the City of Visalia (City). Which, in turn, reduce the overall consumption of water resources and reduce the negative impacts of overdraft. As a groundwater reliant municipality, the City derives its water supply almost exclusively from the underground aquifer. When water resources are extracted from the underground aquifer more quickly than they can be replaced, it is considered overdraft and can have a multitude of negative impacts associated with it. The City is particularly vulnerable to groundwater depletion, subsidence, and impacted groundwater quality.

The City has monitored its groundwater levels since the mid-1900s. Over the course of the last 70 years, a significant decrease in groundwater elevation has been observed in the underlying aquifer beneath the City. The lowering groundwater table has been attributed to overdraft. Of the many efforts of the city and surrounding agencies to reduce groundwater consumption, limiting irrigation days for Visalia residents has been one way the City has been able to reduce its overall

consumption.

The City has also taken efforts to manage its water resources in a responsible and effective manner. One way of maximizing the utility of water extracted from the aquifer is to recycle all sewage water and exchange this tertiary water for clean supplemental surface water. However, the City is unable to re-capture the vast majority of water used outdoors, as this water is eventually returned into the atmosphere where it is carried beyond the subbasin where it can no longer benefit the areas within city limits. Because the City knows how much water is used indoors by residents of the City, staff can also calculate the amount of water used outdoors by comparing the amount of water extracted and the amount of water returned to the Wastewater Treatment Facility. In 2022, Visalia residents used approximately 57% of total water produced to irrigate ornamental landscapes. Because water used outdoors for the purposes of landscape irrigation water that is considered irrecoverable, it is crucial that the city continue to implement key water conservation policies and programs to continue to reduce water waste and improve water use efficiency.

The Division of Water Conservation recognizes that Water Year 2023 has produced significantly more precipitation than in years prior, but there is concern that alternating between water conservation stages too drastically or often can lead to confusion of appropriate watering days and regulations. In addition, the City is part of the Kaweah Sub-basin which is a severely over-drafted basin, and must meet strict State water regulations. Therefore, it is believed that a less restrictive stage of the water conservation ordinance should only be adopted if/when annual precipitation demonstrates a more stable pattern, and conditions of the chronically lowering groundwater table improve.

**Fiscal Impact:**N/A

**Prior Council Action:**

April, 2022 - Stage 2 of the Water Conservation Ordinance was re-authorized by City Council by recommendation of staff. March, 2021 - Stage 2 of the Water Conservation Ordinance was implemented, by recommendation of staff. July 2020 - City Council approved a transition into Stage 2 of the Water Conservation Ordinance to take effect in March of 2021. October 2019 - City Council approved minor amendments to the Water Conservation Ordinance. August 2017 - City Council approved a transition into Stage 1 of the Water Conservation Ordinance. April 2017 - Reauthorization of Stage 2 of the Water Conservation Ordinance. May 2016 - The City Council adopted the new Water Conservation Ordinance and reimplementation of Stage 2. June 2015 - Adoption of the revised Water Conservation Ordinance and implementation of Stage 2.

**Alternatives:** City Council may choose to take no action on this item, consequentially reverting the City of Visalia back to Stage 1 of the water conservation ordinance.

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

I move to adopt Resolution 2023-06 reauthorizing stage 2 of the Visalia Water Conservation Ordinance.

## RESOLUTION 2023-06

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA REAUTHORIZING STAGE 2 OF THE WATER CONSERVATION ORDINANCE

**WHEREAS**, the City of Visalia Water Conservation Ordinance was enacted by the City Council to control unnecessary consumption of the available potable water supplies in the City; and

**WHEREAS**, the City Council implemented Stage 2 due to the ongoing drought, declarations of drought emergency by both the State of California and the County of Tulare, and mandatory restrictions on urban water use; and

**WHEREAS**, the 2022/23 snowpack was approximately 260% of historical average and the drought continues into 2023; and

**WHEREAS**, the State of California has extended mandatory urban water reductions including on the California Water Service Company, the City's urban water supplier; and

**WHEREAS**, the City Manager recommends that Stage 2 of the Water Conservation Ordinance be extended for another year to further reduce the City of Visalia's water use for the reasons stated;

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Visalia hereby reauthorizes Stage 2 of the Water Conservation Ordinance effective April 4, 2023, through April 4, 2024.

PASSED AND ADOPTED: March 20, 2023  
CLERK

LESLIE B. CAVIGLIA, CITY

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

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2023-06 passed and adopted by the Council of the City of Visalia at a regular meeting held on March 20, 2023.

Dated: March 20, 2023

LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

## RESOLUTION 2023-06

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA REAUTHORIZING STAGE 2 OF THE WATER CONSERVATION ORDINANCE

**WHEREAS**, the City of Visalia Water Conservation Ordinance was enacted by the City Council to control unnecessary consumption of the available potable water supplies in the City; and

**WHEREAS**, the City Council implemented Stage 2 due to the ongoing drought, declarations of drought emergency by both the State of California and the County of Tulare, and mandatory restrictions on urban water use; and

**WHEREAS**, the State of California has extended mandatory urban water reductions including on the California Water Service Company, the City's urban water supplier; and

**WHEREAS**, the City Manager recommends that Stage 2 of the Water Conservation Ordinance be extended for another year to further reduce the City of Visalia's water use for the reasons stated;

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Visalia hereby reauthorizes Stage 2 of the Water Conservation Ordinance effective March 20, 2023, through March 20, 2024.

PASSED AND ADOPTED: LESLIE B. CAVIGLIA, CITY CLERK

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

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2023-06 passed and adopted by the Council of the City of Visalia at a regular meeting held on March 20, 2023.

Dated: LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk





# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 23-0071

**Agenda Date:** 3/20/2023

**Agenda #:** 6.

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### Agenda Item Wording:

Authorize the City Manager to: 1) Enter into a contract with Don Berry Construction to furnish and install a video detection system at the intersection of Plaza Drive and Riggins Avenue for a not to exceed amount of \$75,000, and appropriate \$75,000 from the Measure R Local Fund (Fund 131), 2) Appropriate \$55,000 from the General Fund (Fund 001), purchase video detection equipment to replace damaged video detection equipment at the intersection of Akers Street and Riggins Avenue, and the purchase of a spare video detection system for future replacement of any damaged or failing video detection equipment in the future.

**Deadline for Action:** None

**Submitting Department:** Administration - CIP Engineering

### Contact Name and Phone Number:

Chantha Chap, Civil Engineer, [Chantha.Chap@Visalia.City](mailto:Chantha.Chap@Visalia.City), 713-4418

Eric Bons, Senior Civil Engineer, [Eric.Bons@Visalia.City](mailto:Eric.Bons@Visalia.City), 713-4350

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

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

### Department Recommendation:

Staff recommends City Council authorize the City Manager to:

1. Enter into a contract with Don Berry Construction to furnish and install a video detection system at the intersection of Plaza Drive and Riggins Avenue for a not to exceed amount of \$75,000;
2. Appropriate \$75,000 from the Measure R Local Fund (Fund 131) for the new video detection at Plaza and Riggins;
3. Appropriate \$55,000 from the General Fund (Fund 001) to purchase video detection equipment. \$21,929 will be used to replace and install damaged video detection equipment at the intersection of Akers Street and Riggins Avenue caused by an accident and \$33,071 will be used to purchase a spare video detection system for future use in the event another traffic signal location needs immediate replacement due to damage or failing video detection equipment.

### Summary:

Staff is seeking to replace the in-pavement vehicle detection system at the intersection of Plaza Drive and Riggins Avenue with a video detection system. The in-pavement detection system has maintenance issues due to the large amount of truck traffic at this intersection. In-pavement detection is not designed to handle large volumes of heavy truck traffic which causes the pavement to rut resulting in malfunctioning detection equipment. This will be a capital improvement project to improve the intersection.

Staff is also seeking to replace damaged video detection equipment at the intersection of Akers Street and Riggins Avenue which was damaged by an automobile accident recently. The traffic signal cabinet (minus the detection equipment) was replaced following the automobile accident to make the traffic signal operational.

However, the replacement traffic signal cabinet was not equipped with the auxiliary video detection equipment necessary for the operation of the video detection system. It is anticipated the replacement equipment will be installed within six weeks after the equipment is received. The City will be pursuing a cost recovery for the repair of the damaged traffic signal equipment through the City's subrogation process. Furthermore, the City did not possess spare equipment like the traffic signal cabinet and controller.

The video detection system is used to identify the presence of vehicles as they approach an intersection or vehicles that are waiting at an intersection. The detection of vehicle provides the necessary information to the traffic signal controller which then allots the predesignated time based on the volume of traffic detected in any of the intersection approaches. This makes for a reactive intersection based on the traffic volume demands and therefore provides for a more efficiently operating traffic signal. The video detection system is not utilized for enforcement of red light runners, but strictly to determine the presence of vehicles which is used for the operation of the traffic signal.

And lastly, Staff also is seeking to purchase a spare video detection system for future replacement of any damaged or failing video detection system at any one of the City's 46 signalized intersections utilizing this specific video detection system.

### **Background Discussion:**

#### Plaza Drive at Riggin Avenue

The existing in-pavement vehicle detection equipment has failed due to the degradation of the roadway pavement caused by the truck traffic. A video detection system will provide for greater flexibility to detect vehicles, allow for future pavement repair without the need to install or reinstall in-pavement vehicle detectors, and provide for a more vehicle responsive traffic signal.

The replacement of the existing in-pavement vehicle detection system with the video detection system is consistent with the other video detection systems deployed throughout the City of Visalia. The City's Traffic Safety maintenance staff is familiar with the Iteris video detection system which is currently deployed at 46 of the 132 existing signalized intersections throughout the city. Standardizing the video detection system provides for ease of maintenance and operations without having to maintain a supply of replacement components for multiple manufactures of video detection systems.

Don Berry Construction recently installed video detection systems at six intersections associated with the Pavement Rehabilitation of Walnut Avenue and Murray Avenue project. The contractor has agreed to extend the pricing for this additional intersection at the same unit price as the six completed intersections. Unit prices were competitively bid under the pavement rehabilitation project, therefore, staff recommends to attaching to this agreement which is an allowed procurement method. This method allows for the installation of the equipment several months sooner than if it was rebid.

#### Video Detection Equipment

The traffic signal cabinet at the intersection of Akers Street and Riggin Avenue was recently damaged due to an automobile accident. The accident required the replacement of the entire traffic signal cabinet which houses all the equipment necessary for the operation of the traffic signal. This replacement is requested to be funded by the General Fund. Traffic maintenance is funded in the General Fund and is responsible for all traffic signal maintenance.

The damaged traffic signal cabinet was replaced with a spare traffic signal cabinet provided by the City's Public Works Department in the days following the automobile accident. However, the replacement traffic signal cabinet did not have all the auxiliary equipment needed to support the existing video detection equipment at this intersection. The purchasing and installation of the damaged components is needed to replace the damaged auxiliary equipment and for the operation of the existing video detection cameras.

The costs incurred for the repair and replacement of the damaged traffic signal equipment is part of the cost recovery through the City's subrogation process from the accident that caused the damage. A list of the video detection components associated with the repairs is listed in Attachment 2. The City has a contract with a local electrical construction company to supplement the City's traffic signal maintenance personnel make emergency repairs to existing signalized intersections and streetlights in order to minimize the impacts to the traffic flow.

The procurement of a complete video detection system, see Attachment 3, will be placed 'on the shelf' for future use. When utilized it will be to replace any damaged or failing video detection equipment currently at any of the City's existing 46 signalized intersections currently operating with the Iteris video detection system. The procurement of a complete video detection system has had a lead time ranging between 12 weeks to 26 weeks. The spare equipment will allow for a quicker repair of failing equipment, minimize the impact to the motoring public, and allow for the traffic signal to operate in a more efficient manner. Standardizing the video detection system provides for ease of maintenance and operations without the need to maintain a supply of replacement components for multiple manufactures of video detection systems.

### **Fiscal Impact:**

The furnishing and installation of the video detection system at the intersection of Akers Street at Riggin Avenue and the procurement of the video detection equipment is summarized in the budget table below.

#### Plaza Drive at Riggin Avenue (New CIP)

Requested Funding:

Measure R Local Fund (131)	<u>\$75,000</u>
Total Requested Funding:	\$75,000

Project Costs:

Furnish and install video detection system	\$69,850
Staff time	<u>\$ 5,150</u>
Total Project Cost:	\$75,000

#### Video Detection Equipment (New CIP)

Requested Funding:

General Fund (001)	<u>\$55,000</u>
Total Requested Funding:	\$55,000

Project Costs:

Replacement of damaged video detection equipment	\$13,540
Labor to install replacement equipment	\$ 8,389
Iteris video detection system (spare equipment)	<u>\$33,071</u>
Total project cost:	\$55,000

### **Prior Council Action:**

None

### **Alternatives:**

None recommended.

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

I move to authorize the City Manager to enter into a contract with Don Berry Construction to furnish and install a video detection system at the intersection of Plaza Drive and Riggin Avenue for a not to exceed amount of \$75,000, and appropriate \$75,000 from the Measure R Local Fund (Fund 131); and appropriate \$55,000 from the General Fund (Fund 001) for the purchase video detection equipment as identified within the staff report.

**Environmental Assessment Status:**

None.

**CEQA Review:**

Categorical Exemption, Section 15301(c)

**Attachments:**

1. Attachment 1 - Quote to furnish and install video detection system at Plaza Dr. and Riggin Ave.
2. Attachment 2 - Replacement Video detection equipment for Akers St. at Riggin Ave.
3. Attachment 3 - List of equipment Video detection system components

## Attachment - 1

### Quote to Furnish & Install Video Detection System at Plaza Drive and Riggins Avenue

## Traffic Loops Crackfilling, Inc.

946 S. Emerald Street, Anaheim CA 92804 • Tel: (714) 520 4026 Fax: (714) 520 4027

License No. 652956 • Class C-10 & C-32 • SBE No. 0016691 • DBE & UDBE No. 38033 • Union Contractor

DIR Registration No. 1000003794 • Expiration Date: 06/30/2022

Email: Admin@trafficloops.net or Estimating@trafficloops.net

Date: 2/23/2023  
Attn: Chantha Chap  
Owner: City of Visalia  
Contact : (559) 713-4418 / Email: Chantha.Chap@visalia.city

### Quotation 1

BID ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	ITEM TOTAL
	Intersection: Plaza & Riggins Ave Furnish and Install Video Detection Systems	1	LS	69,850.00	69,850.00

•Quote is valid for 90 days from the date of this proposal.

