Visalia City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

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

Monday, June 1, 2026 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER WORK SESSION - 4:00 PM (Unless otherwise noted)

PUBLIC COMMENTS

Citizens are now invited to comment on issues within the jurisdiction of the Visalia City Council. The Council asks that you keep your comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome. Each speaker will be allowed three minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

WORK SESSION AND ACTION ITEMS (as described)

1. **Town-Center Business Improvement Area annual report -** Accept and approve the Annual Town-Center Business Improvement Area report, renewing the TCBIA management agreement with Downtown Visalians for an additional one-year term to begin July 1, 2026. **25-0846**

2. **Fiscal Year 2026/27 and 2027/28 Proposed Budget** - Receive and discuss the proposed 2026/27 and 2027/28 budget. **25-0802**

3. **Fiscal Year 2026-27 Rates and Fees** - Receive, review, and discuss proposed new fees, increases, and adjustments to the City's Rates and Fees Schedule for Fiscal Year 2026-27. **25-0641**

4. **Narrow lot subdivision discussion** - Provide staff direction with respect to narrow lot subdivisions, including, but not limited to: establishing objective subdivision design standards; amending the Planned Residential Development ordinance; amending Engineering standards; and amending City street tree standards. **25-0839**

5. **Civic Center phase 3 scope of work -** Receive a presentation discussing the scope of work and amenities to be included in phase 3 of the Visalia civic center project, approve one of the options listed in this report, award a sole source design contract to Darden Architects in the amount of $5,720,609, and appropriate $5,721,000 from the Civic Center Reserve Fund. *This item is scheduled for the Work Session; if not completed, it may be continued during the Regular Session portion of this meeting.* **25-0806**

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

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE

INVOCATION LED BY PASTOR LANCE AINSWORTH, GATEWAY CHURCH

SPECIAL PRESENTATION / RECOGNITION

PRSA Award Recognition

PUBLIC COMMENTS

This is the time for general public comment on issues within the jurisdiction of the Visalia City Council. Each speaker tonight may speak for up to 3 minutes during this general comment period on a matter that is not on this agenda.

The public may also make one comment for up to 3 minutes prior to the consideration of the Consent Calendar, and immediately before any regular agenda item is heard. The Council asks that you keep you 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.

ITEMS OF INTEREST

CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted in one motion.

This is the time for members of the public to provide public comment on an item on the Consent Calendar. Comments will not be taken individually by the public if an item is pulled by a Council Member. Each speaker is allowed up to 3 minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling you name and providing your city of residence.

1. **Authorization to read ordinances by title only.** **25-0822**

2. **Design contract award and appropriation of funds -** Authorize the City Manager to award a design contract to CWE for the Highland Community connectivity project in the amount of $674,983 and authorize the additional appropriation of funds in the amount of $703,000 from the Measure R Local Fund. **25-0618**

3. **Authorize the purchase of traffic signal poles -** Authorize the City Manager to purchase traffic signal poles, cabinet and controllers from JAM Services Inc. in the amount of $190,960 for the Ferguson Avenue and Mooney Boulevard intersection project. **25-0651**

4. **Approval of MOU with Visalia Unified School District for youth service officers assigned to school campuses -** Authorize the City Manager to approve the Memorandum of Understanding (MOU) Agreement between the City of Visalia and Visalia Unified School District for Visalia Police Department Youth Services Officers assigned as campus officers at VUSD middle school and high school campuses for fiscal year 2026/27 & 2027/28. **25-0744**

5. **Approve a lease agreement** - Authorize the City Manager to execute a new lease agreement with the Tulare County Office of Education for the continued lease of a portion of the Manuel F. Hernandez Community Center for operation of the Tulare County Early Childhood Education Program. **25-0766**

6. **Award Anthony Community Center gymnasium HVAC improvement project** - Authorize the City Manager to award the construction contract to BDM for the Anthony Community Center gymnasium HVAC improvement project in the amount of $169,785 and to appropriate an additional $138,325 to the project from the General Fund. **25-0778**

7. **Construction Change Order** - Authorization to approve construction change order #7 in the amount of $189,175.75 to Agee Construction Corp for the Riggin Avenue widening project (Kelsey Street to Shirk Street). **25-0810**

8. **Approve a contract for heavy vehicle towing-** Approve a contract with Prime Towing for heavy-duty vehicle towing services. The contract shall not exceed $30,000 annually, totaling $150,000 over the term of the contract, with an option to renew annually for up to (4) additional one-year terms. **25-0825**

9. **Accept the City of Visalia Cash and Investment Report** - Accept the third quarter report of the fiscal year which consists of months January, February, and March 2026. **25-0834**

10. **Authorize Investment Authority** - Approve Resolution Number 2026-35 adopting the City of Visalia's annually updated Investment Policy and delegate authority to invest funds for the City of Visalia to the Finance Director/Treasurer for fiscal year 2026-27. **25-0835**

11. **Adopt resolution and exchange Federal funds for State Highway Account Funds** - Adopt Resolution No. 2026-36 authorizing the City Manager to sign the fiscal year 2025/26 claim to the Tulare County Association of Governments for Regional Surface Transportation Program Funds in exchange for State Highway Account Funds in the amount of $1,008,740 and appropriate funds towards the Stevenson Mill Creek culvert replacement project. **25-0840**

12. **Record final map** - Request authorization to record the final map for the Santa Fe Tract subdivision located along south Santa Fe Street approximately 500-feet north of East Paradise Avenue (6 lots). **25-0841**

13. **2026 election consolidation authorization** - Adoption of Resolution No. 2026-34 relating to the regular municipal election to be held on Tuesday, November 3, 2026; requesting and consenting to the consolidation of elections and setting specifications of the election order; and requesting the Tulare County Board of Supervisors to permit the County Registrar of Voters to render specified election-related services to the City of Visalia. **25-0843**

REGULAR ITEMS AND PUBLIC HEARINGS (Items continued from Work Session, if any)

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

1. **Public hearing authorizing Miscellaneous Special Assessments on Tulare County Secured Property Tax Roll** - Adoption of Resolution 2026-18 which allows the City of Visalia to place Miscellaneous Special Assessments on the Tulare County secured property tax roll for Sewer Connection, Deferred Impact Fees, Property and Business Improvement District, Northeast Improvement District, Landscape and Lighting Maintenance District, Landscape and Lighting Parks Construction, Open Space Assessment District, Laura and Atwood Water Main Assessment District, Delinquent Utilities, Code Enforcement, and Weed & Lot Abatement. **25-0769**

2. **Ordinance Adoption -** Public hearing and first reading of Ordinance No. 2026-04 to amend Visalia Municipal Code Title 16 (Subdivisions) to implement a streamlined process for small and simple maps. **25-0837**

3. **Revised salary schedule and employment terms update** -Adopt the revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia and authorize changes to terms and conditions of employment by and between the City of Visalia and City Manager. **25-0844**

4. **Senate Bill 707 (SB 707) implementation overview**- receive presentation on Senate Bill 707 which enhances public access to City Council meetings, adoption of Disruption Policy, and direction on outreach strategies. **25-0824**

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0823**

   Monday, June 15, 2026 @ 7:00 p.m. at 707 W. Acequia

   Monday, July 20, 2026 @ 7:00 p.m. at 707 W. Acequia

   Note: Meeting dates and 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 contact 713-4512.

   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

File #: 25-0846 **Agenda Date:** 6/1/2026 **Agenda #:** 1.

Agenda Item Wording:
Town-Center Business Improvement Area annual report - Accept and approve the Annual Town-Center Business Improvement Area report, renewing the TCBIA management agreement with Downtown Visalians for an additional one-year term to begin July 1, 2026.

Agenda Date: 06/01/2026

Prepared by:
Nichol Ritchie, Finance Manager, (559) 713-4379, Nichol.ritchie@visalia.gov,
Ruth Pena, Financial Analyst (559) 713-4327, ruth.pena@visalia.gov,
Renee Nagel, Finance & Technology Director, (559) 713-4375 Renee.Nagel@visalia.gov

Department Recommendation:
That Council accept and approve the annual report for the Town-Center Business Improvement Area (TCBIA), renewing the TCBIA management agreement with Downtown Visalians, Inc. for an additional one-year term to commence July 1, 2026.

Summary:
Business owners located in the Town-Center Business Improvement Area (TCBIA) pay a surcharge on their business tax (BT) for the purpose of providing parking, decorations, music, and promotion of public events and Downtown businesses. The revenue from this surcharge is collected during the City's BT billing process and administered by Downtown Visalians, Inc. (DTV) through a management agreement with the City. This agreement requires submission of an Annual Operations Report of all matters covered under the agreement for the preceding fiscal year. Approval of the report triggers renewal of the management agreement for another year. The calendar year 2025 Report is provided as attachment A part 1, and attachment A part 2 to this agenda item.

The current TCBIA management agreement was initially approved in May 2025, and the current one-year term runs from July 1, 2025 to June 30, 2026. The agreement is renewable annually, and according to the agreement terms, acceptance and approval of the attached annual report will renew the agreement for an additional one-year term, commencing on the following July 1st. Acceptance and approval of the annual TCBIA 2025 report will renew the management agreement for a term which will run from July 1, 2026 to June 30, 2027.

Background Discussion:
The economic vitality of the Downtown Visalia area has long been a high priority for both the City, and the business owners located there. The Town-Center Business Improvement Area was formed with the support of Downtown business owners, under the authority of State legislation in 1966 to support merchants in the downtown area. The formation of the TCBIA generated revenue with a 100% business tax surcharge for the purpose of improving the downtown area and promoting businesses located there. TCBIA has generated an average of $180,000 in Downtown Surcharge

annually over the last 7 calendar years and is projected to receive $188,000 in 2026 calendar year as shown in Table 1 - TCBIA Revenue History. Revenues can fluctuate from year to year based upon economic conditions and timing of when renewals are paid.

Table 1 - TCBIA Revenue History

Year	Annual Revenue
2019	$ 186,646
2020	$ 179,485
2021	$ 161,523
2022	$ 172,070
2023	$ 174,442
2024	$ 203,407
2025	$ 184,342
2026*	$ 188,000

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

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

a) The acquisition, construction, or maintenance of parking facilities for the benefit of the area.
b) Decoration of any public place in the area.
c) Promotion of public events which are to take place on, or in public places in the area.
d) Furnishing of music in any public place in the area.
e) The general promotion of retail trade activities in the area

The report required by state law and the management agreement is to include:
i. All actual revenue, activities and expenditures during the Program year of the TCBIA
ii. A specific management plan, including operating budget, for the following Program year.

Report Elements

Financial and Budget Information:

The report included in attachment A, part 1 & part 2 contains a summary of receipts and disbursements for the 2025 calendar year (January 1-December 31) as well as the 2026 budget which lists planned and projected revenues and disbursements. The expenditures summarized in the report complies with the requirements of the Parking and Business Improvement Area Law of 1965 as summarized above.

Fiscal Impact including annual maintenance and operating costs:
The TCBIA surcharge is one of many funding sources used by the DTV to promote Downtown businesses. 100% of the revenue generated from the TCBIA surcharge is collected by the City and passed through to the DTV to be used for the purposes stated in California Law and discussed above. All funds collected are paid to the DTV quarterly, and the full balance of 2025 collections (January 1, 2024 through December 31, 2025) was paid to the DTV at the end of the 2025 calendar year.

Billing for these funds happens concurrently with collection of the regular business tax payments at no material increase in cost to the City.

Prior Council Action:
The Annual Operations Report for the Downtown Visalia Property and Business Improvement District (DTVPBID) was brought to council on 5/19/25.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to accept the annual report for the Town-Center Business Improvement Area and approve the renewal of the TCBIA management agreement with Downtown Visalians, Inc. for an additional one-year term to commence July 1, 2026.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/01/2026

Attachments:
Attachment A: (Part 1) TCBIA Annual Report for the 2025 Calendar Year
Attachment A: (Part 2) Financial Report TCBIA 2025 Calendar Year
Attachment B: TCBIA Management Agreement
Attachment C: TCBIA Boundary Map
Attachment D: Power Point presentation

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

Mission Statement

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

Vision Statement

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

2026 Proposed Budget

Income

	2025 Budget	2026 Proposed
City Contracts	$32,000	$32,960
POA Services	$191,000	$196,730
Premier Sponsors	$65,000	$66,950
Service Agreements	$72,000	$74,160
DID Payments	$187,000	$195,000
Events	$120,000	$123,600
Total Income	**$667,000**	**$689,400**

Expenses

	2025 Budget	2026 Proposed
POA/City	$58,000	$59,740
Events	$65,000	$66,950
Administration	$340,000	$350,200
Office	$118,000	$121,540
Team Development	$8,000	$8,240
Services	$78,000	$80,340
Total Income	**$667,000**	**$687,010**