•By accepting our quote you agree to the Terms & Conditions shown on Page 2.

**TOTAL BID AMOUNT:**

**\$ 69,850.00**

#### Our quote includes:

- 1- Insurance coverage up to \$1 million, general aggregate up to \$2 million, umbrella up to \$5 million
- 2- Traffic control for TLC operations only

#### Our quote excludes:

- 1- General Excess Liability for \$5 million (If needed, cost for extra protection is \$3,000.00)
- 2- Bond fee (If required, Prime Contractor to pay bond rate of 2.5%), permit fee, utilities fee, advance sign posting of any kind, or notifying residents
- 3- Weekend work
- 4- Traffic control plans

All inclusions and exclusions are to be incorporated into our contract. If either party becomes involved in litigation or arbitration arising out of this contract, the court or arbitration panel shall award attorney's fees and costs to the prevailing party.

Please call **Ramiro Rivero** at **(714) 520-4026** if you have any questions or need more information.

# Traffic Loops Crackfilling, Inc.

946 S. Emerald Street, Anaheim CA 92804 • Tel: (714) 520 4026 Fax: (714) 520 4027

## General Terms and Conditions:

- Quote is valid for 90 days from the date of this proposal.
- In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.
- 15 days notice required for scheduling.
- 24 hours notice required for rescheduling.
- Site must be ready with cat-track, permanent striping, grinding, asphalt, approvals, etc. prior to loop installation.
- Access to the job site must be furnished by Contractor, the general contractor, lessee or other party ordering work.
- Additional charges may incur for the following:
  - a) Site is not ready (for TLC's scope of work) the day of scheduled work or delays
  - b) Extra move-ins
  - c) When minimum move-in requirements are not met (if noted in quote)
- All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Traffic Loop Crackfilling, Inc. (TLC) before performing this work. No extra work or additional work will be performed without written authorization.
- This quote will not be valid if there are any changes or deletions of any item post bid and will need revised pricing.
- Total bid must be accepted (must use all line items) unless otherwise noted or agreed to. If you need revised pricing for only a portion of the work, contact Estimator.
- TLC will not be impacted by Liquidated Damages assessed by the Contractor / Agency due to an inadequate amount of time to complete TLC operations.
- Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by TLC no later than 10 calendar days after the Contractor receives payment from Owner for our completed work.
- Retention % is to be withheld only as per the Owner's requirements.
- Contractor hereby agrees that time shall be of the essence in regard to all payments provided for herein, and if any payment is not made when due, Contractor agrees to pay all collection costs and expenses including costs of suit and any related attorney's fees and costs and also hereby waives the benefit of any statute of limitation that would prohibit an action of TLC to enforce the terms and conditions of this Contract including but not limited to any right to recovery of attorney's fees and costs. The laws of the State of California shall control all aspects of this contract except as to lien matters, which will be governed by the laws of the state where the subject property is located.
- TLC requires a written contract, purchase order or signed quote prior to the start of work.
- The language and terms used in this exhibit supersede any conflicting terms in the Subcontract Agreement.



Iteris, Inc.  
1700 Carnegie Avenue  
Suite 100  
Santa Ana, CA 92705-5551

Michael Girardot  
RodefX  
Phone:  
Email: [rodefx@verizon.net](mailto:rodefx@verizon.net)

## EQUIPMENT QUOTATION

Quote #00011867

January 26, 2023

### Equipment for the Intersection of Akers Street at Riggin Avenue

<b>Eric Bons</b> 315 E. Acequia Ave Visalia, California 93291	<b>Agency:</b> Visalia, City of <b>Contractor:</b> <b>Project Name:</b> ENGQUOTE01052022VISALIA <b>Reference:</b> ENGQUOTE01052022VISALIA	<b>Delivery Term:</b> FOB Destination <b>Payment Terms:</b> NET 30 Days <b>Sales Rep:</b>
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Fax or email Purchase Orders to: 949-270-9441 or [rsorders@iteris.com](mailto:rsorders@iteris.com). Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

Product Name	Product Description	Qty	Unit Price	Ext. Price
Adjustable Swivel Monitor Bracket	Mon-Brkt-Swvl Adjustable Swivel Monitor Bracket	1	\$165.00	\$165.00
CAT5E-SHLD-CABLE	1000 Ft. Spool, Outdoor, UV Resistant, CAT5E Bulk Cable	1	\$190.00	\$190.00
MON-10LCD-SL	10 in. Color LCD Monitor, Sunlight Viewable, 2 composite video inputs, 1 VGA input, 1 HDMI input (NTSC/PAL)	1	\$485.00	\$485.00
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,850.00	\$3,850.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,850.00	\$7,700.00
TS2 CABLE	SDLC Cable for TS2 VRACK	1	\$90.00	\$90.00
				<b>\$12,480.00</b>

#### Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

RodefX is an authorized Iteris Sales Representative for Iteris Roadway Sensors products and may sign quotations on Iteris' behalf with a total sales price of \$80,000 or less. Quotations that exceed \$80,000 in total price must be approved by an Authorized Iteris Signature.

<b>SUBTOTAL</b>	\$12,480.00
<b>FREIGHT</b>	
<b>TAX</b>	\$1,060.80
<b>TOTAL:</b>	\$13,540.80

Authorized Iteris Signature

Date

Michael Girardot, RodefX



Iteris, Inc.  
1700 Carnegie Avenue  
Suite 100  
Santa Ana, CA 92705-5551

Michael Girardot  
RodefX  
Phone:  
Email: [rodefx@verizon.net](mailto:rodefx@verizon.net)

## EQUIPMENT QUOTATION

Quote #00012195

February 22, 2023

### VIDEO DETECTION SYSTEM

<b>Eric Bons</b> 315 E. Acequia Ave Visalia, California 93291	<b>Agency:</b> Visalia, City of <b>Contractor:</b> <b>Project Name:</b> ENGQUOTE16022023VISALIA8APPROACH <b>Reference:</b> ENGQUOTE16022023VISALIA	<b>Delivery Term:</b> FOB Destination <b>Payment Terms:</b> NET 30 Days <b>Sales Rep:</b>
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Fax or email Purchase Orders to: 949-270-9441 or [rsorders@iteris.com](mailto:rsorders@iteris.com). Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

Product Name	Product Description	Qty	Unit Price	Ext. Price
Adjustable Swivel Monitor Bracket	Mon-Brkt-Swvl Adjustable Swivel Monitor Bracket	1	\$165.00	\$165.00
CAT5E-SHLD-CABLE	1000 Ft. Spool, Outdoor, UV Resistant, CAT5E Bulk Cable	1	\$190.00	\$190.00
MON-10LCD-SL	10 in. Color LCD Monitor, Sunlight Viewable, 2 composite video inputs, 1 VGA input, 1 HDMI input (NTSC/PAL)	1	\$485.00	\$485.00
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,850.00	\$3,850.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,850.00	\$7,700.00
NEXT-RAD-SURGE-4	Surge panel box for Next and Radius systems. Provides additional surge protection for 4 lines using RJ45 connections.	1	\$400.00	\$400.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$90.00	\$90.00
VECTOR-NEXT	Vantage Vector Sensor Unit for VantageNext Platform; NTSC/PAL 115/230AC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	4	\$4,400.00	\$17,600.00
				<b>\$30,480.00</b>

#### Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

RodefX is an authorized Iteris Sales Representative for Iteris Roadway Sensors products and may sign quotations on Iteris' behalf with a total sales price of \$80,000 or less. Quotations that exceed \$80,000 in total price must be approved by an Authorized Iteris Signature.

<b>SUBTOTAL</b>	\$30,480.00
<b>FREIGHT</b>	
<b>TAX</b>	\$2,590.80
<b>TOTAL:</b>	\$33,070.80





Iteris, Inc.  
1700 Carnegie Avenue  
Suite 100  
Santa Ana, CA 92705-5551

Michael Girardot  
RodefX  
Phone:  
Email: [rodefx@verizon.net](mailto:rodefx@verizon.net)

## EQUIPMENT QUOTATION

Quote #00012195

February 22, 2023

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Authorized Iteris Signature

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Date

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Michael Girardot, RodefX



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 23-0086

**Agenda Date:** 3/20/2023

**Agenda #:** 7.

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**Agenda Item Wording:**

Authorize the City Manager to award RFB No. 22-23-42 for property abatement of developed properties throughout the City of Visalia to Joe Grijalva Landscaping in the amount not to exceed \$210,000 annually.

Deadline for Action: 3/20/2023

**Submitting Department:** Fire Department

**Contact Name and Phone Number:** Corbin Reed, 559-713-4272

**Department Recommendation:**

Authorize the City Manager to award RFB No. 22-23-42 for property abatement of developed properties throughout the City of Visalia to Joe Grijalva Landscape in the amount not to exceed \$210,000 annually.

**Background Discussion:**

On Thursday, February 16<sup>th</sup>, 2023 bids were solicited for property abatement of undeveloped properties within the City of Visalia. On February 27<sup>th</sup> and 28<sup>th</sup> two mandatory pre-bid meetings were held at 707 W. Acequia. Contractors were required to attend one of the two scheduled meetings to be eligible to bid on this contract. A total of three contractors were in attendance. The bid closed at 2:00 PM on Monday March 13<sup>th</sup>, 2023. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the contractor, be extended annually thereafter for four (4) consecutive one-year periods.

Three Bids were received for this contract:

Joe Grijalva Landscape- Tulare	\$8,864.50
JC's Land Management- Kingsburg	\$11,687.50
MP Environmental- Bakersfield	\$34,000.00

The Visalia Fire Department Prevention Division is responsible for property maintenance throughout the City. Staff maintains two different contracts with two contractors to perform abatement services, one is for the abatement of developed properties while the other is for undeveloped (vacant lots). This contract is for abatement services of undeveloped parcels throughout the City. The scope of work includes weed abatement through mowing, brush/trash clean up, tree trimming, removal of dead or damaged trees etc.

Property maintenance is performed throughout the City of Visalia on a continual basis. Visalia Municipal Code Chapter 8.56 (Weed and Property Maintenance Ordinance) requires that properties be maintained to a minimum standard year-round. Property maintenance includes weeds,

overgrowth, junk, trash, and debris removal, and also occasionally requiring maintenance or removal of trees deemed to be a hazard or dead.

Beginning in March, a post card is sent to each owner of record for undeveloped lots throughout the city. Then, again in mid-April an additional post card is sent to each owner. These post cards refer the property owners to the City's website where the abatement standards can be reviewed. The post cards also serve as a reminder to property owners that they must once again abate their undeveloped parcels by May 1<sup>st</sup>. Although property maintenance is a year-round process, it is typically complaint driven. During the months leading up to summer, the Prevention Division takes a proactive approach with undeveloped properties to mitigate the large fire risk associated with high fuel loads presented by unmanaged undeveloped lots.

On April 1<sup>st</sup>, Fire Prevention Staff begin inspections of City owned parcels and a work order is then issued to the contractor for the abatement of each lot that is found to be out of compliance. This will allow for all City owned parcels to be abated and brought into compliance prior to beginning the inspection of privately owned lots.

On May 1<sup>st</sup>, there will be approximately 2,000 cases opened on privately owned lots throughout the city. These lots will be inspected by Fire Prevention Staff beginning on or after May 1<sup>st</sup>. If the lots have been abated prior to staff's inspection of the parcel and follow the applicable abatement standards, the case will be closed out. If a significant attempt has been made to abate the lot and bring it into compliance but work is still needed, then a "Post Inspection Notice" will be sent to the property owner giving them an opportunity to complete the required work prior to any fees being accessed. This notice provides a seven-day extension for abatement (inspections are scheduled 10 days after the notice is generated to provide time for mailing). If the property owner has failed to try to bring the lot into compliance or it is still significantly out of compliance, then a "Declaration of Public Nuisance" will be issued. This notice currently carries a fee of \$271.95 and provides an additional 14 days to bring the property into compliance. Once the 14-day deadline has passed a re-inspection of the property is performed, depending on compliance level, the case may then be closed out, an additional "Declaration of Public Nuisance" may be issued, or work ordered (having our contractor abate).

If a property owner fails to abate his/her property after all warnings have expired a "work order" is then issued. The fees incurred during the abatement process are then billed to the Fire Department and in turn assessed against the property. A lien for all fees will be filed with the Tulare County Accessors Office and kept in place until the City has been reimbursed either by payments from a responsible party (property owner) or through the Tax Roll process.

**Fiscal Impact:**

Staff is recommending an annual contract of \$210,000 due to prior year abatement activities. This amount can fluctuate and will only be used if needed. In addition, any abatement on private property is billed to the property owner and can be placed on the City tax roll to reimburse this expense.

**Prior Council Action:** N/A

**Other:** N/A

**Alternatives:** None recommended

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

I move to award contract for RFB 22-23-42 to Joe Grijalva Landscape not to exceed \$210,000 per year for an initial 12-month term.

**Environmental Assessment Status:** N/A

**CEQA Review:** N/A

**Attachments:** Copy of bid from Joe Grijalva Landscape, JCS Land Management, MP Environmental and copy of RFB 22-23-42



**CITY OF VISALIA  
REQUEST FOR BID ("RFB")**

**RFB NO. 22-23-42**

**ANNUAL CONTRACT FOR ABATEMENT SERVICES OF  
UNDEVELOPED PROPERTIES**

**Mandatory Bid Meeting Dates:**

Monday, February 27, 2023 @ 11:00 a.m.

Tuesday, February 28, 2023 @ 11:00 a.m.

**BIDS DUE NO LATER THAN 2:00 PM ON MONDAY, MARCH 13, 2023**

All bidders and all listed subcontractors (including consultants) must be currently registered with the California Department of Industrial Relations (DIR).

*The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.*

PUBLIC WORKS CONTRACT: This is a Public Works Maintenance Contract and therefore, it is subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual (attached).

**Advertisement Dates: February 16, 2023  
February 21, 2023**

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### EXHIBITS

#### **A. BID FORM**

#### **B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM**

- B-1. Bidder's Statement on Previous Contracts Subject to EEO Clauses
- B-2. Equal Employment Opportunity Compliance Certificate
- B-3. Certificate of Non-segregated Facilities
- B-4. Non-Collusion Affidavit
- B-5. Worker's Compensation Insurance Certificate
- B-6. Anti-Kickback Compliance Certificate
- B-7. Americans with Disabilities Act Compliance Certificate
- B-8. Ownership Disclosure
- B-9. Drug-Free Workplace
- B-10. Iran Contracting Act Certification

#### **C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS**

- ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS
- ATTACHMENT 2 - INSURANCE REQUIREMENTS

#### **D. ADDITIONAL ATTACHMENTS (ATTACHED SEPARATELY)**

- D-1. STATE OF CALIFORNIA PREVAILING WAGE RATES
- D-2. CITY OF VISALIA LABOR COMPLIANCE MANUAL
- D-3. LANDFILL INFORMATION
- D-4. PROPERTY ABATEMENT DETAIL INFORMATION

## **I. DEFINITIONS**

For the purposes of RFB NO. 22-23-42, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 22-23-42.

## **II. INTRODUCTION**

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for property abatement services of undeveloped properties as assigned by the City of Visalia Fire Department. The successful bidder shall be responsible for providing all services necessary to fulfill the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

No bid will be accepted from a Contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the State of California Business and Professions Code and has a current Class C-27 Landscape Contractor's License. See Section III for additional Department of Industrial Relations Requirements which applies to this project.

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

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

Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State

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

Notice is hereby given that this contract is considered a public works contract and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations (DIR). Awarded Contractor is required to furnish electronic payroll records for new projects to the Labor Commissioner.

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors submitted after March 1, 2015 may be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- ☐ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.
- ☐ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- ☐ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodb.html>.
- ☐ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.
- ☐ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem



wages for each craft, classification, or type of worker needed to execute the contract at each job site.

- ❑ In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall:
  - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.
  - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.
  - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:
  - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
  - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.
  - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section

1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars (\$30,000).
- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
  - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***
  - The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.
  - Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.
  - Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration, signed under penalty of perjury, from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.
- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- ❑ As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in

which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

Ten (10) days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

<http://www.dir.ca.gov/OPRL/PWD/index.htm> and  
<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

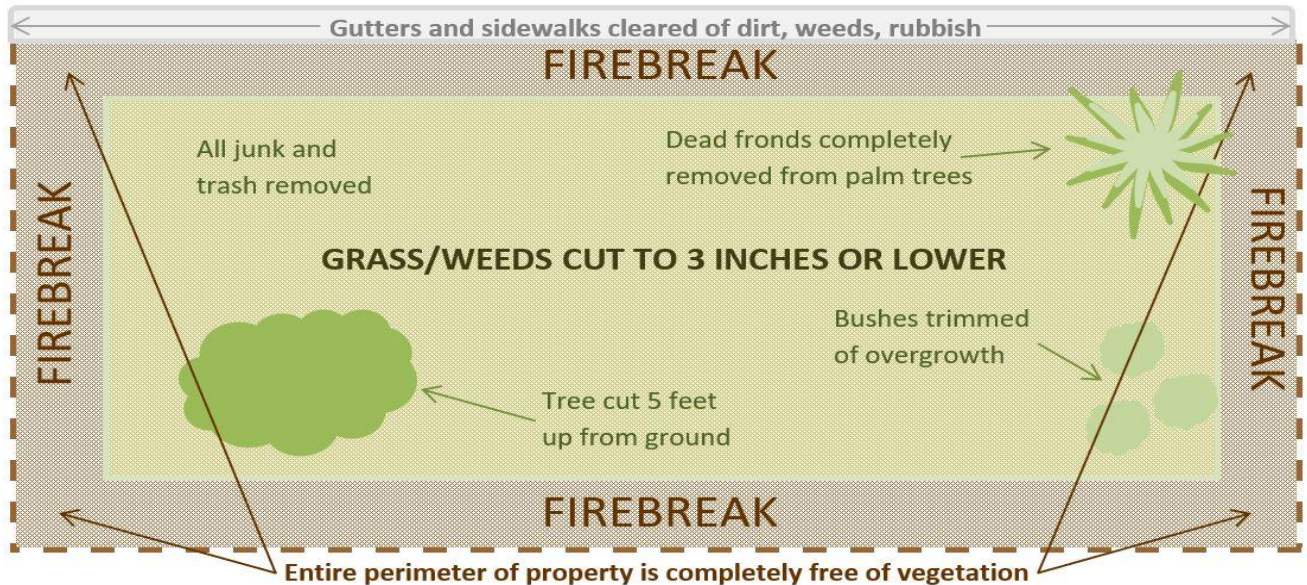
#### **IV. INSTRUCTIONS**

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:  
  
TO: City of Visalia Purchasing Division  
707 W. Acequia Avenue  
Visalia, CA 93291  
  
FROM: Bidder Name & Address  
  
RE: RFB 22-23-42  
Annual Contract for Abatement Services of Undeveloped Properties
4. Submit each of the required Certifications, Affidavits, Statements and Questionnaires as well as optional waiver(s) to City with the sealed Bid. City will not consider Bids which are not accompanied by the required completed forms.
5. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at [visaliapurchasing.org](http://visaliapurchasing.org) or by calling (559) 713-4334, or by FAX (559) 713-4801. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to [purchasing@visalia.city](mailto:purchasing@visalia.city).

***All questions regarding this project are due by March 3, 2023.***

#### **V. SCOPE OF SERVICES/PROJECT**

This contract is to provide property cleanup services for undeveloped properties as assigned by the City of Visalia Fire Department. All weeds, vegetation overgrowth, junk and trash must be removed from a designated property and may include the use of tractors and necessary implements, disking equipment, hand tools, large & small mowers, weed eaters, rakes, shovels or similar equipment. An illustration of a typical abatement utilizing our standards is shown below. Please see Attachment D-4 for additional information and Scope of Services detail.



### 1. WORK SCHEDULE

The property maintenance program is a year-round program with the summer months being the peak workload period. Schedule of work to be performed shall be arranged with the Fire Chief and/or his representative.

Property maintenance for the City of Visalia shall be “priority work” for the successful contractor. **Contractor must have sufficient equipment and employees to complete the high workload during the peak period.** Should the awarded contractor not be able to complete assignments within ten (10) calendar days from the date the work order is issued, the City reserves the right to make other arrangements for completion as the Fire Chief deems necessary to prevent fire hazard and/or abate public nuisances.

### 2. WORK ORDERS

The Visalia Fire Department shall prepare and email a work order to contractor for each parcel to be abated and shall determine what work shall be done on each lot (see attachment D-4 for sample work order). No job shall be completed without a work order. Contractor will not be paid for work not authorized by the City’s work order. Contractor shall complete abatement of lot within ten (10) days of issuance and documentations and photos shall be returned via email to Project Manager within five (5) days of completion. If Contractor has questions about the work to be accomplished, it is the responsibility of the Contractor to clarify all work with the Fire Department. Work orders and area maps are sent to the Contractor utilizing the City’s “Share” email service. This allows large files to be sent and received.

### 3. MOWING/SHREDDING/FIREBREAK OPERATIONS

Weeds, brush, grass, or other ground overgrowth shall be mowed or shredded to within three inches (3") of the finished soil surface and provided with a firebreak as outlined below. A firebreak is a gap of bare dirt between vegetation and property lines that acts as a barrier to stop or slow the progress of fire. Bid amount shall include all aforementioned costs only and shall reflect time spent solely on site.

- Lots less than .5 acres: Provide a minimum of five-foot (5') firebreaks along entire perimeter of the property.
- Lots 0.5 acres or more: Provide a minimum of ten-foot (10') firebreaks along entire perimeter of the property.

Mowing and shredding work must follow a strict order of operations to reduce the risk of fire. Firebreaks MUST be completed before any other operations are done on the site.

#### 4. HANDWORK OPERATIONS

Bushes, hedges, vines, and similar landscaping shall be trimmed of overgrowth. Clearing of street gutters is required if there is a large presence of weeds, dirt and/or debris therein. All debris generated from handwork shall be hauled out of the property and loaded into contractor's truck or trailer. Bid amount shall include all aforementioned costs only and shall reflect time spent solely on site.

#### 5. JUNK AND TRASH REMOVAL

Any junk and trash discovered at a property where a work order has been issued shall be hauled out of the property and loaded into contractor's truck or trailer. Junk and trash may include appliances, furniture, e-waste, mattresses, and/or tires. Detailed photos shall be provided of all junk and trash removed from any property. Bid amount shall include all aforementioned costs only and shall reflect time spent solely on site.

Occasionally a Contractor will be required to clear a homeless encampment. Items that can be construed as private property shall not be removed without prior approval of the Visalia Fire Department. This would include items that may be property of homeless persons. Typically, such items will be identified prior to abatement, or a Fire Inspector will be onsite to help determine what is junk or trash.

#### 6. TREE TRIMMING

Any trees with the branches or limbs extending down lower than 5 feet from the ground shall be "skirted" up to this height. Palm trees shall be trimmed of all dead, dry fronds. Occasionally tree removal of dead trees may be required but shall only be done with explicit instructions on the work order and only when a quote has been requested and approved. All debris generated from tree trimmings shall be hauled out of the property and loaded into contractor's truck or trailer. Bid amount shall include all aforementioned costs only and shall reflect time spent solely on site.

#### 7. DISPOSAL OPERATIONS

All debris, junk and/or trash that is generated or located at the property from a work site shall be disposed of properly at an appropriate facility. Photos of the filled work truck or trailer must be taken prior to departing the work order location. Bid amount shall include employee(s) time, transportation, equipment and labor to dispose of the items at the disposal site. Any time spent for disposal operations shall not be entered as per hour charges under any other bid table line item. Dump fees shall be reimbursed based on actual cost detailed on receipt turned in with the work order.

#### 8. RESPONSE TIME

Work must be promptly completed in order to accomplish safety goals. Work must be completed within ten (10) calendar days of the work order share link being sent. The Contractor must submit the completed work order and all supporting documentation (invoice, receipts, before and after photos, etc.) within five (5) calendar days after the work is completed. The work order and documentation must be sent via the same Share weblink the work order was issued with.

#### 9. PHOTOGRAPHS

Proper photographic documentation is required to substantiate billing of the cleanup costs to the property owner. Detailed and high quality "before" and "after" photographs taken by the Contractor at the start and end of each working day at the job site are mandatory. Photos must be taken in digital format with a minimum resolution of 2240x1680 pixels. Photos must either have a visible date and time stamp on the image or a photo taken of a digital device screen prior to taking any pictures.

Contractor must submit "before" and "after" photographs of each job with the completed work order utilizing the City's Share email service. In no instance will a work order be approved for payment if "before" and "after" photographs are not submitted or of low quality.

#### 10. INSPECTION

The Visalia Fire Department shall review work completed by the contractor upon receipt of the work order. Should the Visalia Fire Department determine that the work done is not acceptable, payment will be withheld until work has been done to the Department's satisfaction. The decision of the Visalia Fire Department shall be final.

#### 11. SAFETY

All labor performed and materials and equipment used in implementation of this contract shall be in full compliance with safety orders and regulations of the Division of Industrial Safety of the State of California, the Williams-Steiger Federal Occupational Health and Safety Act, and CAL-OSHA.

At all times while performing work, contractor shall have immediate access to the following equipment necessary to extinguish grass fires caused as a result of contractor's weed abatement work: one (1), 3A/40BC fire extinguisher or one (1) 2-1/2-gallon pressurized water extinguisher (or equivalent), and one (1) shovel.

#### 12. METHOD OF PAYMENT

The contractor shall return the completed work order certifying that the job has been completed and the Visalia Fire Department shall review the work. If any work is less than one hour, it shall be rounded up to the nearest half-hour. Once approved, payment in full will be made within thirty (30) working days. Payment for dumping fees shall be verified by individual receipts per work order from the appropriate waste facility. Receipts must have the appropriate case number noted for each work order. Photographs and receipts shall be provided for verification.

It is understood by both the Contractor and the City of Visalia that property conditions, obstructions, grass height and soil types shall vary from site to site. Contractor shall not be paid according to parcel conditions, but rather, payment shall be based on the unit prices quoted on the Bid Form.

#### 13. COMMUNICATION

Contractor must maintain a cellular phone so that contractor can be contacted from 8:00 a.m. through 5:00 p.m., Monday through Friday. Contractor is responsible for the costs associated with the communication device.

#### 14. USE OF CITY PERSONNEL AND EQUIPMENT

City of Visalia shall not furnish personnel to assist the contractor in performance of the contract. The contractor understands that any offers of assistance by City Personnel are unauthorized, and the contractor shall not accept such offers.

City of Visalia shall not furnish any equipment to assist the contractor in performance of the contract. Contractor understands that any offers by City of Visalia Personnel to use City equipment for loading, processing and disposal of the property are unauthorized and the contractor shall not accept such offers.

Contractor shall be billed for City personnel labor, equipment, and materials whenever City forces are called upon to repair damage caused by the contractor in the performance of work associated with this contract.

#### 15. MATERIALS

Contractor shall furnish and use, at his own expense, all materials, labor, tools, equipment, and transportation necessary to carry out this contract.



All vehicles utilized to carry out contracted work for the City shall be in compliance with the State of California.

16. HAZARDOUS WASTE

Contractor shall notify the project manager immediately if any hazardous materials are found on site.

17. DUST ABATEMENT

All abatements on lots that are .5 acres or larger shall comply with RULE 8051 set forth by San Joaquin Valley Air Pollution Control District. This rule applies to any lot within urban areas that weed removal leaves less than three inches (3") of stubble immediately after such abatement. The contractor shall furnish all labor, equipment, and means required, and shall carry out effective measures wherever and as often as necessary, to prevent this operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying buildings in the vicinity. The contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the contractor is relieved of further responsibility by the project manager. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the various prices named in the bid sheet for completion of the work.