Total 3.10 % Increase - $20,000

Downtown Visalians Board Members

Executive Board Members

Duane Rodriguez - President

Janeen Robbins - Vice President

Emily Van Deuren - Treasurer

Paula Falcone - Secretary

Shelby Reyes - Member at Large

Board Members

Cameron Bledsoe

Jonathan Anderson

Josh Cavazos

Marie Parades

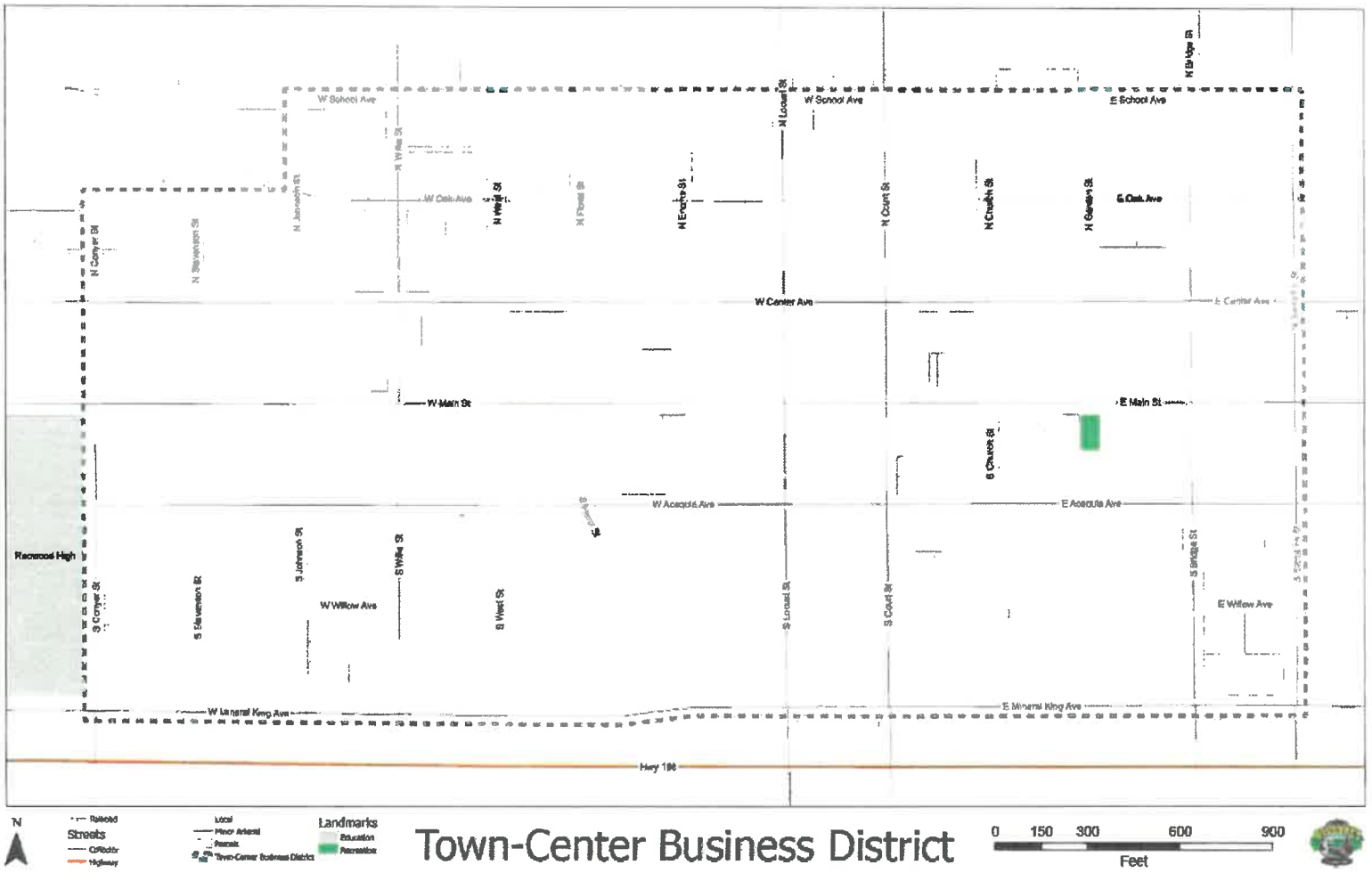
Michael Parades

Sofia Iraheta

Taylor Rodriguez

Current Board Make Up (13 Members)

Retail	Restaurant	Service
Janeen's Furniture Gallery	Cafe India	Onsite
Brown's Shoe Fit	House of JuJu	Tucoemas Federal Credit Union
Apricot Lane	Downtown Rookies	
Franey's Carpet One Floor and Home	Jimmy Johns	
	Component Coffee	
	Crazy Boba & Organic Tea	


W School Ave
E School Ave
W Center Ave
E Center Ave
W Main St
E Main St
W Acequia Ave
E Acequia Ave
W Willow Ave
E Willow Ave
W Manuel King Ave
E Manuel King Ave
Hwy 196
Rockwood High
N Locust St
N Court St
N Church St
N Gaines St
S Church St
S Court St
S Locust St
S Bridge St
N Conyer St
S Conyer St
N Stevenson St
S Stevenson St
N Johnson St
S Johnson St
N Wall St
S Wall St
N West St
S West St
N Floyd St
N Encino St
W Oak Ave
E Oak Ave
N
Streets
Landmarks
Education
Recreation
Town-Center Business District
0 150 300 600 900
Feet

2026 DOWNTOWN VISALIA EVENTS

Dessert Walk	2/10
DTV Spring Market	3/21
Spring Wine Walk	4/9
Cigar & Bourbon	4/24
Taste of Downtown Visalia	10/13
DTV Trick or Treat	10/30
Hometown Heroes	11/7
80th Annual Candy Cane Lane Parade	11/30
Christmas at the Plaza	12/5
Winter Winederland	12/10

Downtown Visalians

Profit and Loss

January - December 2025

	TOTAL	
	JAN - DEC 2025	JAN - DEC 2024 (PP)
Income		
City Contracts Income		
East Elevator/trash	4,176.96	4,176.96
East Stairwell	6,715.80	6,715.80
Garden Plaza	2,772.00	2,541.00
West Structure Elevator/trash	8,353.80	8,353.80
West Structure Stairwell Mainte	6,715.80	6,715.80
Total City Contracts Income	**28,734.36**	**28,503.36**
Event Income		368.00
License		-1,425.00
Merchant/Vendor Entry Fees	27,274.00	28,990.15
Sponsorships	69,600.00	68,611.50
Ticket Sales	86,286.27	116,544.77
Total Event Income	**183,160.27**	**213,089.42**
Other Income	1,992.35	1,897.00
POA Services	0.30	
Administrative Services	60,690.00	45,508.00
Fuel Income	6,705.31	9,391.83
Graffiti Removal Income	66,959.50	60,924.00
Reimbursement for Add Services	93,923.57	134,109.11
Security Managament Income	4,550.00	3,506.00
Total POA Services	**232,828.68**	**253,438.94**
Services	123,284.58	239.00
Services/Assessments	100.00	
Advertising Income	1,004.00	6,133.00
Associate Membership	4,200.00	3,700.00
DID Assessments	199,548.28	199,653.81
Gift Certificate Income	69,934.96	79,421.79
Interest Income	834.65	7,067.49
Parking Permit Income	12,700.00	15,485.00
Special Projects Income		500.00
Total Services/Assessments	**288,321.89**	**311,961.09**
Total Income	**$858,322.13**	**$809,128.81**
GROSS PROFIT	**$858,322.13**	**$809,128.81**
Expenses		
Administration	16,070.55	29,540.58
Payroll Expenses	6,099.77	5,051.21

Downtown Visalians

Profit and Loss

January - December 2025

	TOTAL	
	JAN - DEC 2025	JAN - DEC 2024 (PP)
Wages		
Cell Phone Stipend	2,400.00	2,400.00
Employee Wages	216,191.14	305,174.90
Health / Life	29,496.39	31,505.97
Payroll Taxes		
Employee Tax liability withheld	78,422.47	0.00
Employer Tax Contribution	25,833.91	16,003.44
Total Payroll Taxes	**104,256.38**	**16,003.44**
Retirement Plan	2,504.02	4,713.97
Total Wages	**354,847.93**	**359,798.28**
Total Administration	**377,018.25**	**394,390.07**
Events Expense	23,334.63	5,234.40
Entertainment Expense	1,300.00	2,700.00
Event Advertising	21,346.04	3,862.78
Event Supplies	3,855.00	7,315.34
Food & Beverage Expense	5,278.41	2,222.97
License & Fees	3,606.00	1,784.00
Miscellaneous Expense		550.00
Photography	4,400.00	5,150.00
Prizes & Awards Expense	1,500.00	1,900.00
Rental Expense	6,613.05	8,473.77
Traffic Control	16,753.75	16,913.75
Volunteer Expense	946.66	
Total Events Expense	**88,933.54**	**56,107.01**
Office	4,489.89	1,457.85
Bank Charges	310.00	493.00
Branding		1,272.95
Business Lunch	3,487.73	2,555.52
Depreciation Expense		2,533.00
Dues & Subscriptions	2,840.78	2,328.70
General Advertising Expense	23,167.24	38,608.99
Insurance Expense	28,036.15	29,245.80
Internet, Telephone & DTV Radio	7,115.50	5,314.14
Licenses & Fees		1,506.30
Merchant Card Service Charges	6,987.88	4,635.84
Office Equipment Expense	3,467.40	4,498.00
Office Supplies	7,145.47	12,593.89
Postage Expense	612.77	878.34
Printing & Graphics	23.98	
Professional Services	15,308.12	11,001.88
Rent Expense	19,500.00	18,000.00

Downtown Visalians

Profit and Loss

January - December 2025

	TOTAL	
	JAN - DEC 2025	JAN - DEC 2024 (PP)
Taxes	384.22	431.62
Utilities	2,646.13	2,465.91
Web Site	5,165.00	165.00
Total Office	**130,688.26**	**139,986.73**
poa	63.19	
POA/City	16,665.03	38,353.72
Auto Insurance	4,609.56	2,270.64
Auto License fees	830.00	500.00
DTV Fuel Expense	592.08	939.17
Equipment Repair & Maintenance	117,292.77	19,836.87
Graffiti & Janitorial Expense	4,113.31	4,366.79
Landscape Maintenance	50,701.79	13,900.29
POA Fuel Expense	5,983.62	9,391.83
Truck Repair & Maintenance	5,337.16	6,905.27
Total POA/City	**206,125.32**	**96,464.58**
Services Expense		
Donation-Non Profits	1,127.98	1,970.00
Gift Check Donation	1,315.00	5,520.00
Gift Chk Expense (JE's)	71,400.00	77,169.00
School Donation	797.50	791.00
Total Services Expense	**74,640.48**	**85,450.00**
Total Expenses	**$877,469.04**	**$772,398.39**
NET OPERATING INCOME	**$ -19,146.91**	**$36,730.42**
Other Expenses		
Reconciliation Discrepancies		272.00
Total Other Expenses	**$0.00**	**$272.00**
NET OTHER INCOME	**$0.00**	**$ -272.00**
NET INCOME	**$ -19,146.91**	**$36,458.42**

Downtown Visalians

Balance Sheet

As of December 31, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Bnk Sierra Gift Cert - 8272	-10,994.01
Suncrest Gift Checks-2846	-9,853.94
Tucoemas FCU - Gift Checks	-17,097.65
Tucoemas FCU Checking	48,081.21
Tucoemas FCU General Business Savings	807.25
Tucoemas FCU Savings 31	303,980.98
Total Bank Accounts	**$314,923.84**
Accounts Receivable	
Accounts Receivable	168,543.15
Total Accounts Receivable	**$168,543.15**
Other Current Assets	
Uncleared Gift Checks	242,990.19
Unearned Income	-242,990.19
Total Other Current Assets	**$0.00**
Total Current Assets	**$483,466.99**
Fixed Assets	
Accumulated Depreciation	-91,799.00
Furniture and Office Equipment	52,889.17
Maintenance Equipment	54,387.91
Total Fixed Assets	**$15,478.08**
TOTAL ASSETS	**$498,945.07**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	4,027.00
Total Accounts Payable	**$4,027.00**
Total Current Liabilities	**$4,027.00**
Total Liabilities	**$4,027.00**
Equity	
Unrestricted Net Assets	514,064.98
Net Income	-19,146.91
Total Equity	**$494,918.07**
TOTAL LIABILITIES AND EQUITY	**$498,945.07**

CITY OF VISALIA
TOWN - CENTER BUSINESS IMPROVEMENT AREA
MANAGEMENT AGREEMENT

THIS TOWN- CENTER BUSINESS IMPROVEMENT AREA MANAGEMENT AGREEMENT is made and entered into July 1, 2023 by and between the CITY OF VISALIA, a Municipal Corporation, whose address of record is 707 W. Acequia, Visalia, California 93291, hereinafter referred to as "CITY" and the DOWNTOWN VISALIANS, INC., a California Nonprofit Mutual Benefit Corporation, whose address of record is 120 S Court Street, Visalia, California, 93291, hereinafter referred to as "CONTRACTOR".

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

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

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

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

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

---

[1] Streets and Highways Code §§ 36000 - 36081. All further statutory references are to the Streets and Highways Code unless otherwise indicated.
[2] Originally codified in the Visalia Municipal Code at §§ 6100 -6110, currently codified at Chapter 5. 52 (TOWN CENTER BUSINESS IMPROVEMENT AREA), §§ 5. 52.010 - 5. 52. 110.
[3] Pursuant to Resolution 462, adopted February 6, 1967.

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

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

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

1. INCORPORATION OF RECITALS. The RECITALS above are true and correct and constitute an enforceable provision of this Agreement.

2. SCOPE OF SERVICE. CONTRACTOR shall furnish the following services:

A. Administer and implement, either directly or through sub-contracts as specified hereafter, all of the activities and improvements of the TCBIA as stated, listed, or otherwise described in annual reports, all of which shall be consistent with the purposes of the TCBIA as set forth in the TCBIA Ordinance. It is anticipated that CONTRACTOR will sub-contract with other parties, persons or entities to provide some or all of the services and improvements as may be specified in the annual operation budget. Any such sub-contract shall be between CONTRACTOR and such third parties, CONTRACTOR shall solely be responsible for all obligations arising thereunder, and the CITY of Visalia shall not be deemed an agent, principal or joint venturer of CONTRACTOR for the purpose of such sub-contracts.

B. Prepare and provide to the CITY, for review by the City Council, an annual operations report for all matters covered under this Agreement no later than May 31 of each year. Such annual report shall account for: (i) all actual revenue, activities and expenditures during the Program Year of the TCBIA (Program Year is hereby defined as January 1 of each calendar year through December 31 of each succeeding calendar year) prior to the year of the report; and (ii) a specific management plan, including operating budget, for the Program Year commencing January 1 of the year following the report, specifying the actual activities and improvements proposed to be completed in that Program Year. The City Council shall approve the report as filed, provided the Council finds the report is consistent with the TCBIA Ordinance.