18. NOISE LEVELS

Contractor shall comply with the City of Visalia's Municipal Code, Title 8 Health and Safety, Chapter 8.36 Noise. The City of Visalia Municipal Code can be found at [www.visalia.city](http://www.visalia.city)

19. HAULING RESTRICTIONS

The contractor shall comply with all restrictions when hauling material. Load restrictions on roads are identical to the State of California Department of Motor Vehicle load restrictions. A permit will not relieve the contractor of the liability for damage or the possible citations that may result from improperly moving of equipment/materials.

**VI. PRE-BID AND CONTRACT MEETINGS**

1. Mandatory Pre-Bid Meetings. Two (2) mandatory pre-Bid meetings will be held on **Monday, February 27 and Tuesday, February 28, 2023 at 11:00 a.m.** each day at 707 W. Acequia, Visalia, CA, City Hall. Attendance at one (1) of these meetings is required to submit a Bid in response to this RFB and information regarding the project will be provided at this meeting. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.
2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager:	Corbin Reed
Department:	Fire Department

**VII. BID OPENING AND CONFIDENTIALITY**

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on **Monday, March 13, 2023 at 2:00 p.m.** at 707 W. Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase.

2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

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

## **VIII. AWARD**

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

## **IX. PROTESTS/APPEALS**

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply with regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and
2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.



3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.
4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

## **X. SPECIAL CONDITIONS**

1. Project Administrative Issues
  - a. Complete Project. The successful Bidder shall be responsible for providing all materials, labor, equipment, and services necessary to fulfill the requirements of this RFB.
  - b. Extra Work. Contractor is prohibited from doing extra work, unless work and price are authorized in writing by Project Manager before the work is done.
2. City-Contractor Relations
  - a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents, or employees.
  - b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.
3. Legal Responsibilities. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws and ensure against discrimination.

## **XI. GENERAL CONDITIONS**

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

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of

race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

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

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

2. Post-Closing Date Corrections are prohibited.
3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.
4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.
6. Telegraphic, telephonic, electronic, and facsimile Bids and withdrawal requests will not be accepted.
7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.
8. All Bids are the property of the City after submission.
9. City is not responsible for Bid errors and omissions.
10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.
11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Bidder is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.
12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.
13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.
14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.
15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.
16. Bidder shall withhold, pay, and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.

17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.
18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.
19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions, and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.
20. Each Bidder will be required to submit Certifications, Affidavits, Assurances, Statements and Questionnaires which are attached in Exhibit "B".
21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.
22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.
23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Bids on alternate items. The City reserves the right to award to the contract based on the lowest combination or combinations of Bid items and alternate Bid items.
24. No mention shall be made in the Bid of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.
25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation, or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.
26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.
27. The annual contract resulting from this invitation to bid will be administered by the Fire Department. However, the City's Purchasing Division shall be the final judge

concerning issues or matters related to contract interpretation or problems regarding the terms, conditions, or scope of the contract.

28. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Contract shall begin no later than 15 days from the receipt of annual contract.
29. All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time-period will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period. In no instance shall the price increase exceed 5%. The contract unit price changes, as a result of this formula, shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

30. This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

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

Any assignment, subletting or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.

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

## **XII. POST AWARD RESPONSIBILITIES**

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit "C" with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.

2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
3. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit “C”, Attachment 2. Contractor shall provide evidence of such insurance to City’s Purchasing Division prior to commencement of work.

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

**EXHIBIT "A"**  
**BID FORM**  
**RFB NO. 22-23-42**

**Project: ANNUAL CONTRACTO FOR ABATEMENT SERVICES OF UNDEVELOPED PROPERTIES**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-42 dated: \_\_\_\_\_, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties, and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

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

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that LOW BIDDER will be determined by the lowest TOTAL BID AMOUNT submitted by a Bidder who is deemed Responsive and Responsible and complies with the specifications.

The quantities given on the Bid Form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly, agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

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

*In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.*

Item	Description of Services per specifications of RFB-22-23-42			
<b>A</b>	<b>Mowing/Shredding/Firebreak Operations</b>	<b>Unit Price (A)</b>	<b>Estimated Acreage (B)</b>	<b>Extended Price (A x B)</b>
A1.	Less than 1 Acre	\$_____ per ¼ acre	.75 acre	\$_____
A2.	1 Acre – 5 Acres	\$_____ per acre	5 acres	\$_____
A3.	Over 5 Acres	\$_____ per acre	30 acres	\$_____
		<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
<b>B</b>	<b>Handwork Operations</b>	\$_____ per person per hour*	17 hours	\$_____
<b>C</b>	<b>Junk &amp; Trash Removal @ Property</b>	\$_____ per ton**	3 tons	\$_____
<b>D</b>	<b>Tree Trimming</b>			
D1.	Skirting Trees	\$_____ per person per hour*	5 hours	\$_____
D2.	Tree Removal	n/a		AS QUOTED at time of request
D3.	Palm Tree trimming	\$_____ per person per hour*	5 hours	\$_____
<b>E</b>	<b>Disposal of Weeds, Debris, Junk or Trash</b>			
E1.	Labor, time, equipment for dumping	\$_____ per ton**	3 tons	\$_____
E2.	Dump Fees	n/a		ACTUAL COST
<b>TOTAL BID AMOUNT</b> (Items A-E)				\$_____

- \* Work shall be rounded-up to the nearest ½ hour.  
 \*\* Weights shall be rounded-up to the nearest ½ ton.

- (1) \_\_\_\_\_  
 Bidding Firm
- (2) \_\_\_\_\_  
 Corporation, Partner, Joint Venture
- (3) \_\_\_\_\_  
 Business Address City State Zip Code
- \_\_\_\_\_  
 Telephone Number Fax Number
- \_\_\_\_\_  
 E-mail Address
- (4) \_\_\_\_\_  
 Signature of Authorized Person (Date)
- \_\_\_\_\_  
 Type or Print Authorized Person's Name

**PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE**

- (1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.
- (2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".
- (3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.
- (4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

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



**BIDDING AGENCY:** \_\_\_\_\_

**BIDDING CONTRACTOR'S LICENSE INFORMATION:**

**STATE CONTRACTOR'S LIC. CLASS:** \_\_\_\_\_ **#** \_\_\_\_\_ **EXP. DATE:** \_\_\_\_\_

**STATE D.I.R. REGISTRATION #** \_\_\_\_\_

**FEDERAL TAX I.D. #** \_\_\_\_\_

**CITY OF VISALIA BUSINESS TAX CERTIFICATE #** \_\_\_\_\_ A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a Business Tax Certificate prior to commencement of work within the City of Visalia. Please contact the Business Tax Division with questions at (559) 713-4326.

**CONTRACTOR'S REFERENCES:** The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past five (5) years.

**REFERENCE 1**

**NAME OF AGENCY:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**AGENCY ADDRESS:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_

**REFERENCE 2**

**NAME OF AGENCY:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**AGENCY ADDRESS:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_

**REFERENCE 3**

**NAME OF AGENCY:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**AGENCY ADDRESS:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_

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

**COMPANY NAME:** \_\_\_\_\_ **TYPE OF INSURANCE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TELEPHONE#:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **TYPE OF INSURANCE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TELEPHONE#:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **TYPE OF INSURANCE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TELEPHONE#:** \_\_\_\_\_

**EXHIBIT "B-1"**

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**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS  
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11426)**

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Note: THIS FORM IS TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID.

Within 24 hours after the bid opening, the three lowest bidders shall submit this form (completed and signed by each of their listed subcontractors). A scanned copy will be accepted; however, the original copies must be mailed or hand-delivered.

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

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

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

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

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

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-2"**

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

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin, or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Signing Official (Print or Type): \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_ Company Seal: \_\_\_\_\_

**EXHIBIT "B-3"****CERTIFICATE OF NONSEGREGATED FACILITIES  
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
  - (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
  - (b) Retain such certifications in its files; and
  - (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Signing Official (Print or Type): \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_ Company Seal:

**EXHIBIT "B-4"****NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA        )  
   ) ss  
 CITY OF VISALIA            )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name of Signing Official: \_\_\_\_\_  
 Title of Signing Official: \_\_\_\_\_  
 Date: \_\_\_\_\_

Company Seal:

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

State of California  
 County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "B-5"****WORKERS' COMPENSATION INSURANCE CERTIFICATE  
(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA       )  
  ) ss  
CITY OF VISALIA               )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-6"**

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

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

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-7"****AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:



**EXHIBIT "B-8"**

**CITY OF VISALIA, CA**  
**Ownership Disclosure for Contractors and Consultants**

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

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

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

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Submitted by: Name \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT "B-9"**

STATE OF CALIFORNIA

**DRUG-FREE WORKPLACE CERTIFICATION**

STD.21 (REV.10-2019)

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

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

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

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

**EXHIBIT "B-10"****IRAN CONTRACTING ACT CERTIFICATION**

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☐ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

**EXHIBIT “C”**

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

**ANNUAL CONTRACT FOR  
PROPERTY ABATEMENT SERVICES OF UNDEVELOPED PROPERTIES  
(City of Visalia Bid No. 22-23-42)**

This Agreement, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 [“Effective Date”], by and between the City of Visalia, hereinafter referred to as the “CITY”, and \_\_\_\_\_ hereinafter referred to as the “CONTRACTOR”, “BIDDER”, or “SUBRECIPIENT”.

R E C I T A L S

**WHEREAS**, CONTRACTOR is an \_\_\_\_\_ (insert individual or entity type) with a primary business address of \_\_\_\_\_ and SSN or EIN: \_\_\_\_\_; and

**WHEREAS**, CITY is a municipal corporation and Charter Law City; and

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

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

**NOW, THEREFORE**, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City’s option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

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

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 22-23-42, Annual Contract for Abatement Services of Undeveloped Properties
Attachment 4	CONTRACTOR’s bid in response to Bid No. 22-23-42

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS\*:

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

All work described in Scope of Services in Bid No. 22-23-42.

4. CITY COMMITMENTS:

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

<b>TASK</b>	<b>COMPLETION DATE</b>
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

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

<b>Total Compensation:</b>	\$
<b>Source of Funds:</b>	Local Revenues
<b>Payment Schedule:</b>	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary to support this request. The request for price adjustment must be submitted to the Project Manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time-period will not be considered.

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

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

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

**CONTRACTOR**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

**CITY OF VISALIA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City of Visalia Risk Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City of Visalia Project Manager

**Exhibit "C"**  
**Attachment 1**  
**GENERAL CONTRACT PROVISIONS**

- A. Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment:** Neither party shall assign, delegate, or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA  
707 W. Acequia Ave.  
Visalia, CA 93291  
Attention: City Clerk/Purchasing

CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

- J. Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- K. Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- L. Executive Order N-6-22 – Russia Sanctions** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State

**Exhibit “C”  
Attachment 2**

**INSURANCE REQUIREMENTS**

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR’s insurance coverage and shall not contribute to it.
2. **Subcontractor(s)’ Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.
3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
  - a. **Worker’s Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts.
  - b. **Automobile Liability Insurance** for each of CONTRACTOR’s vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR’s employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
    - (1) bodily injury
    - (2) personal injury
    - (3) broad form property damage
    - (4) contractual liability
    - (5) cross-liability
    - (6) products and completed operations liability
4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:



- a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.
- b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
- c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

**6. Proof of Coverage.**

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia  
707 W. Acequia  
Visalia, CA 93291  
Attn: Purchasing Division



**ADDENDUM NO. 01**

**Issued:** March 6, 2023  
**Project:** Annual Contract for Abatement Services of Undeveloped Properties  
**RFP No.:** RFB 22-23-42  
**Bids Due:** Monday, March 13, 2023 @ 2:00 p.m.

Addendum No. 01 is being issued to answer questions received pertaining to the project and to provide any pertinent wage updates. This addendum becomes part of the Contract Documents for the above project and must be signed and submitted with Bid.

**ITEM 1: QUESTIONS/RESPONSES**

Q1: Would having a Class A General Eng. License be sufficient with references of performing similar work?  
R1: Yes, a Class A license will suffice.

Q2: To clarify, no disking is required for this bid?  
R2: Correct. Disking may be used for fire breaks but is not otherwise needed.

Q3: What if we encounter hazardous waste?  
R3: Please notify the Project Manager and the City will handle the issue.

Q4: Is there a current list of properties to be abated?  
R4: The City will begin inspections of City owned properties on 4/1/23 and privately owned properties on 5/1/23. The list will be created based on these inspections.

Q5: Do you have a rough number of how many work orders are issued per year?  
R5: Below is a monthly breakdown of inspections for the past five (5) years:

January	1	July	3
February	2	August	4
March	10	September	2
April	25	October	2
May	29	November	1
June	15	December	2

Q6: Why the change from disking to mowing?  
R6: There were issues with the dirt not getting fully overturned so a decision was made to switch to mowing in this contract.

Q7: When will we be required to mow- when the grass is still green or after it has dried?  
R7: Inspections will begin April 1<sup>st</sup> for City owned vacant parcels, Inspectors will begin issuing work orders on April 3<sup>rd</sup>. Work orders will begin being issued for privately owned lots on or around May 15<sup>th</sup>.

**ITEM 2: PREVAILING WAGES**

There were no changes to the wage determinations provided in the initial bid documents.

**BIDDER ACKNOWLEDGMENT OF ADDENDUM NO. 1**

/s/ Purchasing Division  
(559) 713-4334

Bidder to sign and submit with Bid.

Firm: JCS Land management Date: 3/13/2023  
By: [Signature]  
Signature

**EXHIBIT "A"**  
**BID FORM**  
**RFB NO. 22-23-42**

**Project: ANNUAL CONTRACTO FOR ABATEMENT SERVICES OF UNDEVELOPED PROPERTIES**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-42 dated: \_\_\_\_\_, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties, and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

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

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that LOW BIDDER will be determined by the lowest TOTAL BID AMOUNT submitted by a Bidder who is deemed Responsive and Responsible and complies with the specifications.