C. Provided the bylaws or other operating rules of CONTRACTOR continue to provide that any business or property owner who pays the additional TCBIA business tax is entitled to membership in CONTRACTOR, and provided the CONTRACTOR, governing board consists of no more than 17 members, the governing board of CONTRACTOR as it may

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

3. TERM OF AGREEMENT, This Agreement shall be effective as of July 1, 2023, for a period of one year, and shall continue thereafter on a year-to-year basis. Acceptance and approval of the annual report as provided in Paragraph 2.B. above shall constitute renewal of the agreement for an additional one-year term, to commence on July 1 following approval of the report. All terms and conditions contained in this Agreement shall apply to any renewal term.

4. SCHEDULE FOR PERFORMANCE. CONTRACTOR agrees that time is of the essence in the performance of all of the services under this Agreement, and further agrees to produce all required reports and documents in the times stated in this Agreement. Deviations from time schedule may be made only with the prior written approval of the CITY Manager or his/her designee. In the event of any inconsistency between terms of this Agreement and any other document, the terms of this Agreement shall control.

5. CITY OBLIGATIONS

   A. COLLECTION OF ASSESSMENT. CITY shall collect the TCBIA assessment in the same manner as all other general business taxes, and shall account for additional assessments under the TCBIA Ordinance separately from other general business taxes collected. CITY shall not collect, deduct or charge an administrative fee related to such collected assessments. Neither the CITY's general fund nor any other fund or monies of the CITY, other than the actual additional TCBIA tax levy received by CITY, is liable for any payment under this Agreement. The base general business tax paid by businesses within the TCBIA (that amount equal to the business tax paid by businesses in areas outside of the TCBIA) are not subject to this agreement, and shall be retained by the CITY and used for general fund purposes. Obligations under this Agreement are not a debt of the CITY, nor are they a legal or equitable pledge, charge, lien, or encumbrance upon any of the CITY' s property, income, receipts, or revenues.

   B. COLLECTION REPORTS. CITY shall provide the following reports to CONTRACTOR (provided that such reports are ordinarily prepared by CITY):

      1. Monthly list of new business tax payers located in TCBIA areas.
      2. Yearly record of all businesses tax payers located in TCBIA.
      3. Quarterly statement of delinquent business tax payers in TCBIA, and amount of delinquency.

4. Quarterly summary of sales tax revenue generated within the TCBIA.

6. COMPENSATION. After deducting any amounts due CITY from CONTRACTOR under separate agreements between the parties, CITY shall forward CONTRACTOR any remaining balance of the TCBIA assessment actually collected and received by CITY. CITY shall make quarterly payments to CONTRACTOR, as follows: (i) payment in April for taxes collected in January to March; (ii) payment in July for taxes collected April to June; (iii) payment in October for taxes collected July to September; and (iv) payment in January for taxes collected October to December.

7. BROWN ACT AND PUBLIC RECORDS ACT. CONTRACTOR shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the TCBIA are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all documents relating to activities of the TCBIA.

8. WORK PRODUCT. It is understood and agreed that all plans, studies, specifications, digital media, records, files, reports, etc., in possession of CONTRACTOR relating to the matters covered by this Agreement shall be the property of the CITY, and CONTRACTOR hereby agrees to deliver the same to the CITY upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the CITY and are not necessarily suitable for any future or other use.

9. CONTRACTOR'S BOOKS AND RECORDS. During the term of this Agreement, and for three years after the term expires or terminates or for any longer period required by law, CONTRACTOR shall maintain detailed records pertaining to the TCBIA's administration, including but not limited to ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or concerning budgeting, charges, expenditures, subcontractors (e. g., bid records), insurance, permits, administrative expenses, and overhead. CONTRACTOR shall make all such records available to CITY for inspection, audit, and/or copying at all reasonable times. If requested by CITY, CONTRACTOR shall obtain and provide to CITY, at CONTRACTOR's sole cost, an independent financial audit of CONTRACTORs' use of TCBIA funds for any or all years of the TCBIA' s operation; provided CONTRACTOR shall not be obligated to provide an independent financial audit more than once every five years.

10. INDEPENDENT CONTRACTOR. It is expressly understood that CONTRACTOR is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the CITY. CONTRACTOR shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should CONTRACTOR desire any insurance protection, CONTRACTOR is to acquire same at its expense. In the event CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be

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

11. INSURANCE. CONTRACTOR agrees to maintain insurance coverage as set forth in Exhibit "C" attached hereto and incorporated herein by reference throughout the term of this Agreement.

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

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

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

14. CONFLICT OF INTEREST. CONTRACTOR certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONTRACTOR agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONTRACTOR further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

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

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

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

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

19. ATTORNEY' S FEES. In any litigation, arbitration or any other proceeding where CITY seeks to enforce any provision of this Agreement, or seeks a declaration of the rights and obligations of the parties, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses incurred to resolve the dispute and to enforce any provision of this Agreement.

20. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

21. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

22. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/ or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

23. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute

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

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

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

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

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

6/6/23
Date

94-1571033
Tax I.D. Number

Signature

Signature

Duane Rodriquez

Janeen Robbins.
Janeen Robbins

President

Vice President

CITY OF VISALIA, A Municipal Corporation:

6-19-23
Date

Leslie B. Caviglia
Leslie Caviglia, City Manager

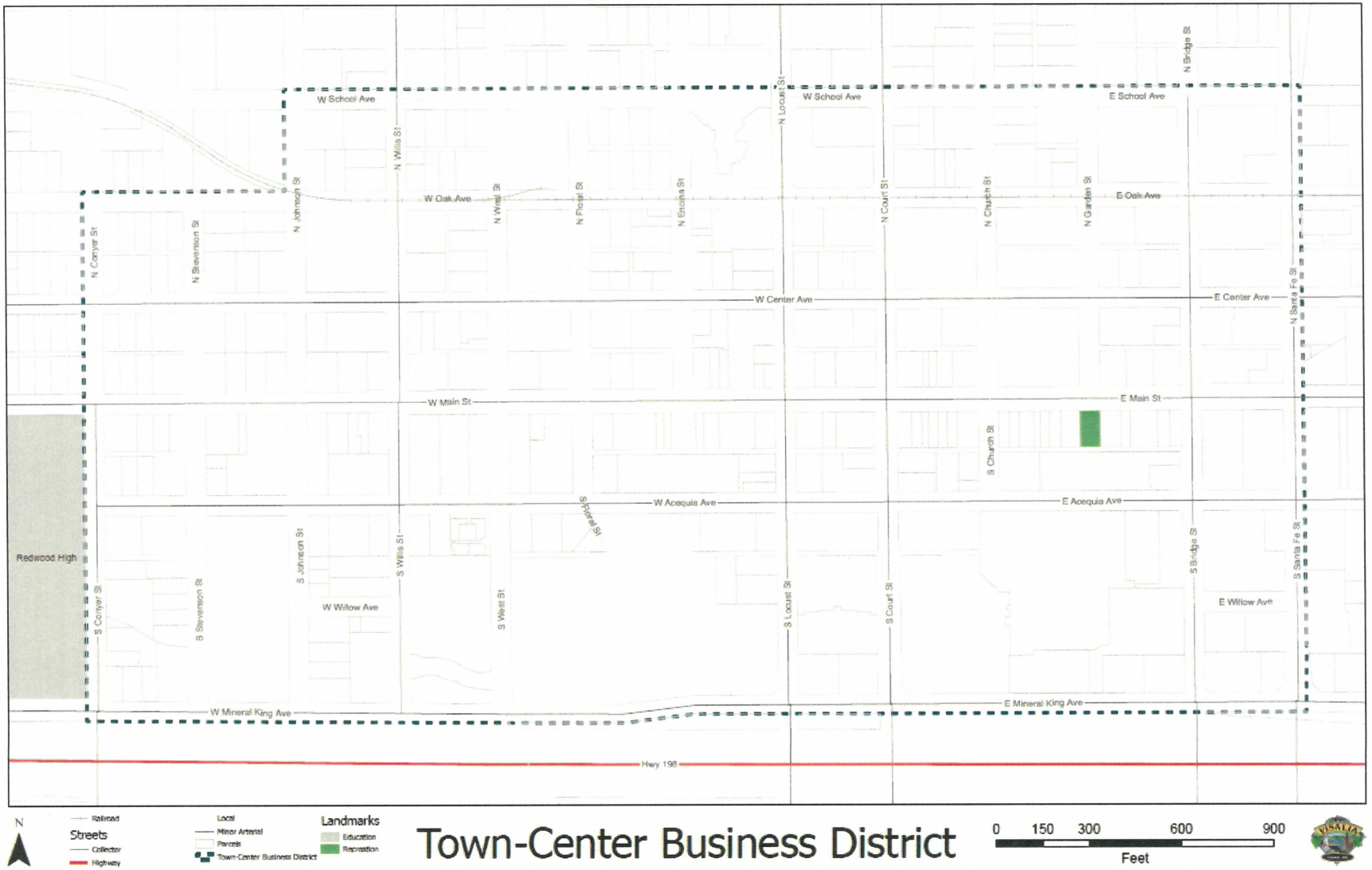
ATTEST:

Michelle Nicholson, City Clerk
Chief Deputy

ORIGINAL APPROVED AS TO FORM:

Kenneth J Richardson, City Attorney

Exhibit A – Map of TCBIA Boundaries



Downtown Visalia Board Members

Executive Board

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

Board Members

Bree Singleton

Haylie Silva

John Lawson

Johnathon Anderson

Michael Parades

Mike Fistolera

Steven Torres

Taylor Rodriguez

Dulce Ugalde Arellano

INSURANCE REQUIREMENT

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

1. General Liability:

   a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.

   b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).

   c. Claims-made coverage is not acceptable.

   d. The limits of liability shall not be less than:

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

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

      Personal & Advertising Injury: One Million Dollars ($1,000,000)

   e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.

   f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.

2. Automobile Liability:

   a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.

   b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).

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

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

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

3. Worker's Compensation

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

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

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

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

5. Other Insurance Provisions:

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

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

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

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

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

volunteers.

d. Downtown Visalians Inc.'s Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.

e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non- renewed, or materially changed except after 30 days prior written notice by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

6. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**

7. Downtown Visalians Inc. shall furnish the City with Certificates of Insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, and any Supplementary Conditions. Downtown Visalians Inc. shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder.

8. Downtown Visalians Inc. shall report, by telephone to the City within 24 hours, followed by a report in writing to the City within 48 hours, after Downtown Visalians Inc. or any of its Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars ($10,000) to property of the City or others, arising out of any work done by or on behalf of Downtown Visalians Inc. as part of the contract.

9. Such report shall contain:

   a. the date and time of the occurrence,
   b. the names and addresses of all persons involved, and
   c. a description of the accident or occurrence and the nature and extent of the injury or damage.

10. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

11. If Downtown Visalians Inc. fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Downtown Visalians Inc. under the contract.

12. Failure of the City to obtain such insurance shall in no way relieve Downtown Visalians Inc. from any of its responsibilities under the contract.

13. The making of progress payments to Downtown Visalians Inc. shall not be construed as relieving Downtown Visalians Inc. or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.



Town-Center Business District

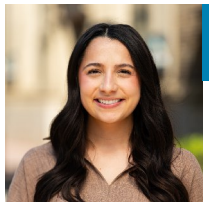
Downtown Visalians

Mission Statement

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

Vision

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



Valerie Felix
Executive Director



Gabrielle Jones
Assistant Executive Director



Rudy Medina
Enhancement Technician

Board of Directors

Executive Board

Duane Rodriguez
President
On-Site Security

Janeen Robbins
Vice President
Janeen's Furniture

Emily Van Deuren
Treasurer
On-Site Security

Paula Falcone
Secretary
House of JuJu

Shelby Reyes
Member at Large
Apricot Lane Boutique

Board Members

Cameron Bledsoe
Franeys Carpet

Jonathan Anderson
Component Coffee

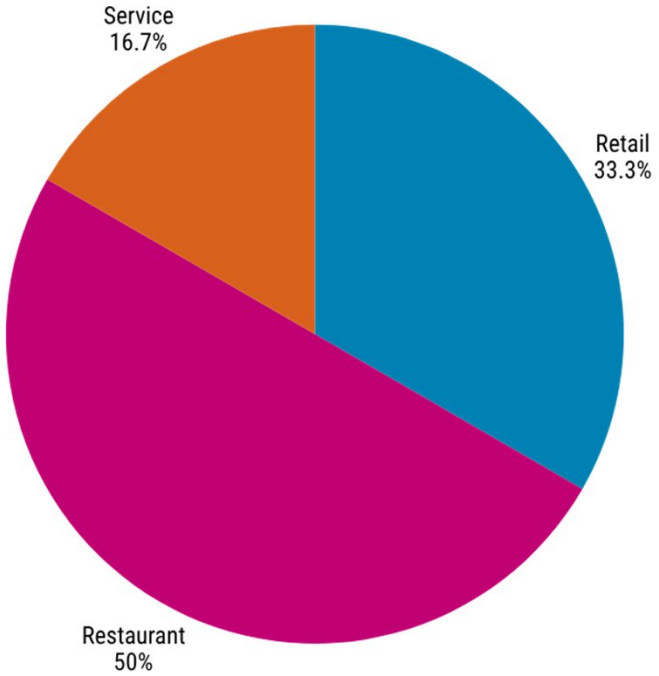
Josh Cavazos
Browns Shoes

Marie Paredes
Crazy Boba & Organic Tea

Michael Paredes
Cafe India

Sofia Iraheta
Jimmy Johns

Taylor Rodriguez
Downtown Rookies



Marketing Numbers

Social Media

LAST 90 DAYS HIGHLIGHTS
FEBRUARY 14 - MAY 14

872,435+
page views

88,00+
accounts reached

1,261
new followers

LAST 90 DAYS HIGHLIGHTS
FEBRUARY 14 - MAY 14

183K+
page views

2K+
interactions

400
new followers

Monthly Newsletter

EMAIL PERFORMANCE
AS OF 14 MAY 2026

1,462
subscribers

54%
open rate

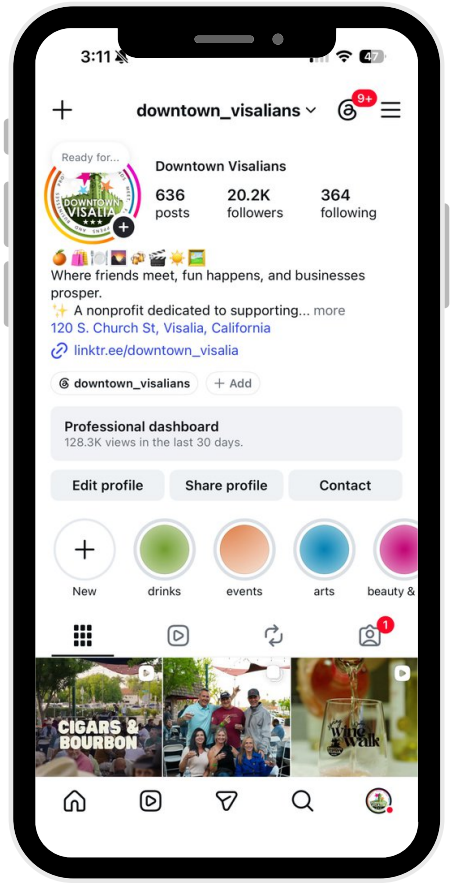
Other Media

Radio

Downtown Visalians maintains a seasonal radio presence through local media partnership with Momentum Broadcasting, promoting signature events and Downtown merchants

Print

Downtown Visalians also utilizes local community publications to advertise downtown events, initiatives, and programs, helping expand visibility throughout Visalia and the greater Tulare County area.