The quantities given on the Bid Form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly, agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

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

*In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.*

Item	Description of Services per specifications of RFB-22-23-42			
A	Mowing/Shredding/Firebreak Operations	Unit Price (A)	Estimated Acreage (B)	Extended Price (A x B)
A1.	Less than 1 Acre	\$ <u>350</u> per ¼ acre	.75 acre	\$ <u>262.50</u>
A2.	1 Acre – 5 Acres	\$ <u>500</u> per acre	5 acres	\$ <u>2,500</u>
A3.	Over 5 Acres	\$ <u>250</u> per acre	30 acres	\$ <u>7,500</u>
		Unit Price	Estimated Quantity	Extended Price
B	Handwork Operations	\$ <u>55</u> per person per hour*	17 hours	\$ <u>935</u>
C	Junk & Trash Removal @ Property	\$ <u>40</u> per ton**	3 tons	\$ <u>120</u>
D	Tree Trimming			
D1.	Skirting Trees	\$ <u>25</u> per person per hour*	5 hours	\$ <u>125</u>
D2.	Tree Removal	n/a		AS QUOTED at time of request
D3.	Palm Tree trimming	\$ <u>25</u> per person per hour*	5 hours	\$ <u>125</u>
E	Disposal of Weeds, Debris, Junk or Trash			
E1.	Labor, time, equipment for dumping	\$ <u>40</u> per ton**	3 tons	\$ <u>120</u>
E2.	Dump Fees	n/a		ACTUAL COST
<b>TOTAL BID AMOUNT</b> (Items A-E)				\$ <u>11,687.50</u>

\* Work shall be rounded-up to the nearest ½ hour.

\*\* Weights shall be rounded-up to the nearest ½ ton.

- (1) JCS Land Management  
Bidding Firm
- (2) Corp  
Corporation, Partner, Joint Venture
- (3) 10859 E Clarkson Ave Kingsburg, CA 93631  
Business Address City State Zip Code
- 559-978-7730  
Telephone Number Fax Number
- jcslandmgmt@yahoo.com  
E-mail Address
- (4) [Signature] 3/13/2023  
Signature of Authorized Person (Date)
- Jasiel Contreras  
Type or Print Authorized Person's Name

**PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE**

- (1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.
- (2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".
- (3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.
- (4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

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

BIDDING AGENCY: JCS Land mgmt

**BIDDING CONTRACTOR'S LICENSE INFORMATION:**

STATE CONTRACTOR'S LIC. CLASS: C27C61/D49 C-8 C61/D63 # 1093433 EXP. DATE: 6/30/2024  
STATE D.I.R. REGISTRATION # 1000941575  
FEDERAL TAX I.D. # 88-1956721

**CITY OF VISALIA BUSINESS TAX CERTIFICATE #** \_\_\_\_\_ A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a Business Tax Certificate prior to commencement of work within the City of Visalia. Please contact the Business Tax Division with questions at (559) 713-4326.

**CONTRACTOR'S REFERENCES:** The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past five (5) years.

**REFERENCE 1**

NAME OF AGENCY: International Paper CONTACT PERSON: Joe Bejar  
AGENCY ADDRESS: 1100 Muscat Ave Sanger PHONE #: 559-356-1031

**REFERENCE 2**

NAME OF AGENCY: Best Buy Distribution CONTACT PERSON: Kent Fernandez  
AGENCY ADDRESS: 777 Monte Vista Dr. Dinuba PHONE #: 559-594-2401

**REFERENCE 3**

NAME OF AGENCY: Southwest Transportation CONTACT PERSON: Gary  
AGENCY ADDRESS: 16641 S. Elm Ave Canters PHONE #: 559-230-7612

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

COMPANY NAME: Kraftilee Insurance TYPE OF INSURANCE: \_\_\_\_\_  
ADDRESS: 10061 CA-49 #103 TELEPHONE#: 559-683-4411  
Oakhurst, CA

COMPANY NAME: \_\_\_\_\_ TYPE OF INSURANCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ TYPE OF INSURANCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **1093433**

Entity **CORP**

Business Name **JCS LAND MANAGEMENT**

Classification(s) **C27 C61/D49 C-8 C61/D63**

Expiration Date **06/30/2024**

[www.csib.ca.gov](http://www.csib.ca.gov)



## BUSINESS TAX CERTIFICATE

This certificate is to be displayed at your place of business. It is issued without verification that the holder is subject to or exempt from licensing by the State of California. This certificate does not constitute a permit to operate a business in violation of any law or ordinance.

Business Name: **JCS LAND MANAGEMENT**

Business Location: **1 OUT OF TOWN  
VISALIA, CA 00000**

Owner: **JASIEL CONTRERAS**

Owner:



## CITY OF VISALIA

707 W. Acequia Avenue  
Visalia, CA 93291  
(559) 713-4326  
[www.visalia.city](http://www.visalia.city)

Business Tax Number:  
**BL029910**

Bus Start Date: **01/03/2011**      Expiration Date: **06/30/2023**

Billing Period:  
**01/01/2023 - 06/30/2023**

Business Description:  
**CONTRACTOR**



IMPORTANT INFORMATION:



**EXHIBIT "B-1"****BIDDER'S STATEMENT ON PREVIOUS CONTRACTS  
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11426)**

Note: THIS FORM IS TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID.

Within 24 hours after the bid opening, the three lowest bidders shall submit this form (completed and signed by each of their listed subcontractors). A scanned copy will be accepted; however, the original copies must be mailed or hand-delivered.

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

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

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

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

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

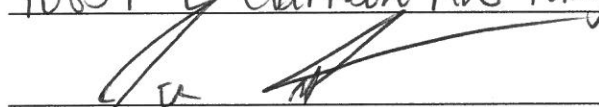
Company:

JCS Land Management

Business Address:

10859 E Clarkson Ave Kingsburg CA 93631

Signature:



Name of Signing Official:

Jasiel Contreras

Title of Signing Official:

President

Date:

3/13/2023

Company Seal:

**EXHIBIT "B-2"**

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

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin, or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: JCS Land Management  
 Business Address: 10859 E Clarkson Ave Kingsburg CA 93631  
 Signature: [Signature] Date: 3/13/2023  
 Name of Signing Official (Print or Type): Jasiel Contreras  
 Title of Signing Official: President Company Seal: \_\_\_\_\_

**EXHIBIT "B-3"****CERTIFICATE OF NONSEGREGATED FACILITIES  
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
  - (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
  - (b) Retain such certifications in its files; and
  - (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: JCS Land Management

Business Address: 10859 E Clarkson Ave Kingsburg CA 93631

Signature: [Signature] Date: 3/13/2023

Name of Signing Official (Print or Type): Jasie Contreras

Title of Signing Official: President Company Seal:

**EXHIBIT "B-4"****NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA       )  
   ) ss  
 CITY OF VISALIA            )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company:

JCS Land Management

Business Address:

10859 E Clarkson Ave Kingsburg CA 93631

Signature:

Jasiel Contreras

Name of Signing Official:

President

Title of Signing Official:

Date:

3/13/2023

Company Seal:

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

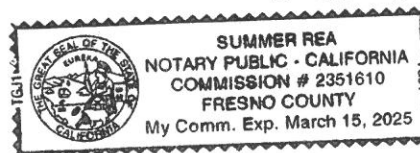
State of California  
 County of Fresno

On this 13 day of March before me, Summer Rea, a Notary Public,

personally appeared Jasiel Contreras, 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 Summer Rea (Seal)


**EXHIBIT "B-5"****WORKERS' COMPENSATION INSURANCE CERTIFICATE  
(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA       )  
  ) ss  
CITY OF VISALIA            )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: JCS Land Management

Business Address: 10859 E clarkson Ave Kingsburg CA 93631

Signature: 

Name of Signing Official: Jasiel Contreras

Title of Signing Official: President

Date: 3/13/2023

Company Seal:

**EXHIBIT "B-6"****CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE**  
**(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))**

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

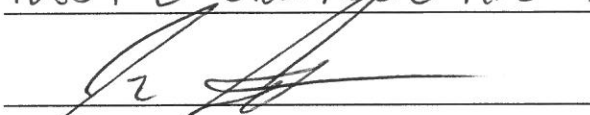
Company:

JCS Land Management

Business Address:

10859 E Clarkson Ave Kingsburg CA. 93631

Signature:



Name of Signing Official:

President

Title of Signing Official:

Jasei Contreras

Date:

3/13/2023

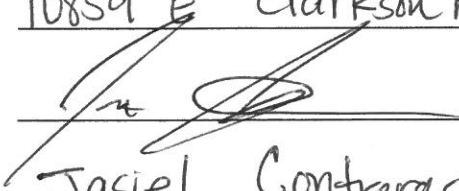
Company Seal:

**EXHIBIT "B-7"****AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: JCS Land Management

Business Address: 10859 E Clarkson Ave Kingsburg CA. 93631

Signature: 

Name of Signing Official: Jasiel Contreras

Title of Signing Official: President

Date: 3/13/2023

Company Seal:

**EXHIBIT "B-8"****CITY OF VISALIA, CA**  
**Ownership Disclosure for Contractors and Consultants****NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:**

Firm Name: JCS Land Management  
Firm Address: 10859 E Clarkson Ave Kingsburg CA 93631

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:

Jasiel Contreras, President & Chief Financial Officer  
Mana Contreras, Secretary & Director  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: Name Jasiel Contreras  
Date 3/13/2023



**EXHIBIT "B-9"**

STATE OF CALIFORNIA

**DRUG-FREE WORKPLACE CERTIFICATION**

STD.21 (REV.10-2019)

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

CONTRACTOR/BIDDER FIRM NAME <b>JCS Land Management</b>	FEDERAL ID NUMBER
BY (Authorized Signature) <b>Jasie Contreras</b>	DATE EXECUTED <b>3/13/2023</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jasie Contreras</b>	TELEPHONE NUMBER (Include Area Code) <b>(559) 978-7730</b>
TITLE <b>President</b>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <b>10859 E Clarkson Ave Kingsburg CA 93631</b>	

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

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

**EXHIBIT "B-10"****IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☒ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: Printed Name: Jasiel ContrerasTitle: PresidentAgency Name: JCS Land managementDate: 3/13/2013

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



**ADDENDUM NO. 01**

**Issued:** March 6, 2023  
**Project:** Annual Contract for Abatement Services of Undeveloped Properties  
**RFP No.:** RFB 22-23-42  
**Bids Due:** Monday, March 13, 2023 @ 2:00 p.m.

Addendum No. 01 is being issued to answer questions received pertaining to the project and to provide any pertinent wage updates. This addendum becomes part of the Contract Documents for the above project and must be signed and submitted with Bid.

**ITEM 1: QUESTIONS/RESPONSES**

- Q1: Would having a Class A General Eng. License be sufficient with references of performing similar work?  
R1: Yes, a Class A license will suffice.
- Q2: To clarify, no disking is required for this bid?  
R2: Correct. Disking may be used for fire breaks but is not otherwise needed.
- Q3: What if we encounter hazardous waste?  
R3: Please notify the Project Manager and the City will handle the issue.
- Q4: Is there a current list of properties to be abated?  
R4: The City will begin inspections of City owned properties on 4/1/23 and privately owned properties on 5/1/23. The list will be created based on these inspections.
- Q5: Do you have a rough number of how many work orders are issued per year?  
R5: Below is a monthly breakdown of inspections for the past five (5) years:
- |          |    |           |   |
|----------|----|-----------|---|
| January  | 1  | July      | 3 |
| February | 2  | August    | 4 |
| March    | 10 | September | 2 |
| April    | 25 | October   | 2 |
| May      | 29 | November  | 1 |
| June     | 15 | December  | 2 |
- Q6: Why the change from disking to mowing?  
R6: There were issues with the dirt not getting fully overturned so a decision was made to switch to mowing in this contract.
- Q7: When will we be required to mow- when the grass is still green or after it has dried?  
R7: Inspections will begin April 1<sup>st</sup> for City owned vacant parcels, Inspectors will begin issuing work orders on April 3<sup>rd</sup>. Work orders will begin being issued for privately owned lots on or around May 15<sup>th</sup>.

**ITEM 2: PREVAILING WAGES**

There were no changes to the wage determinations provided in the initial bid documents.

**BIDDER ACKNOWLEDGMENT OF ADDENDUM NO. 1**

/s/ Purchasing Division  
(559) 713-4334

Bidder to sign and submit with Bid.

Firm: Joe Grijalva Landscaping Date: 3-10-23  
By: [Signature]  
Signature

**EXHIBIT "A"**  
**BID FORM**  
**RFB NO. 22-23-42**

**Project: ANNUAL CONTRACTO FOR ABATEMENT SERVICES OF UNDEVELOPED PROPERTIES**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-42 dated: \_\_\_\_\_, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties, and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

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

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that LOW BIDDER will be determined by the lowest TOTAL BID AMOUNT submitted by a Bidder who is deemed Responsive and Responsible and complies with the specifications.

The quantities given on the Bid Form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly, agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

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

*In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.*

Item	Description of Services per specifications of RFB-22-23-42			
A	Mowing/Shredding/Firebreak Operations	Unit Price (A)	Estimated Acreage (B)	Extended Price (A x B)
A1.	Less than 1 Acre	\$ <u>185.00</u> per ¼ acre	.75 acre	\$ <u>555.00</u>
A2.	1 Acre – 5 Acres	\$ <u>185.00</u> per acre	5 acres	\$ <u>925.00</u>
A3.	Over 5 Acres	\$ <u>185.00</u> per acre	30 acres	\$ <u>5550.00</u>
B	Handwork Operations	Unit Price	Estimated Quantity	Extended Price
		\$ <u>38.50</u> per person per hour*	17 hours	\$ <u>654.50</u>
C	Junk & Trash Removal @ Property			
		\$ <u>60</u> per ton**	3 tons	\$ <u>180.00</u>
D	Tree Trimming			
D1.	Skirting Trees	\$ <u>38.50</u> per person per hour*	5 hours	\$ <u>192.50</u>
D2.	Tree Removal			AS QUOTED at time of request
D3.	Palm Tree trimming	\$ <u>38.50</u> n/a per person per hour*	5 hours	\$ <u>192.50</u>
E	Disposal of Weeds, Debris, Junk or Trash			
E1.	Labor, time, equipment for dumping	\$ <u>105</u> per ton**	3 tons	\$ <u>315.00</u>
E2.	Dump Fees	n/a		ACTUAL COST
<b>TOTAL BID AMOUNT</b> (Items A-E)				\$ <u>8564.50</u>

\* Work shall be rounded-up to the nearest ½ hour.

\*\* Weights shall be rounded-up to the nearest ½ ton.

- (1) Joe Grjalva Landscapes  
Bidding Firm
- (2) Sole proprietor  
Corporation, Partner, Joint Venture
- (3) 1025 Beverly DR Tulsa CA 93274  
Business Address City State Zip Code  
559-736-2475  
Telephone Number Fax Number  
joeglandscapconstruction@AOL.com  
E-mail Address
- (4) [Signature] 0-10-23  
Signature of Authorized Person (Date)  
Joe Grjalva  
Type or Print Authorized Person's Name

**PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE**

- (1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.
- (2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".
- (3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.
- (4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Joe Grigsby

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



BIDDING AGENCY: Joe Grijsels/landscape

**BIDDING CONTRACTOR'S LICENSE INFORMATION:**

STATE CONTRACTOR'S LIC. CLASS: C-27 # 842589 EXP. DATE: 7-31-24  
STATE D.I.R. REGISTRATION # PW-LR-1000462784  
FEDERAL TAX I.D. # 800058243

CITY OF VISALIA BUSINESS TAX CERTIFICATE # B1020375 A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a Business Tax Certificate prior to commencement of work within the City of Visalia. Please contact the Business Tax Division with questions at (559) 713-4326.

**CONTRACTOR'S REFERENCES:** The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past five (5) years.

**REFERENCE 1**

NAME OF AGENCY: City of Visalia CONTACT PERSON: Steve Jeff  
AGENCY ADDRESS: 315 E Aveguia Ave PHONE #: 559-713-4534

**REFERENCE 2**

NAME OF AGENCY: City of Porterville CONTACT PERSON: Clayton Nigam  
AGENCY ADDRESS: 291 N. Main St. PHONE #: 559-782-7526

**REFERENCE 3**

NAME OF AGENCY: Tulare County CONTACT PERSON: Francisco Benitez  
AGENCY ADDRESS: 5961 S. Mooney Blvd. PHONE #: 559-802-9809

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

COMPANY NAME: Leaders Choice TYPE OF INSURANCE: Auto Comp Liability  
ADDRESS: 700 E St. Sacramento CA TELEPHONE#: 866-913-7036

COMPANY NAME: \_\_\_\_\_ TYPE OF INSURANCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ TYPE OF INSURANCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_



**EXHIBIT "B-1"****BIDDER'S STATEMENT ON PREVIOUS CONTRACTS  
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11426)**

Note: THIS FORM IS TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID.

Within 24 hours after the bid opening, the three lowest bidders shall submit this form (completed and signed by each of their listed subcontractors). A scanned copy will be accepted; however, the original copies must be mailed or hand-delivered.

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

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

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

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

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

Company:

Joe Grijsus Landscape

Business Address:

1025 Beverly DR. Tulare CA 93274

Signature:



Name of Signing Official:

Joe Grijsus

Title of Signing Official:

owner

Date:

3-10-23

Company Seal:

**EXHIBIT "B-2"**

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

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin, or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: Joe Grijalva Landscape  
 Business Address: 4025 Beverly Dr. Merced CA 93274  
 Signature: [Signature] Date: 3-10-23  
 Name of Signing Official (Print or Type): Joe Grijalva  
 Title of Signing Official: Owner Company Seal:

**EXHIBIT "B-3"****CERTIFICATE OF NONSEGREGATED FACILITIES  
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:

- (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
- (b) Retain such certifications in its files; and
- (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

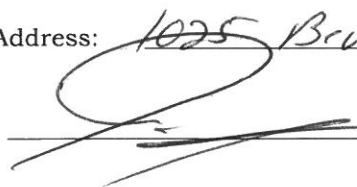
Company:

Joe Grijalva Landscape

Business Address:

1025 Beverly Dr Tulare CA 93274

Signature:



Date: 3-10-23

Name of Signing Official (Print or Type):

Joe Grijalva

Title of Signing Official:

Owner

Company Seal:

**EXHIBIT "B-4"****NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )  
 ) ss  
 CITY OF VISALIA )

Joe Grijalva, being first duly sworn, deposes and says that he or she is 18 of Joe Grijalva the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company:

Joe Grijalva Landscape

Business Address:

1025 Beverly Rd. Tulare CA 93274

Signature:

[Signature]

Name of Signing Official:

Joe Grijalva

Title of Signing Official:

Owner

Date:

3-10-23

Company Seal:

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 this 9th day of March 2023, before me, Orelia Martinez, a Notary Public,

personally appeared Joe A. Grijalva, 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 [Signature] (Seal)



RFB NO. 22-23-42

Annual Contract for Abatement Services of Undeveloped Properties

Page 25

**EXHIBIT "B-5"****WORKERS' COMPENSATION INSURANCE CERTIFICATE  
(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA     )  
                                      ) ss  
CITY OF VISALIA         )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company:

Joe Grijalva Landscape

Business Address:

1025 Beverly Dr. Tulare CA 93274

Signature:



Name of Signing Official:

Joe Grijalva

Title of Signing Official:

Owner

Date:

3-10-23

Company Seal:

**EXHIBIT "B-6"****CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE**  
**(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))**

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

Company:

Joe Grijalva Landscape

Business Address:

1025 Beverly Dr. Tulare CA 93274

Signature:



Name of Signing Official:

Joe Grijalva

Title of Signing Official:

Owner

Date:

3-10-23

Company Seal:

**EXHIBIT "B-7"****AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

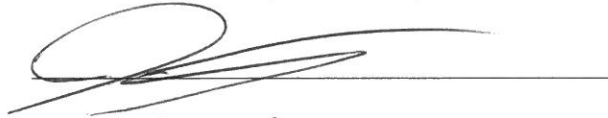
Company:

Joe Grijsela Landscape

Business Address:

1025 Beverly Dr. Tulare CA 93274

Signature:



Name of Signing Official:

Joe Grijsela

Title of Signing Official:

Owner

Date:

3-10-23

Company Seal:

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**EXHIBIT "B-8"**

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**CITY OF VISALIA, CA**  
**Ownership Disclosure for Contractors and Consultants**

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

Firm Name: Joe Grijalva  
Firm Address: 1025 Beverly Dr. Tulare CA 93274

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:

Joe Grijalva 100%  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: Name Joe Grijalva  
Date 3-10-23



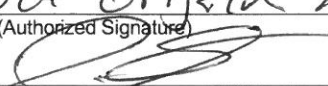
**EXHIBIT "B-9"**

STATE OF CALIFORNIA

**DRUG-FREE WORKPLACE CERTIFICATION**

STD.21 (REV.10-2019)

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

CONTRACTOR/BIDDER FIRM NAME <i>Joe Grijalva Landscape</i>	FEDERAL ID NUMBER <i>800058243</i>
BY (Authorized Signature) 	DATE EXECUTED <i>3-10-23</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <i>Joe Grijalva</i>	TELEPHONE NUMBER (Include Area Code) <i>559 736-2475</i>
TITLE <i>Owner</i>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <i>1025 Beverly DR Tulare CA 93274</i>	

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

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

**EXHIBIT "B-10"****IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☒ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



**ADDENDUM NO. 01**

**Issued:** March 6, 2023  
**Project:** Annual Contract for Abatement Services of Undeveloped Properties  
**RFP No.:** RFB 22-23-42  
**Bids Due:** Monday, March 13, 2023 @ 2:00 p.m.

Addendum No. 01 is being issued to answer questions received pertaining to the project and to provide any pertinent wage updates. This addendum becomes part of the Contract Documents for the above project and must be signed and submitted with Bid.

**ITEM 1: QUESTIONS/RESPONSES**

- Q1: Would having a Class A General Eng. License be sufficient with references of performing similar work?  
R1: Yes, a Class A license will suffice.
- Q2: To clarify, no disking is required for this bid?  
R2: Correct. Disking may be used for fire breaks but is not otherwise needed.
- Q3: What if we encounter hazardous waste?  
R3: Please notify the Project Manager and the City will handle the issue.
- Q4: Is there a current list of properties to be abated?  
R4: The City will begin inspections of City owned properties on 4/1/23 and privately owned properties on 5/1/23. The list will be created based on these inspections.
- Q5: Do you have a rough number of how many work orders are issued per year?  
R5: Below is a monthly breakdown of inspections for the past five (5) years:
- |          |    |           |   |
|----------|----|-----------|---|
| January  | 1  | July      | 3 |
| February | 2  | August    | 4 |
| March    | 10 | September | 2 |
| April    | 25 | October   | 2 |
| May      | 29 | November  | 1 |
| June     | 15 | December  | 2 |
- Q6: Why the change from disking to mowing?  
R6: There were issues with the dirt not getting fully overturned so a decision was made to switch to mowing in this contract.
- Q7: When will we be required to mow- when the grass is still green or after it has dried?  
R7: Inspections will begin April 1<sup>st</sup> for City owned vacant parcels, Inspectors will begin issuing work orders on April 3<sup>rd</sup>. Work orders will begin being issued for privately owned lots on or around May 15<sup>th</sup>.


**ITEM 2: PREVAILING WAGES**

There were no changes to the wage determinations provided in the initial bid documents.

**BIDDER ACKNOWLEDGMENT OF ADDENDUM NO. 1**

/s/ Purchasing Division  
(559) 713-4334

Bidder to sign and submit with Bid.

Firm: MP ENVIRONMENTAL Date: 3-13-23  
By:   
Signature

**EXHIBIT "A"**  
**BID FORM**  
**RFB NO. 22-23-42**

**Project: ANNUAL CONTRACTO FOR ABATEMENT SERVICES OF UNDEVELOPED PROPERTIES**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-42 dated: 3-13-23, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties, and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

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

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that LOW BIDDER will be determined by the lowest TOTAL BID AMOUNT submitted by a Bidder who is deemed Responsive and Responsible and complies with the specifications.

The quantities given on the Bid Form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly, agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

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

*In the case of discrepancy in amounts bid, unit pricing shall prevail over extended amounts.*

Item	Description of Services per specifications of RFB-22-23-42			
A	Mowing/Shredding/Firebreak Operations	Unit Price (A)	Estimated Acreage (B)	Extended Price (A x B)
A1.	Less than 1 Acre	\$ <u>810</u> per ¼ acre	.75 acre	\$ <u>2,430</u>
A2.	1 Acre – 5 Acres	\$ <u>800</u> per acre	5 acres	\$ <u>4,000</u>
A3.	Over 5 Acres	\$ <u>723</u> per acre	30 acres	\$ <u>21,690</u>
		Unit Price	Estimated Quantity	Extended Price
B	Handwork Operations	\$ <u>110</u> per person per hour*	17 hours	\$ <u>1,870</u>
C	Junk & Trash Removal @ Property	\$ <u>495</u> per ton**	3 tons	\$ <u>1,485</u>
D	Tree Trimming			
D1.	Skirting Trees	\$ <u>110</u> per person per hour*	5 hours	\$ <u>550</u>
D2.	Tree Removal	n/a		AS QUOTED at time of request
D3.	Palm Tree trimming	\$ <u>230</u> per person per hour*	5 hours	\$ <u>1,150</u>
E	Disposal of Weeds, Debris, Junk or Trash			
E1.	Labor, time, equipment for dumping	\$ <u>275</u> per ton**	3 tons	\$ <u>825</u>
E2.	Dump Fees	n/a		ACTUAL COST
<b>TOTAL BID AMOUNT</b> (Items A-E)				\$ <u>34,000</u>

\* Work shall be rounded-up to the nearest ½ hour.

\*\* Weights shall be rounded-up to the nearest ½ ton.

- (1) MP ENVIRONMENTAL SERVICES  
Bidding Firm
- (2) CORPORATION  
Corporation, Partner, Joint Venture
- (3) 3400 MANOR ST. BAKERSFIELD CA 93308  
Business Address City State Zip Code
- 661-393-1151 661-393-0508  
Telephone Number Fax Number
- SMCRAE@MPENVIRO.COM  
E-mail Address
- (4)  3-13-23  
Signature of Authorized Person (Date)
- SHANE MCRAE  
Type or Print Authorized Person's Name

**PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE**

- (1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.
- (2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".
- (3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.
- (4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

MP ENVIRONMENTAL SERVICES INC.  
CORPORATION, CALIFORNIA  
3400 MANOR ST. BAKERSFIELD, CA 93308 SMURAE@MPENVIRO.COM  
SHANE MURAE ESTIMATOR

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



Shawn Calderwood V.P.  
3400 Manor st.  
Bakersfield, Ca 93308

BIDDING AGENCY: MP ENVIRONMENTAL

**BIDDING CONTRACTOR'S LICENSE INFORMATION:**

STATE CONTRACTOR'S LIC. CLASS: A # 613706 EXP. DATE: 2-28-25  
STATE D.I.R. REGISTRATION # 1000014231  
FEDERAL TAX I.D. # 77-0262888

**CITY OF VISALIA BUSINESS TAX CERTIFICATE** # \_\_\_\_\_ A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a Business Tax Certificate prior to commencement of work within the City of Visalia. Please contact the Business Tax Division with questions at (559) 713-4326.