2026 DTV Events

PAST



FEBRUARY 10
DTV DESSERT WALK



MARCH 21
DTV SPRING MARKET

APRIL 9
SPRING WINE WALK





APRIL 24
CIGAR & BOURBON

UPCOMING

OCTOBER 13
TASTE OF DOWNTOWN

OCTOBER 30
DTV TRICK OR TREAT

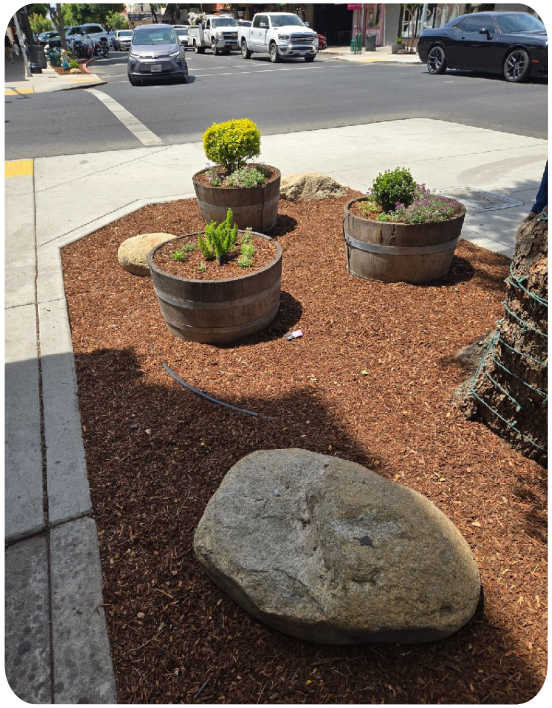
NOVEMBER 7
HOMETOWN HEROES

NOVEMBER 30
80TH ANNUAL CANDY CANE LANE PARADE

DECEMBER 5
CHRISTMAS AT THE PLAZA

DECEMBER 10
WINTER WINE WALK

Enhancement







Visalia City Council

Staff Report

File #: 25-0802 **Agenda Date:** 6/1/2026 **Agenda #:** 2.

Agenda Item Wording:
Fiscal Year 2026/27 and 2027/28 Proposed Budget - Receive and discuss the proposed 2026/27 and 2027/28 budget.

Agenda Date: 06/01/2026

Prepared by: Renee Nagel, Finance and Technology Director,559-713-4375, Renee.Nagel@visalia.gov, Amee Swearingen, Budget Analyst, 559-713-4170, Amee.Swearingen@visalia.gov

Department Recommendation: No action is required tonight. This report will present an overview of the proposed fiscal year 2026/27 and 2027/28 budget. Staff will return to Council on June 15th with proposed changes, conduct a public hearing, and potentially adopt the budget.

Summary:
The 2026-2028 Biennial Budget is comprised of all City funds, including the General Fund, Special Revenue Funds, Capital Funds, Enterprise Funds, and Internal Service Funds. The proposed budget appropriation for FY 2026/27 is $409 million and $359 million in FY 2027/28. The budget was developed using a conservative and responsible approach for both revenues and expenditures while meeting the community's needs and addressing the goals established by the City Council for the next two years.

A detailed summary of the budget assumptions is included in the Budget Message of the document. The budget book can be viewed on the City Webpage at <https://www.visalia.gov/DocumentCenter/View/3095/Proposed-2026-27--2027-28-Budget-Document-PDF> .

Background Discussion:
Every two years the City of Visalia adopts a biannual budget. The Budget lays out a strategic resource allocation plan that aligns with community goals, preferences, and needs. The Budget is a policy document, financial plan, operations guide, and communication device all in one.

The Budget also:

- Determines the quality and quantity of City programs and services.
- States expenditure planned and the resources needed.
- Sets targets and provides a means of measuring accomplishments against goals and actual versus planned outcomes.
- Serves as a communication device-for elected officials, the public, and the City organization-that promotes the City's vision and direction, fiscal health and vitality, and how the public will benefit from the expenditure of tax dollars.

The budget is a dynamic document that demonstrates to the public our commitment to service, accountability to the residents, and our focus on meaningful work and significant projects. The budget document is comprised of a 2-year operating plan (annual budget), a 6-year capital improvement program (capital budget), and appropriations for debt service and other uses. The development of the operating and capital budgets, however, takes place on two separate timelines (see Table 1 - Budget Process Calendar).

The Capital Improvement Program (CIP) is a multi-year planning instrument that drives the identification, evaluation, and financing of capital infrastructure projects in need of renovation, repair and/or construction. Capital projects consist of all projects that cost more than $10,000 and are typically infrastructure, equipment, and vehicles. Capital projects range from street maintenance or construction to the renovation of municipal buildings, recreation centers and ball fields, to sewerage system replacement, and the purchase of vehicles and equipment. The CIP relates these capital project needs to the financial resources that will support their realization and the timeframe in which both the financing and work will take place. Capital projects typically carry considerable future impact due to having a life span of at least five years or more.

Over the next 2 years, staff is proposing to fund $210.6 million in capital projects. These projects were presented to Council in February, March, April, and May. Tonight, we will begin the budget workshop meetings that will discuss the operating budget. The Operating Budget is used to finance all day-to-day operations and obligations of the City. This budget includes all departmental operations, debt service, small capital expenditures (less than $10,000), and fund transfer payments (advances and subsidies) for the next two fiscal year's. The funding for the budget is derived from taxes, fees, licenses, fines, and inter-governmental revenues (state and federal grants).

The operating budget starts by creating a baseline budget and building upon that to plan out the next two years. The City uses actual numbers from the prior two years and current year projections as the baseline. Finance creates a set of strategic guidelines to help departments prepare their proposed budgets. The strategic guidelines for this two-year budget are to:

- Budget revenues conservatively
- Seek cost saving measures that produce the same service delivery at a lower cost
- Find ways to address deferred maintenance
- Produce a balanced budget

Due to the complexity of creating the budget, a timeline is created to ensure the budget can be adopted by June 30th as shown in Table 1 - Budget Process Calendar.

Table 1
Budget Process Calendar

Budget Activity	Month
Citizen Input - survey/forum*	August
Council Strategic Goals Work Session*	November
Budget Kick Off/Baseline Budgets created	October-November
Departments submit capital	December
Departments submit budget requests & Mid Year Projections	January
Finance review departments submittals	February
Capital Work Sessions with Council*	February - May
Mid Year Presentation & Budget Forceast*	April
Budget Document Adoption*	**June**

*Note: These budget activities included an opportunity for public input.

Staff recommends that the Council adopt a budget by June 30th to comply with City Charter provisions requiring a budget appropriation for all expenditures. However, if Council is concerned or desires further discussion of the budget, additional hearings could be scheduled. Extending adoption of the budget past June 30th would result in the City having expenditures with no appropriation, in violation of the City Charter. This would be an undesirable outcome and is not recommended by staff.

City Council's Budget Goals and Priorities

The guiding principles that inspired the recommendations contained in this budget were established by City Council on November 3, 2025. At this meeting, Council set five budget goals and priorities which were used as a framework for budgeting operations and capital projects. Below are the budget's strategic goals:

Quality of Life • Maintain quality of life for the citizens of Visalia • Continue City efforts to reduce homelessness while collaborating and advocating regionally as appropriate. • Provide diverse housing through a variety of programs and policies for all income levels • Provide diverse community experiences and personal enrichment for all ages • Continue to improve parks, recreational amenities, open space, and trailways for a connected community.

Fiscal Strength • Continue to maintain the City's good fiscal health and sustainability • Adopt a balanced budget • Continue to maintain the General Fund Emergency Reserve at 30% of operating expenditures.

Infrastructure & Growth • Plan for the development of future infrastructure • Maintain, improve, and replace assets and infrastructure within the City • Ensure safe, reliable infrastructure that benefits the community • Seek grant funding to maintain and expand City infrastructure to meet the community's needs • Manage, maintain, and enhance the City's roadways to provide a safe and effective transportation system
Organizational Excellence • Provide excellent public service that is efficient, accessible, and responsive to all • Provide high-quality essential City services • Attract and retain a talented, diverse, and engaged workforce across the entire City organization • Utilize and add technology to increase efficiencies for City services • Continue to make improvements that equip the City to deliver excellent services to the community
Economic Vitality • Promote a vibrant economy that provides an equitable opportunity for all • Facilitate programs to develop, attract, and retain businesses • Foster economic development in both commercial and industrial

This budget is also responsive to community priorities, including addressing the continued service requirements indicated as essential by our public.

Budget Overview

The proposed budget for FY 2026/27 and 2027/28 is comprised of all City funds, including the General Fund, Special Revenue Funds, Capital Funds, Enterprise Funds, and Internal Service Funds. The proposed budget appropriation for FY 2026/27 is $409 million and $359 million in FY 2027/28 as shown in Table 2 - Proposed Appropriation. The decrease in FY 27/28 is due to less capital projects.

Table 2
Proposed Appropriations

Fund Type		2026/27 Appropriations	2027/28 Appropriations
General Fund *(ex: Police, Fire, Parks,General Government)*	*	$ 108,977,500	$ 110,922,100
Capital Projects Funds *(ex: Gas Tax , Impact Fees)*		17,624,500	18,589,600
Special Revenue Funds *(ex: Streets, MS T & MS R Sales Tax)*		79,836,300	61,897,800
Debt Service Funds *(ex: 2015 COP)*		1,400,600	1,153,100
Business-Type Funds *(ex: Wastewater, Solid Waste, Airport)*		166,622,300	130,676,300
Internal Service Funds *(ex: MIS, Fleet, Risk)*		34,210,800	35,540,400
Total		**$ 408,672,000**	**$ 358,779,300**

*Note: The General Fund in this table includes sub funds such as Civic Center Reserve Fund, Police Unclaimed Fund, and OakTree Preservation.

The City's budget includes all allocated positions and assumes no vacancies, as is the usual practice. In the past, vacancy savings have been used to fund emergency, unplanned, or projects that are scheduled in the future years.

The proposed budget includes a total of 737 full-time employees and 278 part-time employees. This count includes the addition of 21 new full-time positions across the organization. In total, 5 full-time positions are proposed within the General Fund, and 16 full-time positions in the Internal Service, Special Revenue, and Enterprise funds. The proposed positions are critical for the implementation of the City Council's priorities and goals to enhance services and maintain the quality of life for our citizens.

The City's primary and largest fund is the General Fund which supports general municipal services such as police, fire, parks, recreation services, and general government. The General Fund is not restricted and resources can be used to provide a broad array of public services. This fund is comprised of multiple revenue sources including, but not limited to, taxes (such as property, sales, and lodging taxes, etc.), user fees, fines, and development related fees.

The General Fund proposed budget has an increase in FY 2026/27 of $3.1 million (2.8%) from the current budget and an increase of $0.4 million (.3%) for FY 2027/28. The General Fund proposed budget is balanced and is projected to have a surplus of $2.3 million in FY 2026/27 and $5.6 million in FY 2027/28 as shown in Table 3 - General Fund Budget Summary.

Table 3- General Fund Budget Summary
(Does not include sub funds)

	2025/26 Projected	2026-27 Proposed	2027-28 Proposed
Operating Revenues	**111,156,200**	**112,805,800**	**116,388,100**
Operating Expenditures	93,927,800	101,090,300	104,414,200
Less: Allocations Net Reimbursements	(2,484,500)	(2,571,000)	(2,387,400
Total Operating Expenditures	**91,443,300**	**98,519,300**	**102,026,800**
Capital Expenditures	5,382,400	4,212,400	3,041,000
Capital Expenditures Prior Year	1,591,000	1,591,000	-
Funds Transfers/Debt	8,957,900	6,124,300	5,755,800
Total Expenditures	**107,374,600**	**110,447,000**	**110,823,600**
Surplus/(Deficit)	**3,781,600**	**2,358,800**	**5,564,500**

The budget projection includes continued revenue growth in majority of the funds as economic activity in the City continues to increase and new businesses open. While the City is in overall sound financial shape today, we must be cautious in approving expenditures that will impact the City in the long term. Revenue forecasts show continued growth; however, we must recognize that other foreign and domestic factors (i.e. inflation, housing prices, supply chain disruptions, etc.) could negatively impact the growth and expansion of our local economy. Any of these factors could also cause another economic downturn. Staff is optimistic about the financial outlook but we must also continue to be fiscally responsible by having sufficient reserves, balanced budgets, and prudent spending policies.

A detailed summary of the budget assumptions is included in the Budget Message of the document. The budget book can be viewed on the City Webpage at <https://www.visalia.gov/DocumentCenter/View/3095/Proposed-2026-27--2027-28-Budget-Document-PDF> .

Fiscal Impact including annual maintenance and operating costs: None

Prior Council Action: Capital Presentations: February, March, April, May 2026

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
None.

Environmental Assessment Status: N/A

CEQA Review: N/A
Deadline for Action: 06/30/2026

Attachments: None

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

Visalia City Council

Staff Report

File #: 25-0641 **Agenda Date:** 6/1/2026 **Agenda #:** 3.

Agenda Item Wording:
Fiscal Year 2026-27 Rates and Fees - Receive, review, and discuss proposed new fees, increases, and adjustments to the City's Rates and Fees Schedule for Fiscal Year 2026-27.

Agenda Date: 06/01/2026

Prepared by: Jana Ferguson 559-713-4429, jana.ferguson@visalia.gov; Renee Nagel 559-713-4375, renee.nagel@visalia.gov

Department Recommendation: It is recommended that the City Council receive, review, and discuss the proposed new fees, increases, and adjustments to the City's Rates and Fees Schedule for Fiscal Year 2026-27.

Summary:
Each year, the City reviews its fees to ensure they reflect changes in the cost of living for the upcoming fiscal year. Impact Fees and Business Taxes are automatically adjusted annually based on specific Consumer Price Indices (CPI) established in City ordinances. These inflation-based adjustments help City departments keep pace with rising costs while reducing reliance on the General Fund, allowing those resources to be directed toward essential services such as public safety.

The City holds two meetings to review the Rates & Fees for Fiscal Year 2026-27. The first meeting, on June 1, 2026, focuses on receiving, reviewing, and discussing the proposed changes to the fee schedule. The second meeting, on June 15, 2026, includes a Public Hearing and adoption of the City's Rates & Fees Schedule for Fiscal Year 2026-27.

If approved, fees will take effect on July 1, 2026. Impact Fees will become effective on August 14, 2026, to comply with the required 60-day notice period.

Background Discussion:

Fee increases are based on established indices. The City uses the California Consumer Price Index for All Urban Consumers (CCPI-U) as the basis for most fee adjustments. Impact Fees are required by City ordinance to use a building industry index, specifically the Engineering News-Record Construction Cost Index (ENRCCI).

Similarly, City ordinance dictates that Business Tax Fees be adjusted using the Consumer Price Index for All Urban Consumers, U.S. City Average (USCPI-U), calculated as the average over the most recent three years. Impact Fees and Business Tax Fees are adjusted annually in accordance with these ordinances.

Attachment A, "Fiscal Year 2026-27 Proposed Rates and Fees Document," provides a

comprehensive list of all rates and fees and includes the current fiscal year's rates for comparison. Changes beyond standard CPI adjustments are highlighted for ease of reference; these highlighted items are the focus of this report.

Throughout the Rates and Fees Document, there are instances where some or all departmental rates and fees are not increased due to specific circumstances. Examples include:

- **Ordinances and Fees Set by Other Governmental Agencies** - Certain fees, such as those related to Code Enforcement, may require an ordinance amendment prior to adjustment. Additionally, some fees are established by external governmental agencies and cannot be modified by the City, as is the case with certain Police fees.
- **Legal Requirements (Proposition 218 Fees)** - Some fees require compliance with Proposition 218 notification procedures before any increase can be implemented. This applies to most Solid Waste and Sewer fees.
- **Contracted Services** - Certain fees are based on contracted service rates and are therefore tied to contract pricing, such as Sidewalk and Drive Approach Improvement fees.
- **Minor Administrative Fees** - Certain fees associated with minor administrative tasks are minimal in amount and/or infrequently applied; therefore, they are not being increased. Examples include copy fees and payroll fees.
- **Department Discretion** - Some fees are not being increased based on departmental recommendations. In certain cases, departments may choose to remain competitive within their industry, where a fee increase could be detrimental to business activity.

This staff report does not address rates proposed to increase solely by the allowable indices (as described above) or those subject to minor adjustments for cash-handling purposes. Cash-handling adjustments consist of rounding to the nearest dollar and range from $0.01 to $0.99.

Table 1, "Proposed Index Period Changes," identifies the applicable indices and the corresponding fee effective dates.

Table 1

Proposed Index Period Changes

CPI Time Period	Rate Effective Date	FY 26-27 Rate	Fee
C.C.P.I. - U.			
Jan. - Dec. 2025	Jul 1, 2026	3.09%	All Other Fees
E.N.R.C.C.I.			
May 2025 - Apr. 2026	Aug 14, 2026	-0.79%	Impact Fees
U.S.C.P.I. - U.			
Three Year Average	Jul 1, 2026	3.23%	Business Tax Fees

Impact Fees - Each year, in accordance with Visalia Municipal Code 16.44.070, the ENRCCI rate is calculated as the average of the indices for Los Angeles and San Francisco. For the current year, this calculation results in a rate of -0.79%, While the nationwide ENRCCI reflects an increase of +2.6%, the Los Angeles area index declined by -1.9%. When averaged with San Francisco's +0.40%, this produces the negative adjustment.

The City's Impact Fees are based on nexus studies, which are currently underway by the Engineering and Buildings Department, with additional studies planned in the next fiscal year. These studies are required to evaluate the relationship between development and the infrastructure needed to support growth, ensuring that fees charged to developers are proportional to impacts on public facilities, including roads, schools, parks, and public safety services, and remain compliant with State law.

Resolution 2019-06 adopted June 4, 2019, and Municipal Code 16.44.070, provide that adopted fees may be adjusted annually based on the ENRCCI or, if the index does not adequately reflect actual costs, the City Engineer may prepare an updated fee schedule for consideration.

> "the adjustment of adopted fee resolutions annually subject to the current Engineering News Record Construction Cost Index (ENRCCI) or, alternatively, if such index adjustment is insufficient to meet the actual costs of planned facilities, the City Engineer may compute a new schedule of fees for adoption;"

Given the ongoing multiple nexus studies, the several scheduled to begin in the new budget cycle, and the City Engineer's authority to recommend alternative adjustments, staff proposes no changes to the current impact fee schedule at this time. This approach is reflected in the Proposed Rates & Fees Document (Attachment A).

Rounding of Fees - During last year's review of the Rates & Fees, Council directed staff to evaluate the feasibility of rounding fees to improve clarity and simplify calculations. In response, staff analyzed the basis of each fee, as well as the legal and procedural implications associated with rounding adjustments.

The City currently maintains approximately 1,600 individual fees, nearly half of which are subject to restrictions on inflationary adjustments. Of those restricted fees, 34% are established by ordinance and would require formal amendments to modify, while more than 18% are subject to Proposition 218 requirements, necessitating voter approval for any changes.

Staff also evaluated payment methods across applicable divisions. Seven divisions process transactions for fees that may be administratively adjusted. Survey results indicate that cash transactions represent approximately 11% of total transactions, with most divisions processing less than 5% in cash. The Transit Division has the highest cash utilization at 26% and currently rounds fares to the nearest quarter dollar ($0.25) for cash payments.

Staff further analyzed the cumulative impact of rounding. Over the past 15 years, the average Consumer Price Index (CPI) increase has been approximately 3% annually. Analysis indicates that rounding introduces variances between calculated and actual cost recovery that compound over time, particularly for fees used as inputs in subsequent calculations, such as Building fees where the

fee is multiplied by square footage.

Table 2 illustrates the cumulative impact of rounding fee calculations over time. While the initial variance between actual and rounded fees may appear minimal, the difference grows in later years as annual adjustments are applied. In this example, the Base Fee of $2.36 is rounded to $2.50 in FY 26-27 and results in a $140 variance per 1,000 square feet, which increases to over $400 in FY 29-30. This occurs because rounding is applied to the prior year rounded rate, causing the variance between actual cost recovery and rounded fees to compound over time. As demonstrated, rounding does not tend to self-correct and instead produces increasing discrepancies, particularly for fees used as the basis for further calculations.

Table 2

	26-27	27-28	28-29	29-30	30-31
Base Fee					
Actual	2.36	2.43	2.50	2.58	2.66
Round to 1/2 dollar	2.50	2.50	2.50	3.00	3.00
Per Sq Ft - 1,000 Fee					
Actual	2,360.00	2,430.80	2,500.00	2,578.84	2,656.20
Round to 1/2 dollar	2,500.00	2,500.00	2,500.00	3,000.00	3,000.00
Variance over actual cost	140.00	69.20	-	421.16	343.80

Rounding fees downward would have the same compounding effect over time. Each incremental reduction, though minor on its own, accumulates annually and prevents the City from fully recovering the actual cost of providing services. Over multiple adjustment cycles, this approach would create an ongoing gap between revenues and expenditures.

Based on the analysis conducted, staff does not recommend implementing a policy to round all rates and fees.

The following are proposed fees for the upcoming fiscal year, effective July 1, 2026. *Note: The page numbers referenced for each fee refer to the page number in the Proposed Rates & Fees Document, which is attached.*

NEW FEES

Parks & Recreation - General Fees (pg. 17)

At Council's direction, Parks & Recreation staff evaluated the implementation of a non-resident fee. A review of California municipalities found that differentiating between resident and non-resident users for recreation programs and facility rentals is a common and established practice.

A non-resident fee structure is consistent with the Department's Fee Policy, as residents support recreational facilities through local taxes. Applying a non-resident rate ensures equitable cost recovery by requiring non-residents to contribute a proportionate share toward operational and maintenance expenses, particularly for high-demand amenities and organized use, while preserving resident access.

A review of comparable California agencies, including the cities of Cupertino, Santa Barbara, Ventura, Martinez, and California City indicates non-resident fees for recreation programs typically

range from 15% to 30% above resident rates, and 30% to 80% for facility rentals. Analysis of City of Visalia Parks & Recreation transaction data from 2021-2025 shows approximately 12% of customers are non-Visalia residents

Staff recommends establishing a Non-Visalia Resident rate set at 25% above resident fees for recreation programs and facility rentals. Consistent with the Parks & Recreation Department Fee Policy, which provides a subsidy for youth programs classified under Category B and Category C, non-residents will continue to receive the initial subsidy with the 25% fee added. The proposed 25% non-resident is reflected in Attachment A (Proposed Rates & Fees for FY 2026-27), the Parks & Recreation Fee Policy (page 7), and the detailed fee schedules (pages 17-20). Staff plans to recommend completely eliminating the non-resident youth subsidy in next year's rates and fees.

While most approved rates will take effect July 1, 2026, staff recommends implementing the non-resident fee for Recreation program enrollment on August 10, 2026, to align with the Fall 2026 program cycle and avoid confusion to summer programming.

FEE INCREASES EXCEEDING CPI

Parks & Recreation - General Fees (pg. 17)
The Parks & Recreation staff are recommending increasing the capacity per person charge for all Indoor Facility Fees from $0.35 to $0.50 per person. This fee is designed to recover proportional costs such as utilities, custodial services, routine maintenance, administrative overhead, and payment processing. The proposed increase ensures a more accurate recovery of rising operational costs. These fees are not intended to generate revenue beyond the costs of service. This rate is calculated per person based on the facility capacity. The proposed increases are consistent at 42.86% with a value range of $2.09 to $27.84 over the approved CPI.

This table reflects the Resident Rate, if approved, the Non-Visalia Resident Rate will be calculated at plus 25%.

Parks & Recreation - Indoor Facility Fees			**FY 25-26**	**FY 26-27**
Facility	Room	Seating Capacity	Capacity $0.35 per person	Capacity $0.50 per person
Anthony Community Center 345 N Jacob St	Room A	40	$ 14.00	$ 20.00
	Dance Room	20	$ 7.00	$ 10.00
	Main Room	200	$ 70.00	$ 100.00
	Gymnasium	200	$ 70.00	$ 100.00
	Courtyard	85	$ 29.75	$ 42.50
Courtyard must be reserved in conjunction with either Gym or Main Room				
Manuel F. Hernandez Center 247 W Ferguson	Gymnasium	200	$ 70.00	$ 100.00
	Dance Room	15	$ 5.25	$ 7.50
	Craft Room	25	$ 8.75	$ 12.50
Visalia Senior Center 310 N Locust	Craft Room	30	$ 10.50	$ 15.00
	Activity Room	60	$ 21.00	$ 30.00
	Main Room	160	$ 56.00	$ 80.00
	Patio	50	$ 17.50	$ 25.00
Patio must be reserved in conjunction with Activity Room				
Whitendale 630 W. Beech	Main Room	80	$ 28.00	$ 40.00

Fire - General Fees (pg. 27)
The Fire Department charges for the use of our Type 1 Engine/Pumper and Aerial Ladder Truck with rates dictated by the FEMA Schedule of Equipment Rates. These two rates have been increased this year by FEMA and exceed the approved CPI rate for the City. These rates represent increases of 61.65% and 18.12% or $58.84 and $33.15, respectively above the CPI. Labor costs are not included in this rate.

Also, the FEMA rate for the Aerial Ladder truck no longer calls out the size/length of the vehicle, instead combining them into one rate, so the department would like to do the same.

Fire - Equipment		**FY 25-26**	**FY 26-27**
Type 1 Engine/Pumper (FEMA Schedule)	Per Hour	$ 100.49	$ 162.44
Fire Truck Aerial Ladder (FEMA Schedule)	Per Hour	$ 220.55	$ 260.51

Airport - Enterprise Fees (pg. 46)
The Airport is proposing to raise the fee for Overnight Parking Twin-Engine plane. This increase brings the expense closer to the industry standard and closes the gap caused by not increasing the fee since FY 23-24. The increase equates to 25% or $2.63 over the approved CPI.