**CONTRACTOR'S REFERENCES:** The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past five (5) years.

**REFERENCE 1**

NAME OF AGENCY: ARIZONA PUBLIC SERVICES CONTACT PERSON: DEAN BIEGEL  
AGENCY ADDRESS: PHOENIX, AZ PHONE #: 480-307-4739

**REFERENCE 2**

NAME OF AGENCY: CITY OF BAKERSFIELD CONTACT PERSON: CODE ENFORCEMENT  
AGENCY ADDRESS: BAKERSFIELD, CA PHONE #: 661-326-3672

**REFERENCE 3**

NAME OF AGENCY: AERA ENERGY CONTACT PERSON: JUSTIN WILLIAMSON  
AGENCY ADDRESS: BAKERSFIELD, CA PHONE #: 661-665-5784

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

COMPANY NAME: INSURICA TYPE OF INSURANCE: GL/AL/WC  
ADDRESS: 8500 STOCKDALE HWY TELEPHONE#: 661-316-5122  
SUITE 200 BAKERSFIELD CA 93311

COMPANY NAME: \_\_\_\_\_ TYPE OF INSURANCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ TYPE OF INSURANCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE#: \_\_\_\_\_



**EXHIBIT "B-1"****BIDDER'S STATEMENT ON PREVIOUS CONTRACTS  
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11426)**

Note: THIS FORM IS TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID.

Within 24 hours after the bid opening, the three lowest bidders shall submit this form (completed and signed by each of their listed subcontractors). A scanned copy will be accepted; however, the original copies must be mailed or hand-delivered.

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

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

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

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

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

Company:

MP ENVIRONMENTAL SERVICES

Business Address:

3400 MANOR ST BAKERSFIELD, CA 93308

Signature:



Name of Signing Official:

SHANE MCRAE

Title of Signing Official:

ESTIMATOR

Date:

3-13-23

Company Seal:

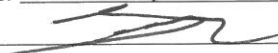
**EXHIBIT "B-2"**

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

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin, or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: MP ENVIRONMENTAL SERVICES  
 Business Address: 3400 MANOR ST BAKERSFIELD, CA 93308  
 Signature:  Date: 3-13-73  
 Name of Signing Official (Print or Type): SHANE McRAE  
 Title of Signing Official: ESTIMATOR Company Seal: \_\_\_\_\_

**EXHIBIT "B-3"****CERTIFICATE OF NONSEGREGATED FACILITIES  
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:

- (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
- (b) Retain such certifications in its files; and
- (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: MP ENVIRONMENTAL SERVICES

Business Address: 3400 MANOR ST BAKERSFIELD, CA 93308

Signature:  Date: 3-13-23

Name of Signing Official (Print or Type): SHANE M'RAE

Title of Signing Official: ESTIMATOR Company Seal:

**EXHIBIT "B-4"****NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA       )  
   ) ss  
 CITY OF VISALIA            )

SHANE MCRAE, being first duly sworn, deposes and says that he or she is ESTIMATOR of MP ENVIRONMENTAL the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: MP ENVIRONMENTAL SERVICES  
 Business Address: 3400 MANOR ST. BAKERSFIELD, CA 93308  
 Signature: [Signature]  
 Name of Signing Official: SHANE MCRAE  
 Title of Signing Official: ESTIMATOR  
 Date: 3-13-23  
 Company Seal:

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.

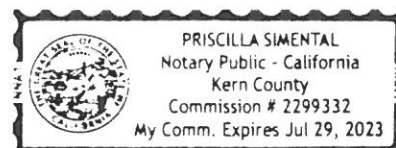
State of California  
 County of Kern

On this 13th day of March, 2023 before me, Priscilla Simental, a Notary Public, personally appeared Shane Mcrae, 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 Priscilla Simental (Seal)



RFB NO. 22-23-42

Annual Contract for Abatement Services of Undeveloped Properties

Page 25

**EXHIBIT "B-5"****WORKERS' COMPENSATION INSURANCE CERTIFICATE  
(CALIF. LABOR CODE § 3700)**

STATE OF CALIFORNIA       )  
  ) ss  
CITY OF VISALIA            )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: MP ENVIRONMENTAL SERVICES

Business Address: 3400 MANOR ST. BAKERSFIELD, CA 93308

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal: \_\_\_\_\_

**EXHIBIT "B-6"****CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE**  
**(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))**

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

Company:

MP ENVIRONMENTAL SERVICES

Business Address:

3400 MANOR ST. BAKERSFIELD, CA 93308

Signature:



Name of Signing Official:

SHANE M'RAE

Title of Signing Official:

ESTIMATOR

Date:

3-13-23


Company Seal:

**EXHIBIT "B-7"****AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: MP ENVIRONMENTAL SERVICES

Business Address: 3400 MANOR ST. BAKERSFIELD, CA 93308

Signature: 

Name of Signing Official: SHANE MCRAE

Title of Signing Official: ESTIMATOR

Date: 3-13-23

Company Seal:

**EXHIBIT "B-8"**

**CITY OF VISALIA, CA**  
**Ownership Disclosure for Contractors and Consultants**

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

Firm Name: MP ENVIRONMENTAL SERVICES  
 Firm Address: 3400 MANDR ST. BAKERSFIELD, CA 93308

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:

DAWN CALDERWOOD  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Submitted by: Name SHANE MCRAE  
 Date 3-13-23



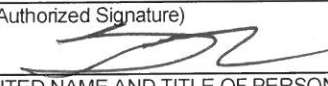
**EXHIBIT "B-9"**

STATE OF CALIFORNIA

**DRUG-FREE WORKPLACE CERTIFICATION**

STD.21 (REV.10-2019)

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

CONTRACTOR/BIDDER FIRM NAME <b>MP ENVIRONMENTAL SERVICES</b>	FEDERAL ID NUMBER <b>77-0262888</b>
BY (Authorized Signature) 	DATE EXECUTED <b>3-13-23</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>SHANE MCRAE ESTIMATOR</b>	TELEPHONE NUMBER (Include Area Code) <b>(661) 303-3774</b>
TITLE <b>ESTIMATOR</b>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <b>3400 MANOR ST. BAKERSFIELD, CA 93308</b>	

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation, and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until **3-13-26** (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**EXHIBIT "B-10"**

**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☒ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☒ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: 

Printed Name: SHANE M'RAE

Title: ESTIMATOR

Agency Name: MP ENVIRONMENTAL SERVICES

Date: 3-13-23

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

**File #:** 23-0089

**Agenda Date:** 3/20/2023

**Agenda #:** 8.

### Agenda Item Wording:

Authorize the City Manager to execute a new contract with Kings Petroleum, LLC for the supply and delivery of petroleum products. This contract will be for one year, with 4 optional one-year renewals, and an annual not to exceed amount of \$1,500,000.

**Deadline for Action:** 3/20/2023

**Submitting Department:** Public Works

### Contact Name and Phone Number:

Mike Morgantini, Fleet Supervisor, [mike.morgantini@visalia.city](mailto:mike.morgantini@visalia.city)  
<<mailto:mike.morgantini@visalia.city>>, 713-4182

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

### Department Recommendation:

Staff recommends that Council authorize the City Manager to execute a new contract with Kings Petroleum, LLC of Visalia, CA for the supply and delivery of petroleum products in accordance with the specifications of Request for Bid (RFB) 22-23-27. This contract will be for one year, with 4 optional one-year renewals.

### Background Discussion:

The City has utilized an annual contract for the supply and delivery of petroleum products (fuel) to fueling stations located at various City facilities. Petroleum products are currently being supplied by Kings Petroleum, LLC under contract C18051, which expired in December 2022.

The bid for petroleum products was advertised in the newspaper on January 3, 2023, and January 10, 2023, and also posted on Bidnet. Additionally, letters were mailed to suppliers from Bakersfield to Fresno. The City of Visalia received 2 bids as shown in the summary below:

Kings Petroleum LLC of Visalia	\$97,065.00
Silva's Oil Co. of Fresno	\$148,360.50

The bid specifications require that the vendor guarantee that the City of Visalia fuel tanks do not fall below a level less than 25% and have local storage tank reserves within a 100-mile radius of the City of Visalia in the event of an emergency. The bid pricing was based on anticipated delivery costs, whereas the petroleum products will be supplied at the price listed in the daily oil price information service report (OPIS). The price for fuel fluctuates daily and is dictated by the petroleum market. Annual adjustments for delivery prices are based on the consumer price index and are limited to no more than 5% per year.

**Fiscal Impact:**

Funding for this product comes from Fleet Maintenance Fund 501, which is an internal service fund and is charged to departments based on their usage. Expenditures are projected to be \$1,300,000 in 22/23 and \$1,400,000 in 23/24, which is currently budgeted within the Fleet Fuel Division (5014).

**Prior Council Action:**

None

**Other:**

None

**Alternatives:**

Rebid through the City's Purchasing Department.

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

Staff recommends that Council authorize the City Manager to execute a new contract with Kings Petroleum, LLC of Visalia, CA for the supply and delivery of petroleum products in accordance with the specifications of Request for Bid (RFB) 22-23-27. The contract will be for one year, with 4 optional one-year renewals, and an annual not to exceed amount of \$1,500,000.

**Environmental Assessment Status:**

N/A

**CEQA Review:**

N/A

**Attachments:**

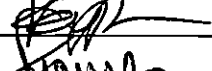

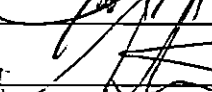
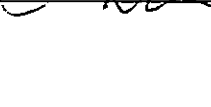
Bid Summary




**REQUEST FOR BID (RFB) 22-23-27**  
**Annual Contract for Supply & Delivery of Bulk Fuel and**  
**Diesel Exhaust Fluid**  
**BID SUMMARY**

Date: 01/31/2023 Time: 2:00 PM

BIDDER'S NAME	LOCATION	TOTAL BID AMOUNT
Silvas Oil Company	Fresno, CA	\$148,360.50
Kings Petroleum LLC	Visalia, CA	\$97,065.00

Witness:   
Witness:   
Witness:   
Witness: 

Witness:   
Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

**File #:** 23-0078

**Agenda Date:** 3/20/2023

**Agenda #:** 1.

### Agenda Item Wording:

First reading of the Ordinance 2023-03 new Visalia Municipal Code Section 9.24.060 to be added to the City of Visalia Municipal Code establishing regulations prohibiting the unlawful possession of a catalytic converter in the City of Visalia.

**Deadline for Action:** 3/20/2023

**Submitting Department:** Police Department

**Contact Name and Phone Number:** Chief Jason Salazar, 559-713-4215, [jason.salazar@visalia.city](mailto:jason.salazar@visalia.city) <<mailto:jason.salazar@visalia.city>> ; Captain Andrew Swarthout, 559-713-4035, [andrew.swarthout@visalia.city](mailto:andrew.swarthout@visalia.city) <<mailto:andrew.swarthout@visalia.city>> ; Lieutenant Mike Verissimo, 559-713-4154, [mike.verissimo@visalia.city](mailto:mike.verissimo@visalia.city) <<mailto:mike.verissimo@visalia.city>> ; Sergeant Clay Moffett, 559-713-4240, [clay.moffett@visalia.city](mailto:clay.moffett@visalia.city) <<mailto:clay.moffett@visalia.city>> ; Jim Koontz, City Attorney, 559-372-2400, [jkoontz@prlawcorp.com](mailto:jkoontz@prlawcorp.com) <<mailto:jkoontz@prlawcorp.com>>

### Department Recommendation:

It is recommended that the City Council approve Ordinance 9.24.060 to be added to the City of Visalia Municipal Code establishing regulations prohibiting the unlawful possession of a catalytic converter in the City of Visalia.

### Summary:

In the City of Visalia and throughout the nation, the theft of catalytic converters has risen dramatically. The following table depicts the increase in catalytic converter thefts reported to the Visalia Police Department over the past five years.

Number of Catalytic Converter Thefts						
Year	2017	2018	2019	2020	2021	2022
Totals	1	2	39	21	288	326

One of the factors contributing to the rise in catalytic converter thefts is the increase in the value of precious metals. Catalytic converters contain metals such as platinum, palladium, and rhodium, which makes catalytic converters an attractive target for criminal offenders. Furthermore, a catalytic converter is easily removed from a vehicle with the use of a reciprocating saw, which is a tool easily operated by criminal offenders. Once the catalytic converter is removed, offenders transport the converter to a scrap metal dealer and sell it for cash (ranging from \$200-\$1,200 per catalytic converter). The scrap metal dealer then extracts the precious metals to sell.

This proposed ordinance endeavors to provide the Visalia Police Department with clearly established legal authority to protect the public and deter this criminal activity by issuing fines and imprisonment

to violators. Violators would be those that possess any catalytic converter(s) that are not attached to a vehicle, unless the Possessor has valid "Documentation or Other Reliable Proof" to verify that they are in lawful possession of the catalytic converter(s).

**Background Discussion:**

Catalytic converter thefts are challenging for law enforcement agencies to investigate due to the lack of serial numbers or other identifying markers on or within each unit. Currently, under California law, a police officer who encounters an individual in possession of a catalytic converter must locate the rightful owner before making an arrest for theft or possession of stolen property, which is difficult or impossible to accomplish without an identifying serial number. If the officer is unable to locate the rightful owner, which is often the case, the person in possession of the catalytic converter may be released, absent additional evidence of criminal activity.

There is currently no City, State, or Federal legislation to define and punish catalytic converter thefts without an identifiable victim, which is a challenge for law enforcement in addressing catalytic converter thefts. Attempts to pass legislation at the State level intended to curb the theft of catalytic converters has failed in the last couple of years. It is anticipated that several bills will be introduced at the State legislature in this coming year in another attempt to provide some relief to the significant increases in this type of crime that proves to be costly to the victims. The average cost of replacing a stolen catalytic converter and repairing the resulting damage can easily exceed \$2,000 for the victim in addition to potentially leaving them without an operable vehicle for a period of time.

Due to these challenges, the citizens of Visalia and the Visalia Police Department seek this ordinance for multiple reasons including, but not limited to:

1. Deterrence by establishing a zero-tolerance for catalytic converter thefts.
2. Sanctions for possessing stolen catalytic converters in the form of a misdemeanor violation of the City Ordinance resulting in potential imprisonment or fines.
3. Preventing offenders from profiting from the sale and recycling of stolen catalytic converters.
4. Providing indirect justice to the victims of catalytic converter thefts.
5. Reducing Part One crimes, which have been negatively impacted by catalytic converter thefts.
6. Minimizing the fiscal impact on the City of Visalia related to personnel time which is devoted to deterring and investigating catalytic converter thefts.