Airport		FY 25-26	FY 26-27
Overnight Parking - Twin	Per Night	$ 12.00	$ 15.00

Solid Waste - Enterprise Fees (pg. 71)
The proposed cost increases for Replacement Cans/Bin, Replacement Keys, and Replacement Locks are based on the city's purchase prices for these items. These fees are listed as "actual replacement costs to the City" and includes the item cost, sales tax, shipping costs, plus ½ hour of staff and vehicle time. The rate increase for the replacement can is 61.65% or $58.84 over the approved CPI. The increase for the 1 Yard Bin equates to 18.12% or $33.15 over the approved CPI. The increase for the key increase is 4.47% or $0.29 over the CPI and the lock exceeds the CPI by 5.90% or $0.92.

Solid Waste		FY 25-26	FY 26-27
Replacement of Damaged/Burnt Cans/Bins			
Residential Can	Per Container	$ 91.00	$ 108.10
1 Yard Bin	Per Container	$ 958.16	$ 992.49
Replacement Cost of Miscellaneous Items (including Staff Time)			
Key Replacement	Per Key	$ 20.79	$ 21.72
Lock Replacement	Per Lock	$ 32.73	$ 34.66

Transit - Enterprise Fees (pg. 77 & 78)
Based on the recommendation of the contracted advertising agency, Transit staff would like to increase the Interior Ad space advertising rates for Fixed Route buses and the VLine. The Fixed Route increases are 5.56% or $0.44 over the approved CPI, and the VLine rates would increase 4.55% or $0.32 over the approved CPI.

Transit - Advertising		FY 25-26	FY 26-27
Fixed Route Buses - Interior Panels (11" x 17")			
One (1) Month Contract	Per Month	$ 18.00	$ 19.00
Three (3) Month Contract	Per Month	$ 18.00	$ 19.00
Six (6) Month Contract	Per Month	$ 18.00	$ 19.00
Twelve (12) Month Contract	Per Month	$ 18.00	$ 19.00
VLINE Interior Ad			
One (1) Month Contract	Per Month	$ 22.00	$ 23.00
Three (3) Month Contract	Per Month	$ 22.00	$ 23.00
Six (6) Month Contract	Per Month	$ 22.00	$ 23.00
Twelve (12) Month Contract	Per Month	$ 22.00	$ 23.00

ADJUSTED FEES

The following are the proposed fees that have increased by less than the annual CPI, decreased, changed based on the City's salary and benefit changes, or have a change in the fee description.

General Government & Finance - General Fees (pg. 10)
The Finance Department is proposing to revise the description of a Tax Roll fee to include "Lien Releases." This update would allow departments to charge a fee for releasing property liens, which are used to ensure the collection of fees for services. The fee reflects the actual cost charged by the County, as well as the City staff time required to process the lien release.

General Government & Finance		FY 25-26	FY 26-27
Removal or Change to Tax Roll; Lien Releases - All Departments		$ 50.00	$ 50.00

Convention Center - Enterprise Fees (pg. 58, 60, & 61)
The Convention Center would like to more clearly define a few of the pricing categories. They are wanting to add the word "Custodial" to the Maintenance charge for Staff Services to include cleaning services, and the word "Bare" to the tables description to make sure it is understood that a table rental does not automatically include linens. The Wi-Fi Services description for Wired DSL High Speed Internet should be adjusted to read "CAT 5/6 Cable (Ethernet)" to more accurately describe the service received.

Convention Center		FY 25-26	FY 26-27
Staff Services			
Maintenance/Custodial	Per Hour	$ 27.00	$ 28.00
Maintenance/Custodial Overtime after 8 hours & Holidays	Per Hour	$ 40.00	$ 41.00
Equipment Rental			
Table - Bare	Each	$ 11.00	$ 11.00
Wi-Fi Services			
CAT 5/6 Cable (Ethernet)	Each	$ 68.00	$ 70.00

Solid Waste - Enterprise Fees (pg. 71)
The replacement costs for several commercial bin sizes and lid replacements are adjusted down due to the reduction in the City's cost to purchase these items. The decreases range from -0.68% to -21.51% or -$0.33 to -$628.69 from what would be allowable with a CPI increase. Some items have increased over prior year pricing, however are still under the CPI.

Solid Waste		FY 25-26	FY 26-27
Replacement of Damaged/Burnt Cans/Bins			
2 Yard Bin	Per Container	$ 982.94	$ 984.80
3 Yard Bin	Per Container	$ 1,147.34	$ 1,064.94
4 Yard Bin	Per Container	$ 1,290.49	$ 1,281.68
6 Yard Bin	Per Container	$ 1,810.90	$ 1,421.35
30 Yard Bin	Per Container	$ 9,053.20	$ 9,055.07
40 Yard Bin	Per Container	$ 9,439.00	$ 9,101.98
Replacement Cost of Miscellaneous Items (including Staff Time)			
Commercial Bin Lid Replacement	Per Container	$ 40.79	$ 41.72
Commercial Bin Lid Replacement - Two Lids	Per Container	$ 81.58	$ 83.45

FEES WITH SALARY & BENEFIT CHANGES

The following rates are associated with specific job positions and have been adjusted based on salary and benefit contractual increases for the budget year. Rate increases range from 4.12% to 6.67%, and amounts over CPI range from $0.38 to $35.84.

Engineering & Building - General Fees (pg. 16)

Engineering - Grading Permit Fees	FY 25-26	FY 26-27
1 to 100 cubic yards (0.76 to 76.5 m3)	$ 92.00	$ 96.00
101 to 1,000 cubic yards (77.2 to 764.6 m3)	$ 92.00	$ 96.00
for the first 100 cubic yards (76.5 m3), plus 100 cubic yards (76.5 m3) or fraction thereof.	$ 23.00	$ 24.00
1,001 to 10,000 cubic yards (765.3 to 7,645.5 m3)	$ 299.00	$ 312.00
for the first 1,000 cubic yards (764.6 m3), plus for each additional 1,000 cubic yards (764.6 m3) or fraction thereof.	$ 30.00	$ 32.00
10,001 to 100,000 cubic yards (7,646.3 to 76,455 m3)	$ 569.00	$ 600.00
for the first 10,000 cubic yards (7,645.5 m3), plus for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.	$ 243.00	$ 253.00
100,001 cubic yards (76,456 m3) or more	$ 2,756.00	$ 2,877.00
for the first 100,000 cubic yards (76,455 m3), plus for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.	$ 243.00	$ 253.00

Planning and Community Preservation - General Fees (pg. 22)

Planning - Home Occupation Permit	FY 25-26	FY 26-27
Home Occupation Permit - new	$ 41.00	$ 43.00
Home Occupation Permit - change of location	$ 20.00	$ 21.00
Short-Term Rental Permit	$ 41.00	$ 43.00

Police - General Fees (pg. 29)

Police		FY 25-26	FY 26-27
D.U.I. Incident (Gov Code 53150-53159)	Per Hr/Per Sergeant	$ 135.31	$ 143.51
D.U.I. Incident (Gov Code 53150-53159)	Per Hr/Per Officer	$ 112.98	$ 120.07
Towed/Stored or Impound Release Fee	Per Vehicle	$ 175.00	$ 186.00
Nuisance Cases and Housing Violations (COVMC 15.44.090)	Per Hr/Per Officer	$ 112.98	$ 120.07
Fix It Ticket Processing Fee	Per Vehicle	$ 22.50	$ 24.00

Solid Waste - Enterprise Fees (pg. 70)

Solid Waste - Special Haul Service/Special Billing Service		FY 25-26	FY 26-27
Full Time Employee Labor	Per Hour/Per Staff	$ 61.18	$ 64.91
Full Time Employee Overtime Labor	Per Hour/Per Staff	$ 91.77	$ 97.37

EXISTING FEES - PREVIOUSLY NOT LISTED IN THE DOCUMENT

Convention Center - Enterprise Fees (pg. 57, 59, & 60)

In reviewing rental options at the Convention Center, staff identified a few rates that are presented to clients but not listed in our rates and fees document. These fees are presented with the requested CPI increase for FY 2026-27.

Convention Center		FY 25-26	FY 26-27
Facility Rental			
Exhibit Hall for non-profit move-in/out & turnaround reset (Friday through Sunday only – Holidays and days of celebration not included Commercial Rate will apply)	Per Day	$ 1,872.92	$ 1,931.00
Exhibit Hall for non-profit mone-in/out & turnaround reset (Monday through Thursday only – Holidays and days of celebration not included Commercial Rate will apply)	Per Day	$ 1,459.31	$ 1,505.00
Green Room use (move-in/out & turnaround reset)	Per Day	$ 77.00	$ 79.00
Equipment Rental			
Bar Stool	Each/Day	$ 4.00	$ 4.00
Boom Lift - Lift Operator included (1/2 hr minimum)	Per 1/2 hr	$ 86.00	$ 89.00
Lighting - General Wash Exhibit Hall (East Wall)	Per Day	$ 110.00	$ 113.00
Marley Floor	Per Day	$ 240.00	$ 247.00
Vertical Mast Lift - Lift Operator included (1/2 hr minimum)	Per 1/2 hr	$ 67.00	$ 69.00

DELETED FEES

Business Tax - General Fees (pg. 12)
The Business Tax division would like to remove the fees of copies from their listing. These fees are covered by fees listed in the General Government & Finance section. Additionally, the new software system they have implemented allows citizens to access information online and produce and print documents on their own.

Business Tax - Special Services		FY 25-26	FY 26-27
Reports	Per Page	$ 0.20	N/A
Copies - Individual copies	Per Sheet	$ 0.20	N/A
Copies - Duplexed copies	Per Sheet	$ 0.25	N/A

Fire - General Fees (pg. 27)
This fee is no longer applicable due to FEMA combining all sizes of Aerial Ladders into one category. Fees for the use of the City's Aerial Ladder are noted in the Fees Exceeding CPI section above.

Fire - Equipment		FY 25-26	FY 26-27
Fire Truck - 75 Foot Aerial Ladder (FEMA Schedule)	Per Hour	$ 149.92	N/A

Convention Center - Enterprise Fees (pg. 59 & 60)
The Convention Center is updating all of the lift rentals per ½ hour rentals with an operator. These two fees are redundant with this change and should be removed to eliminate confusion.

Convention Center		FY 25-26	FY 26-27
Equipment Rental			
Forklift/Scissor Lift – with Operator	Per Day	$ 545.00	N/A
Scissors Lift - with Operator	Per Day	$ 545.00	N/A

ANNUAL ADJUSTMENTS AUTHORIZED BY ORDINANCE

The following are the proposed fees where fee increases are required by ordinance.

Business Tax
Annual increases are calculated using the three-year average of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as previously approved by the City Council and authorized by City Ordinance. This adjustment is not subject to Proposition 26 because it represents an automatic inflationary adjustment rather than a new tax, levy, charge, or exaction. A fee is considered imposed at the time it is approved by the governing body, not when it takes effect.

An inflationary adjustment to an existing levy, charge, or fee is treated as part of the original fee structure set to take effect at a future date. Therefore, it is not considered a fee increase when adjusted for inflation (see Government Code Section 53750(h)(2)(A)).

The applicable index for Fiscal Year 2026-27 is 3.09%, and the adjusted fees will take effect on July 1, 2026.

Impact Fees
The ordinance approving cost-of-living increases for Impact Fees is based on the Engineering News-Record Construction Cost Index (ENRCCI). The applicable index for Fiscal Year 2026-27 is -0.79%.

Other: The following committees and commissions have reviewed the proposed rate and fee adjustments and recommend to the City Council the adoption of the adjustments to the City's Rates and Fees for Fiscal Year 2026-27.

Committee or Commission	Meeting Date	Recommended Fees
Transit Advisory Committee*	March 18, 2026	Transit Fees - Recommended
Planning Commission	April 13, 2026	Planning Fees - Recommended
Parks & Recreation Commission	April 14, 2026	Parks & Recreation Fees - Recommended
Citizens Advisory Committee	May 6, 2026	All Fees - Recommended
* This is an Ad-Hoc committee with no formal member appointments.		

Fiscal Impact including annual maintenance and operating costs: The proposed increase in City rates and fees are intended to help departments recover costs and reduce reliance on the General Fund. There are no ongoing annual maintenance or operating costs associated with the Rates & Fees.

Prior Council Action: The Council reviewed and approved new fees and adjustments to the Rates and Fees on June 16, 2025, for Fiscal Year 2025-26.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
There is no action required at this time. This item is for review and discussion only. Council comments and direction are requested. Formal action will be during the Public Hearing at the June 15, 2026, Council meeting.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/01/2026

Attachments: Attachment A - Fiscal Year 2026-27 Proposed Rates & Fees document; Attachment B - Power Point Presentation

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

VISALIA

A BETTER WAY OF LIVING

City of Visalia Proposed Rates & Fees FY 2026-27

Table of Contents

	Page #
Policy and Procedures – City	1
Policy and Procedures – Parks & Recreation	3
General Fees	
Administration	
General Government and Finance	10
Geographic Information Systems (GIS)	11
Business Tax	12
Engineering and Building	
Engineering	14
Grading Permit Fees	16
Parks and Recreation	17
Planning and Community Preservation	
Planning	22
Community Preservation (Code Enforcement)	26
Public Safety	
Fire	27
Police	29
Public Works	
Sidewalk & Drive Approach Improvements	31
Impact Fees	
Administration	
Public Facilities – Civic Center, Corporation Yard, & Library	33
Public Safety – Fire & Police	34
Planning and Community Preservation	
Groundwater Overdraft Mitigation and Impact Fee	35
Northeast Area Development	36
Park Acquisition & Development	37
Parking In-Lieu	38
Storm Drainage & Waterway Acquisition	39
Storm Drainage Credits	40
Transportation	41
Treatment Plant Connection Capacity	43
Truck Line Connection Capacity	44
Enterprise Fees	
Airport	46
Animal Services	47
Building Safety	49
Elevator Fees	55
Construction & Demolition	56
Convention Center	57
Solid Waste	62
Sewer – Sanitary and Storm Connections & Permits	72
Groundwater Recharge	75
Transit	76

Rates & Fees
Administrative Policy and Procedures

PURPOSE

The purpose of this policy is to set forth the procedures for the review, revision, and approval of the City's rates and fees.