The Visalia Police Department researched California municipalities that have drafted a catalytic converter city ordinance. The City of Huntington Beach adopted a similar ordinance in April of 2022 and the City of Irvine adopted their ordinance in October of 2021. At this time, neither agency had statistics to provide; however, both made claims of a decrease in overall catalytic converter thefts. Just this last month, the City of Fresno adopted a similar ordinance in their efforts to deter catalytic converter theft.

Over time, the Department expects that the impact of this ordinance should reduce the number of catalytic converter thefts within the City of Visalia.

**Fiscal Impact:**

Enforcement of the proposed ordinance will be done by existing staff and will have no fiscal impact

related to staffing.

**Prior Council Action:** N/A

**Other:** N/A

**Alternatives:** N/A

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

Approve Ordinance 2023-XX new Visalia Municipal Code Section 9.24.060 to be added to the City of Visalia Municipal Code establishing regulations prohibiting the unlawful possession of a catalytic converter in the City of Visalia.

**Environmental Assessment Status:** The requested action is considered exempt under Section 15061(b)(3) Per section 15061 (b) (3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption has been prepared for the project because Section 15061 (b) (3) states that the project is exempted from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed ordinance will establish regulations prohibiting the unlawful possession of catalytic converters to protect the public and deter this criminal activity.

**CEQA Review:** The requested action is considered exempt under Section 15061(b)(3) Per section 15061 (b) (3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption (NOE No. 2023-01) has been prepared for the project and is attached to the staff report.

**Attachments:** Proposed Ordinance 2023-03, Notice of Exemption (NOE No. 2023-01)



**ORDINANCE 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA,  
CALIFORNIA, ADDING SECTION 9.24.060 TO THE CITY OF VISALIA  
MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING  
THE UNLAWFUL POSSESSION OF CATALYTIC COVNERTERS IN THE CITY**

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

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

- A. The citizens of Visalia and the region have experienced increasing catalytic converter thefts from automobiles over the past several years.
- B. It is difficult to define and punish catalytic converter thefts absent an identifiable victim and used catalytic converters can be difficult if not impossible to trace once they are illegally removed from a vehicle.
- C. The lack of any City, State, or Federal law addressing the possession of non-installed catalytic converters applicable within the City of Visalia that requires individuals to provide proof to law enforcement as to how they obtained the catalytic converter(s), limits law enforcement's ability to: 1) protect the public by deterring catalytic converter thefts, 2) seize suspected stolen catalytic converters when no victim is present, and 3) prosecute those possessing catalytic converters who cannot prove lawful possession of them.
- D. Catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to: 1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds, 2) the ability to recycle catalytic converters at scrap metal yards for high dollar retunes (ranging from \$200-\$1,200 per catalytic converter), and 3) omissions in legislation protecting suspected criminals from prosecution unless a theft victim can be identified.
- E. Preventing these crimes at present is nearly impossible due to the ease and speed with which catalytic converter thefts can be committed and the difficulty of tracing a particular catalytic converter back to its prior owner (the victim), because catalytic converters typically have no identifying markers.

- F. The citizens of Visalia and the Visalia Police Department need legislation criminalizing the possession of catalytic converters absent proof of ownership or lawful possession. The need for protective legislation will serve multiple reasons including, but not limited to: 1) achieving deterrence by establishing zero-tolerance for catalytic converter thefts, 2) establishing penalties for possessing stolen catalytic converters, 3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters, 4) providing indirect justice to the victims of catalytic converter theft cases that have gone or will go unsolved for the reasons discussed above, 5) minimizing the fiscal and personnel impact on the City of Visalia and the Visalia Police Department by reducing the time invested in deterring and investigating catalytic converter thefts, and 6) provide Visalia Police department personnel an enforcement tool which directly responds to their law enforcement needs.
- G. It is well established that individuals who are in possession of stolen catalytic converters then recycle them for substantial profit while both the community and the victims of these thefts suffer tremendous consequences in the form of costly repairs, inconvenience, and feelings of lack of safety in the community.
- H. The City Council finds that this local ordinance is appropriate and necessary to provide the City of Visalia and the Visalia Police Department clear legal authority to better protect the public and deter this criminal activity.
- I. All legal preconditions to the adoption of the Ordinance have occurred as required by law.

**Section 2. New Municipal Code Section.** The following provision, which regulates the possession of a catalytic converter, is hereby added to the Visalia Municipal Code:

**9.24.060 – Unlawful possession of a catalytic converter.**

It shall be unlawful for any person, group, or “Possessor” to possess any catalytic converter(s) that is not attached to a vehicle, unless the Possessor has valid “Documentation or Other Reliable Proof” to verify that they are in lawful possession of the catalytic converter(s).

- A. For purposes of this section, “lawful possession” includes 1) being the lawful owner of the catalytic converter, or 2) in possession of the catalytic converter with the lawful owner’s written consent, or 3) owners and employees of a licensed business involving the legal purchase and sale of catalytic converters may possess them during lawful business operations. It is not required to prove the catalytic converter

was stolen to establish the possession is not a “lawful possession” and any of the following may also be considered to determine that possession of a catalytic converter is unlawful:

1. The catalytic converter has been cut or otherwise shows marks or damage consistent with illegal removal.
  2. The person in possession of the catalytic converter is also in possession of tools that can be used in the illicit removal of catalytic converters.
  3. The catalytic converter has markings that associate it with a particular vehicle or make or model of vehicle not associated with the person in possession of the catalytic converter.
  4. The person is not able to reasonably account for the origin of the catalytic converter.
  5. The person is in possession of, or has sold or attempted to sell, multiple catalytic converters outside of the scope of a licensed business enterprise.
- B. For purposes of this section, “Documentation or Other Reliable Proof” means a sales receipt, other proof of purchase, or written document(s) that identifies proof of ownership of catalytic converters or ownership of the vehicle from which a used catalytic converter originated based on the totality of the circumstances, and includes, but is not limited to, the following types of documents:
1. Verifiable bill of sale from the original owner.
  2. Documentation from an auto-body shop proving that the owner relinquished the catalytic converter to the auto-body shop.
  3. Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.
  4. Photographs or similar visual representation of the vehicle from which the catalytic converter originated.
  5. Certificate of title or registration that identifies the individual as the legal or registered owner of the vehicle from which the catalytic converter was detached.

- C. Each violation of this section shall constitute a separate violation, including but not limited to, possessing multiple catalytic converters during a single contact by law enforcement or the locating of catalytic converters at other locations but arising from the initial contact by law enforcement or any other circumstance connecting the potential violator to the unlawful possession of the catalytic converter(s) and shall be subject to all remedies and enforcement measures authorized by the Visalia Municipal Code. For clarity, each catalytic converter unlawfully possessed is a separate violation of this section.
- D. It is unlawful and a misdemeanor subject to punishment in accordance with section 1.12.010 of the Visalia Municipal Code for any person to violate any provision of this section. The general rule stating violations of this chapter shall be treated as infractions does not apply to violations of this section 9.24.060.
- E. The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

**Section 3. California Environmental Quality Act Requirements.** This Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines **Section 15061(b)(3)** because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. 15061(b)(3).) City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

**Section 4. Severability.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

**Section 5. Effective Date.** The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect thirty (30) days from the date of adoption.

PASSED AND ADOPTED:

**NOTICE OF EXEMPTION**

City of Visalia  
315 E. Acequia Ave.  
Visalia, CA 93291  
(559) 713-4359

To: County Clerk  
County of Tulare  
County Civic Center  
Visalia, CA 93291-4593

Visalia Municipal Code Section 9.24.060 to the City of Visalia establishing regulations prohibiting the unlawful possession of catalytic converters in the City

**PROJECT TITLE**

City Wide

**PROJECT LOCATION**

Visalia

**PROJECT LOCATION - CITY**

Tulare

**COUNTY**

Adoption of Municipal Code Section 9.24.060 of the City of Visalia to establish regulations prohibiting the unlawful possession of catalytic converters in the City of Visalia.

**DESCRIPTION - Nature, Purpose, & Beneficiaries of Project**

City of Visalia, Attn: Brandon Smith, 315 E. Acequia Avenue, Visalia CA 93291, (559) 713-4636, [brandon.smith@visalia.city](mailto:brandon.smith@visalia.city)

**NAME OF LEAD AGENCY APPROVING PROJECT**

City of Visalia, Attn: Lt. Mike Verissimo, Police Dept., 303 S. Johnson St., Visalia CA 93291, (559) 713-4154, [mike.verissimo@visalia.city](mailto:mike.verissimo@visalia.city)

**NAME AND ADDRESS OF APPLICANT CARRYING OUT PROJECT**

N/A

**NAME AND ADDRESS OF AGENT CARRYING OUT PROJECT**

**EXEMPT STATUS:** (Check one)

- ☐ Ministerial - Section 15183  
☐ Emergency Project - Section 15071  
☐ Categorical Exemption - State type and Section number:  
☒ Statutory Exemptions- State code number: **15061(b)(3)**

Adoption of new ordinance is considered exempt under Section 15061(b)(3) Per Section 15061 (b) (3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption has been prepared for the project because Section 15061 (b) (3) states that the project is exempted from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**REASON FOR PROJECT EXEMPTION**

Brandon Smith, Principal Planner

**CONTACT PERSON**

January 11, 2023

**DATE**

(559) 713-4636

**AREA CODE/PHONE**

  
Brandon Smith, AICP  
ENVIRONMENTAL COORDINATOR



# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 23-0103

**Agenda Date:** 3/20/2023

**Agenda #:** 2.

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**Agenda Item Wording:**

Approve Resolution 2023-05 to ratify the Proclamation of Local Emergency that was declared on March 13, 2023, due to the threatened existence of conditions of extreme peril to the safety of persons and property within said city caused by excessive past and expected rainfall and snowfall, resulting in uncontrolled waters coming from local rivers and streams.

**Deadline for Action:** 3/20/2023

**Submitting Department:** Administration

**Contact Name and Phone Number:** Leslie Caviglia, City Manager,

**Department Recommendation:**

It is recommended that the Visalia City Council approve the March 23, 2023 Proclamation of Local Emergency that was declared by the Office of Emergency Services Director, Leslie Caviglia.

**Background Discussion:**

Pursuant to Visalia Municipal Code Section 2.28.050(B)(1), the Office of Emergency Services Director ("Director") is empowered to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the Council is not in session. Such proclamation by the Director shall expire within 7 days of its proclamation, unless ratified by the City Council. Upon ratification by the City Council, the proclamation of local emergency shall remain in effect until the Director or the City Council issue a proclamation that a local emergency no longer exists. The City Council is required to review their ratification of this proclamation within 60 days (VMC Section 2.28.110).

**Fiscal Impact:** To be determined.

**Prior Council Action:** None

**Alternatives:** None

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

I move to approve Resolution 2023-05 to ratify the Proclamation of Local Emergency that was declared on March 13, 2023, due to conditions of extreme peril to the safety of persons and property within said city caused by excessive past and expected rainfall and snowfall, resulting in uncontrolled waters coming from local rivers and streams.

**Attachments:** Resolution proclaiming existence of a local emergency dated March 13, 2023 and Resolution 2023-05, Resolution Proclaiming Existence of Local Emergency.

**RESOLUTION PROCLAIMING  
EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, Ordinance No. 2.28.040 of the City of Visalia empowers the Director of Emergency Services to proclaim the existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session; and

**WHEREAS**, the Director of Emergency Services of the City of Visalia does hereby find:

That conditions of extreme peril to the safety of persons and property have arisen within said city, caused by EXCESSIVE RAIN AND EXPECTED; and  
RAINFALL, SNOWFALL, AND UNCONTROLLED WATERS COMING FROM THE MOUNTAINS

That the City Council of the City of Visalia is not in session, and cannot immediately be called into session;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said city; and

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this city shall be those prescribed by state law, by ordinances and resolutions of this city, and by the City of Visalia Emergency Plan.

Dated: 03/13/2023

By: \_\_\_\_\_

Director of Emergency Services  
City of Visalia

*Asli B. Lavigne*



**RESOLUTION NO. 2023-05**

**CITY OF VISALIA RESOLUTION PROCLAIMING  
EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS** Visalia Municipal Code Section 2.28.050(B)(1) of the City of Visalia requires the Visalia City Council to ratify the proclamation of the Office of Emergency Management Director within 7 days of the of the proclamation of the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity; and

**WHEREAS**, the City Council of the City of Visalia does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said city, caused by excessive past and expected rainfall and snowfall, resulting in the potential for uncontrolled waters coming from local rivers and streams.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said city; and

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this city shall be those prescribed by state law, by ordinances and resolutions of this city, and by the City of Visalia Emergency Plan.

Dated: March \_\_\_\_, 2023

By:

\_\_\_\_\_  
Brian Poochigian, Mayor of the City of Visalia

PASSED AND ADOPTED: March \_\_\_\_, 2023

LESLIE B. CAVIGLIA, CITY CLERK

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

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2023-05 passed and adopted by the Council of the City of Visalia at a regular meeting held on March 20, 2023.

Dated: March \_\_\_\_, 2023

LESLIE B. CAVIGLIA, CITY CLERK

By:

\_\_\_\_\_  
Michelle Nicholson, Chief Deputy City Clerk





# Visalia City Council

Visalia City Council  
707 W. Acequia  
Visalia, CA 93291

## Staff Report

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**File #:** 23-0084

**Agenda Date:** 3/20/2023

**Agenda #:** 1.

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### **Agenda Item Wording:**

#### **UPCOMING CITY COUNCIL MEETINGS:**

Thursday, March 23, 2023 @ 6:00 p.m., Special Joint Meeting w/ VUSD and COS, 915 S. Mooney, Porter Field House.

Monday, April 03, 2023 @ 7:00 p.m., 707 W. Acequia.

Monday, April 17, 2023 @ 7:00 p.m., 707 W. Acequia.

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

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

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