POLICY

1. It shall be the policy of the City to establish fees and charges for City services, which reimburse the City for the associated services unless specified otherwise by the City Council.
2. All fees and charges shall be reviewed annually, or sooner, if needed, to ensure they are adequate and correlate with their associated costs.
3. All fees and charges adopted herein shall be superseded by State or Federal legal requirements setting fees and charges if at different amounts.

PROCEDURES

1. Annually, Finance shall request city departments to review their rates and fees and propose adjustments.
2. Upon receipt of the requested adjustments, Finance shall review them to ensure they comply with the City Council's policy for reimbursement of the associated costs.
3. Upon completion of this review, the proposed new rates and fees shall be reviewed by the appropriate advisory Committee or Commission and forwarded by Finance to the City Manager for final review and approval prior to being submitted to the City Council.
4. After review and approval by the City Manager, the new rates and fees shall be identified in the Rates and Fees Resolution.
5. The rates and fees shall be used to estimate revenues for specific city programs as requested in the proposed budget.
6. The Public Hearing on the proposed rates and fees, if required, shall be scheduled at a regular City Council meeting.
7. Generally, all adjustments to the City's rates and fees are to be considered at one time prior to the review and adoption of the budget. Changes in some rates and fees become effective on a date other than the first day of the new fiscal year. See Effective Date below for details.
8. Should new services or documents become available during the year, the new rate(s) or fee(s) may be developed and implemented using the same criteria as similar rates or fees. These new items would then be included in the next review if continued use is anticipated.

BASIS FOR ADJUSTMENTS

1. Generally, adjustments to rates and fees are based on established annual indexes, including the following:
    a. California Consumer Price Index (CCPI)
    b. Engineering News Record Construction Costs Index (ENRCCI)

    c. U.S. Consumer Price Index – Urban Consumers (CPI-U)
2. In addition to these indices, some rates and fees are adjusted using other bases to determine fees. For example, the following bases are also used in limited cases to adjust rates and fees:
    a. Cost of providing service
    b. Cost reimbursement
    c. Survey of fees from surrounding communities
    d. Special surcharges due to specific costs
    e. Subsidy by the General Fund
    f. Rounding
3. Certain rates and fees may not be required to be adjusted. For example, if an Enterprise Fund can continue to fund operations without an increase, none will be recommended.

EFFECTIVE DATES

1. Adjustments to rates and fees generally become effective on the first day of the next fiscal year. (e.g., General Fund and Enterprise Funds)
2. Adjustments to Impact Fees are effective 60 days after the date of the Public Hearing on which the new rates were adopted.
3. In certain circumstances, a rate or fee may be brought before the Council, and adjustments may be adopted during the fiscal year for immediate change or changes over a specified number of years.

City of Visalia
Parks and Recreation Department
Fee Policy

BACKGROUND

The Parks and Recreation Department wishes to provide meaningful recreational opportunities to meet the physical, cultural, mental and economic needs of the citizens of Visalia. It is our desire to enhance the quality of life in Visalia by providing open space, recreation facilities and programs for all citizens. Providing an array of quality recreational opportunities is an increasingly complex task due to 1) demands for new and expanded services, 2) demands to retain older services, 3) increases in operating expenses, and 4) priorities of allocating limited City general fund dollars. Fiscal responsibility mandates the adoption of a sound and consistent fee and charge policy that will guide the generation of revenue to supplement the General Fund's support of park and recreation programs and services.

Fiscal goals of the Parks and Recreation Department include:

- To become less dependent upon tax support from the City and to become more self-sufficient.
- To substantially increase the proportion of the services and operations funded through user fees. The department will make a concerted effort to track its costs for facilities and operations and ensure program costs are better covered by fees charged.
- To view programs and services more as an enterprise. Even though the department is a public agency, the City of Visalia is limited by the funds it can provide for all of its services, let alone those not viewed as essential by many taxpayers.
- In order to continue as a vital, progressive agency in the community, we need to adopt a more entrepreneurial, business-like and fiscally aware approach to our operations.

STATEMENT OF PHILOSOPHY

The philosophy of The City of Visalia Parks and Recreation Department is to offer year-round, diversified park and recreation programs and services, at reasonable and equitable rates designed to meet the needs of the citizens of Visalia. Fees and charges will be viewed as a method to equitably provide and expand services without an inordinate impact on the General Fund, while ensuring where fees are implemented, they are kept at a fair market value in order to encourage participation. Because the demand for services is greater than the municipality's ability to appropriate funds to support the demand, it becomes necessary to charge new fees, increase some existing fees and pursue additional supplementary revenues and resources.

Fees and charges for parks, recreation and cultural services will provide only one source of funding for the department. Other sources will include general fund appropriations, grants, sponsorships, special gifts, donations and in-kind contributions.

VISALIA'S PRICE MODEL

The Parks and Recreation Department will follow a cost recovery method based on benefits. This model utilizes general fund dollars for programs, services, and facilities that benefit the

community as a whole and allows user fees to support programs and services that focus on benefits to individuals. "Attachment A" shows our proposed Cost Recovery Pyramid with the following categories to be used to set program fees based on cost recovery rates:

Category A: Community Benefit – Programs, facilities and services that benefit the community as a whole.

These programs, facilities and services can increase property values, provide safety, address social needs, and enhance the quality of life for residents. The community pays for these basic services and facilities through taxes and may utilize free of charge. Such programs or services can include parks and open space, educational programs, health and wellness activities, community-wide special events, family activities and gang prevention programs.

Examples of current programs in this area:
Parks, Open Space & Trails
Community Wide Special Events – Egg Hunt, Dia del Nino, Tamale Festival
Family Walks
Manuel F. Hernandez Community Center Drop In Program
The Loop

Category B: Community / Individual Benefit – Programs, facilities, and services that promote individual physical and mental well-being and provide recreation skill development.

These are the more traditionally expected services and beginner instructional levels. These programs, services, and facilities are typically assigned fees based on a specified percentage of direct and indirect costs. These costs are partially offset by both a tax subsidy to account for the Community Benefit and participant fees to account for the Individual Benefit. Programs, facilities, and services in this tier shall recover 50% of direct program costs.

Examples of current programs in this area:
Youth Sports – baseball, soccer, basketball, volleyball
Tiny Tot Sports
Public Swim
Swim Lessons
Senior Meal Program
Senior Citizen programs & classes

Fee Example – Youth Basketball

Expenses	
Officials	$10,000
Hourly Staff	12,000
Recreation Coordinator	2,000
Coach/Official Training	800
Facility Rental	7,000
Uniforms	11,000
Equipment	6,000
Awards	2,000

Advertising		1,500
	Total	$ 52,300
425 Participants ($52,300/425)		123.06
50% Cost Recovery		$ 61.53
		Fee

Category C: Individual/Community Benefit – Services that promote individual physical and mental well-being and provide an intermediate level of recreational skill development.

This level provides more Individual Benefit and less Community Benefit and should be priced to reflect this. Programs and services in this category shall recover 75% of direct program costs.

Examples of current programs in this area:
Day Camps
Enrichment Classes - dance, art, martial arts, and music
After School Activity Program
Tiny Tots Pre-School Program

Fee Example – Tiny Tot Pre-School

Expenses		
Staffing		$480
Equipment & Supplies		200
	Total	$ 680
15 Students ($680/15)		45.33
75% Cost Recovery		$ 34.00
		Fee

Category D: Mostly Individual Benefit – Specialized services generally for specific groups and may have a competitive focus.

In this category, programs and services may be priced to recover 100% of direct costs.

Examples of current programs in this area:
Father/Daughter Dance
Specialty Camps & Sports Camps
Kendo
Adult Sports – soccer, softball, basketball, volleyball
Swim teams
Diving Classes

Fee Example – Adult Volleyball

Expenses

Hourly Staff		$800
Equipment		600
Awards		400
Gym Rental		1,800
	Total	$ 3,600
18 Teams ($3,600/18)		200.00
100% Cost Recovery	$ 200.00	Fee Per Team

Category E: Highly Individual Benefit – Programs or services that have a higher revenue potential and may fall outside of the core mission.

In this category, programs and services are priced to cover all direct and indirect costs. Examples of this include elite athletic programs, food concessions and trips.

Examples of current programs in this area:
Haunted House
Photos at the Mall
Bus Trips
Certification Courses
ViTri (triathlon)

DETERMINING FEES FOR PROGRAMS

The Parks and Recreation Department will work to recover a percentage of, or all ***Direct Program Costs***. The following describes factors that are considered to calculate direct costs:

- Part-Time, Hourly and Contractual Staff - leaders, instructors, officials, and scorekeepers, including hourly benefit cost of 5.85%.
- Equipment - including stage, light rental, tables, chairs, sound systems and other such items.
- Supply/ Materials - awards, balls, crafts, tickets, certificates, videos, copies, etc.
- Maintenance/Custodial – building attendants, facility opening & closing, maintenance issues directly related to program.
- Maintenance Supplies/Materials – maintenance and/or custodial supplies needed specific to the operation of program or activity.
- Membership/Training – memberships, subscriptions, trainings specific to a program or activity.
- Special Insurance - special event or food product liability insurance.
- Security – contract security or Police Department charges.
- Marketing - newspaper, radio, flyers, posters.
- Program Discounts, Scholarships
- Transportation - bus rental, transit tickets.

- Postage
- Equipment Purchase - Total cost of equipment purchased divided by years for life expectancy of equipment.
- Utilities
- Facility Rental Cost – cost to rent outside facilities.

DIFFERENTIAL FEES, VARIANCES AND FEE WAIVER

Non-Visalia Resident Fee Differential

To maintain equitable cost recovery for City-funded recreation programs, program fees for non-Visalia residents shall include a 25% surcharge above the established resident rate. Recreation programs are partially subsidized by the City of Visalia's General Fund, which is supported by taxes paid by Visalia residents. Because non-residents do not contribute to these local tax revenues, the non-resident fee differential reflects the portion of program costs that would otherwise be subsidized by the community. This structure allows the City to ensure equitable access for residents while still offering valuable recreation opportunities to individuals who live outside Visalia.

For the purpose of determining fees, a Visalia resident is defined as an individual whose primary residence is located within the incorporated city limits of Visalia. Residency may be verified through a valid government-issued ID, utility bill, rental agreement, or property tax statement showing an address within city limits. Individuals who do not meet this criterion are considered non-Visalia residents for fee-assessment purposes.

Fee Variances

It is understood that on occasion special consideration may be needed in determining fees for groups or individuals having circumstances uncommon to those in the fee structure criteria. In these cases, the Parks and Recreation Commission will be the approving party for all requests. Requests for a variance shall be submitted in writing to the Parks and Recreation Department 60 days prior to the date of use.

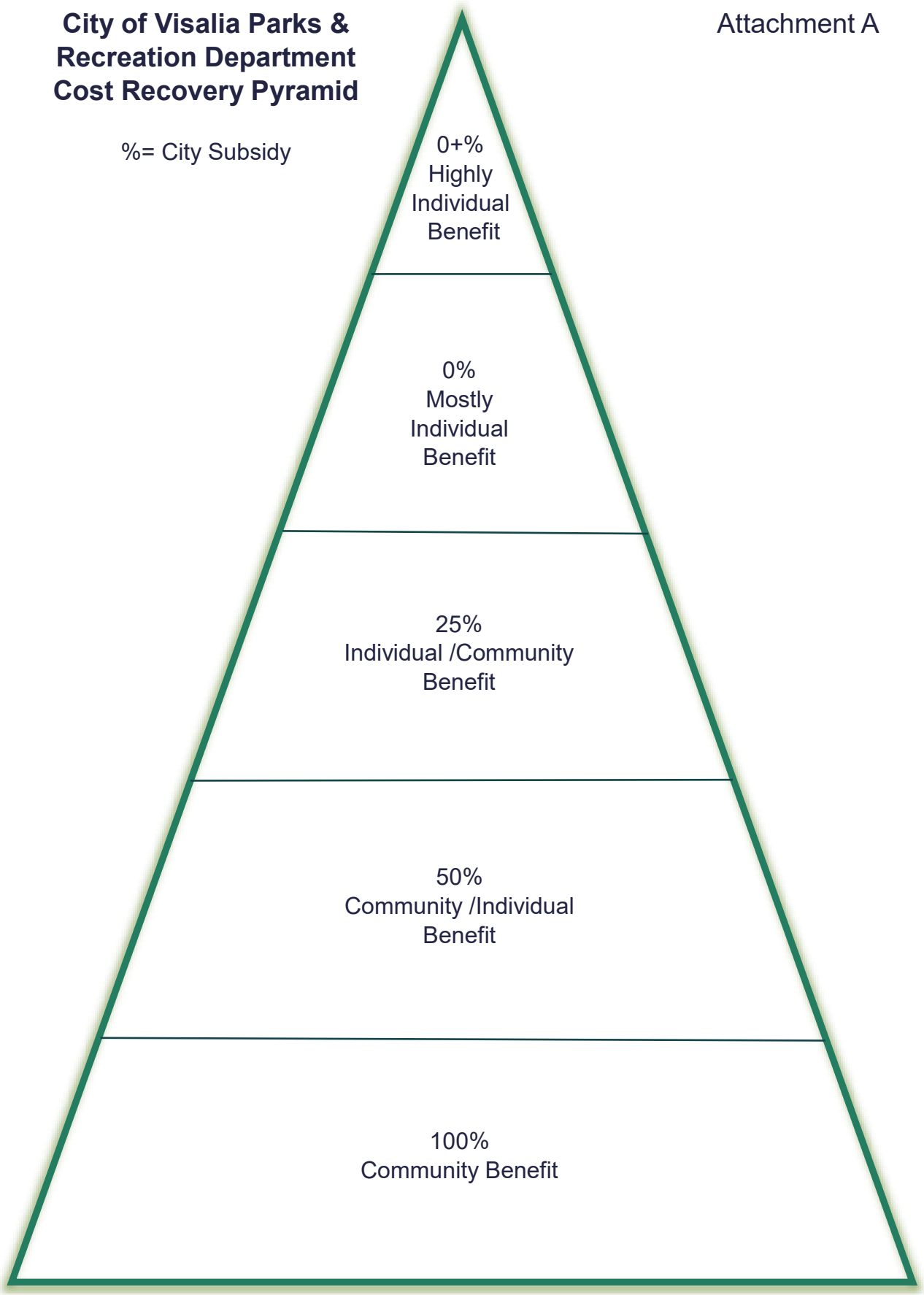
FEE REVIEW AND OVERSIGHT

The Parks and Recreation Commission shall review and provide oversight of specific program and/or activity fees and charges. Such review shall take place at least bi-annually during a regularly scheduled Parks and Recreation Commission meeting.

City of Visalia Parks & Recreation Department Cost Recovery Pyramid

%= City Subsidy

Attachment A



General Fees

GENERAL GOVERNMENT & FINANCE

	FY 25-26	FY 26-27		
Tax Roll				
	$ 50.00	$ 50.00	Per Parcel	Removal or Change to Tax Roll; Lien Releases - All departments
	$ 25.00	$ 25.00	Per Parcel	Fee for placing items on the property tax roll for collection
Payment Services Fee				
	Actual Cost	Actual Cost	Per Transaction	Credit Card or ACH Service Fee
Parking Permits				
	$ 25.00	$ 25.00	Per Month	Residential Parking Permit
	$ 25.00	$ 25.00	Per Month	West Acequia Parking Structure Reserved Permit
	$ 10.00	$ 10.00	Per Permit	Replacement Permit
General Services				
	$ 242.00	$ 249.00	Per Year	Ordinance Code Subscription
	$ 0.20	$ 0.20	Per Sheet	Copies - Letter Size
	$ 0.25	$ 0.25	Per Sheet	Copies - Letter Size Duplexed
	$ 0.25	$ 0.25	Per Sheet	Copies - Legal Size
	$ 0.30	$ 0.30	Per Sheet	Copies - Legal Size duplexed
	$ 0.10	$ 0.10	Per Sheet	Copies - FPPC documents (only)
Finance Services				
	5%	5%	Per Loan/Service	Interest rate to be charged on loans for City Sewer Connection
	$ 25.00	$ 25.00	Per Check	1st Returned Check Charge
	$ 30.00	$ 30.00	Per Check	Each Subsequent Returned Check Charge
	$ 30.00	$ 30.00	Per Check	Stop Payment (e.g. Lost Check)
	10%	10%	Of Rent Charge	Transient Occupancy Tax
	2%	2%	Of Rent Charge	Visalia Tourism Marketing District Tax (Pass Through)
	$ 0.60	$ 0.60	Per Item	Payroll Deduction (Voluntary)
	$ 1.50	$ 1.50	Per Item	Payroll Garnishment

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

FY 25-26	FY 26-27	
		Special Projects
$ 80.30	$ 82.75	Per half hour for staff time requested projects
No Charge	No Charge	**Standard Maps**
		Zoning
		General Plan
		City Limits with Streets
		Most Current Aerial Image with City Limits and Streets
		Fire Station and Response Areas
		Police Department Beats and Reporting Districts
		Public Parking Lots
		PBID
		Historic District
		CDBG
		Standard Map Sizes
		8.5 X 11
		11 X 17
		18 X 24
		24 X 36
		36 X 60
		42 X 70

Printing services are not available. **Standard Maps will only be produced at the Standard Map Sizes with no cost.** Delivery of all maps will be via e-mail or FTP site in a PDF format. Any maps or sizes not contained on the list of Standard Maps or Standard Map Sizes will be subject to the Special Project Rate.

The requestor of the maps or map products shall have the implied consent of the City of Visalia GIS Division to print the electronic file with a third party at the requestor's expense. This data has been carefully prepared from official records, however, the information hereon is not warranted and the City of Visalia shall not in any event be liable for any errors or inaccuracies.

BUSINESS TAX

FIXED BUSINESSES (Businesses in Downtown will be charged a Downtown Surcharge equal to the business tax.)

The amount of the business tax listed below for Fixed Businesses is the annual tax. The annual business tax shall be divided into equal payments and shall be due and payable according to the schedule prescribed by the Collector and defined in Section 5.04.230 of the Business Tax Ordinance.

The minimum and maximum taxes for professionals are per individual, while the minimum and maximum taxes for the other categories are per entity.

FY 26-27 All minimums are $87.00

	FY 25-26	FY 26-27	
Professionals			
	$ 1.25	$ 1.25	Per $1,000 annualized, monthly gross receipts (* Minimum Tax, Per Individual)
	$ 295.00	$ 305.00	Per individual professional participating within the entity, maximum annual business tax
Services			
	$ 1.00	$ 1.00	Per $1,000 annualized, monthly gross receipts (*Minimum Tax)
	$ 502.00	$ 518.00	Per entity, maximum annual business tax
Retail / Landlords			
	$ 0.70	$ 0.70	Per $1,000 annualized, monthly gross receipts (*Minimum Tax)
	$ 2,215.00	$ 2,287.00	Per entity, maximum annual business tax
Manufacturers / Wholesale			
	$ 0.40	$ 0.40	Per $1,000 annualized, monthly gross receipts (*Minimum Tax)
	$ 1,259.00	$ 1,300.00	Per entity, maximum annual business tax

STATE LICENSED CONTRACTORS (Contractors in Downtown will be charged a Downtown Surcharge equal to the business tax.)

The amount of the business tax listed below for State Licensed Contractors is the annual tax. The annual business tax shall be divided into equal payments and shall be due and payable according to the schedule prescribed by the Collector and defined in Section 5.04.230 of the Business Tax Ordinance.

	$ 245.00	$ 253.00	Per state licensed General contractor, included in SECTION 5.04.280
	$ 140.00	$ 145.00	Per state licensed Sub-contractor, included in SECTION 5.04.280

DELIVERY (AND PICK UP) VEHICLES

The amount of the business tax listed below for Delivery (and Pick Up) Vehicles is the annual tax. The annual business tax shall be divided into equal payments and shall be due and payable according to the schedule prescribed by the Collector and defined in Section 5.04.230 of the Business Tax Ordinance.

Delivery (and Pick Up) Vehicles			
	$ 0.40	$ 0.40	Per $1,000 gross receipts
	$ 189.00	$ 195.00	Per vehicle, per year - for the first vehicle
	$ 105.00	$ 108.00	Per vehicle, per year for each additional vehicle.

TEMPORARY, ITINERANT, OR SPECIAL BUSINESSES

Public Dance			
	$ 84.00	$ 87.00	Per day

BUSINESS TAX (cont.)

FY 25-26	FY 26-27	
Cultural Performance		
$ 84.00	$ 87.00	Per day
$ 722.00	$ 745.00	Per month
		OR (at collector's option)
$ 1.00	$ 1.00	Per $1,000 gross receipts
Special Event - Including Carnivals and Circuses		
$ 354.00	$ 365.00	Per day
$ 1.00	$ 1.00	Per $1,000 gross receipts

TEMPORARY, ITINERANT, OR SPECIAL BUSINESSES

Temporary or Itinerant Business		
$ 20.00	$ 20.00	Per day
$ 354.00	$ 365.00	Per month
$ 1.00	$ 1.00	Per $1,000 gross receipts

SURCHARGES AND PENALTIES

Downtown Surcharge		
100%	100%	Of Business Tax for businesses within the Town Center Business Improvement Area
Non-Compliance		
100%	100%	Of maximum Business Tax for non-compliance with City busines regulations.
Delinquent Penalty and Interest		
25%	25%	Penalty on original Business Tax Fee for any unpaid balance
1%	1%	Interest (on unpaid balance each month not paid in full)
50.00	50.00	Administrative surcharge to adjust gross receipts
Penalty for Delayed Notification for Closure or Change of Ownership		
10.00	10.00	Per month for delayed notification after the initial 30 days (for delay of notice of closure of business or change of ownership)
Penalty for Violation		
100%	100%	For intentional misrepresentation of facts to determine Business Tax due
1%	1%	Interest (on the unpaid balance each month not paid in full)
Infraction		
$ 100.00	$ 100.00	First violation
$ 200.00	$ 200.00	Second violation of the same within one year
$ 500.00	$ 500.00	Third and each additional violation of same within one year

SPECIAL SERVICES

~~**Reports**~~		
~~$ 0.20~~	~~$ 0.20~~	~~Per page regardless if computer generated or non-computer generated~~
~~**Copies - Citywide Fee**~~		
~~$ 0.20~~	~~$ 0.20~~	~~Per sheet - Individual copies~~
~~$ 0.25~~	~~$ 0.25~~	~~Per sheet - Duplexed copies~~
Application Fee		
$ 26.50	$ 26.50	Processing charge for new applications

ENGINEERING & BUILDING
ENGINEERING

Resolution No. 98-94

Resolution No. 99-65

			FY 25-26	FY 26-27
Final Subdivision & Parcel Map Filing Fee:				
		$	1,520.80	$ 1,567.70
	Per lot to 30 lots +	$	74.19	$ 76.48
	Per lot to 31-60 lots +	$	12.94	$ 13.34
	Per lot to 61-90 lots +	$	8.99	$ 9.27
	Per lot to 90 lots +	$	3.90	$ 4.02
Final Mapping Certificate of Correction:	Each	$	172.40	$ 177.70
Subdivision & Parcel Map Improvement Plan Check Fee:	Engineer Estimate			
	$ 0 - $200,000	$	3,798.10	$ 3,915.40
	$200,001 - $300,000	$	5,062.60	$ 5,219.00
	$300,001 - $400,000	$	7,594.00	$ 7,828.60
	$400,001 - $500,000	$	10,129.00	$ 10,441.90
	$500,001 and above	$	11,900.50	$ 12,268.20
% of proposed improvement costs less Subdivision Map Improvements:				
	Inspection Fee		4%	4%
Parking Lot Plan Check and Inspection Fee:	*** These fees are cumulative ***			
	up to 99 sq. ft.	$	91.00	$ 93.80
	sq. ft. between 100 to 10,000 sq. ft. +	$	0.10	$ 0.10
	sq. ft. between 10,001 to 100,000 sq. ft. +	$	0.10	$ 0.10
	sq. ft. over 100,000 sq. ft. +	$	0.09	$ 0.09
Expedited Parking Lot Plan Check and Inspection Fee:	*** These fees are cumulative ***			
	up to 99 sq. ft.	$	136.50	$ 140.70
	sq. ft. between 100 to 10,000 sq. ft. +	$	0.15	$ 0.15
	sq. ft. between 10,001 to 100,000 sq. ft. +	$	0.15	$ 0.15
	sq. ft. over 100,000 sq. ft. +	$	0.14	$ 0.14
Engineering Plan Review Fee of Building Permit - Commercial or Multifamily				
	Per Permit	$	281.50	$ 290.10
Expedited Engineering Plan Review Fee of Building Permit - Commercial or Multifamily				
		$	422.40	$ 435.40
Engineering Plan Review Fee for Plan Changes to Approved Building Permit Plans - Commercial or Multifamily				
		$	140.75	$ 145.05
Engineering Plan Review Fee of Building Permit - Residential				
	Per Permit	$	70.59	$ 72.70
Expedited Engineering Plan Review Fee of Building Permit - Residential				
		$	105.89	$ 109.05

ENGINEERING & BUILDING (cont.)
ENGINEERING

		FY 25-26	FY 25-26
Engineering Plan Review Fee for Plan Changes to Approved Building Permit Plans - Residential		$ 35.30	$ 36.35
Lot Line Adjustment Technical Review	Per Permit	$ 864.00	$ 890.00
Admin Fee for Post Occupancy Deferral Agr.	Per Permit	$ 660.00	$ 680.00
Encroachment Permit Issuance Fee	Per Permit	$ 95.00	$ 97.00
Encroachment Permit Inspection Fee	Per Hour	$ 110.00	$ 113.00
Encroachment Permit 90 Day Extension Fee	Per Permit	$ 37.00	$ 38.00
Transportation Permit Fee			
Moving Heavy Equipment or Machinery	Annual Permit	$ 90.00	$ 90.00
Moving Heavy Equipment or Machinery	Per Permit	$ 16.00	$ 16.00
Pavement Maintenance Fee	Per Linear Foot	$ 3.66	$ 3.77
Right of Way Summary Abandonment Requests		$ 1,703.00	$ 1,755.60
Right of Way Standard Abandonment Requests	+ PLUS Actual Cost of Legal Notices	$ 2,836.90	$ 2,924.50
Landscape & Lighting District Application Fee		$ 745.40	$ 768.40
Sanitary Sewer Tax Roll Fee	Per Permit	$ 118.00	$ 121.00

Special Services Fee/Inspections:

Fees for requested work such as preliminary engineering information, evaluation, calculations, overtime inspection, etc., for proposed development above and beyond the normal engineering services provided as part of the standard project review and inspection.	Direct Rate (Salary & Benefits) and Indirect Rate	Direct Rate (Salary & Benefits) and Indirect Rate

ENGINEERING & BUILDING
GRADING PERMIT FEES

Uniform Administrative Code, Table 3-G and 3-H
1994 Edition

	FY 25-26	FY 26-27
Grading Plan Review Fees		
50 cubic yards (38.2 m3) or less	No fee	No fee
51 to 100 cubic yards (40 to 76.5 m3)	$ 26.50	$ 27.30
101 to 1,000 cubic yards (77.2 to 764.6 m3)	$ 39.90	$ 41.10
1,001 to 10,000 cubic yards (765.3 to 7,645.5 m3)	$ 54.60	$ 56.20
10,001 to 100,000 cubic yards (7,646.3 to 76,455 m3)	$ 54.60	$ 56.20
for the first 10,000 cubic yards (7,645.5 m3), plus $22.00 for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.		
100,001 to 200,000 cubic yards (76,456 to 152,911 m3)	$ 303.20	$ 312.50
for the first 100,000 cubic yards (76,455 m3), plus $13.00 for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.		
200,001 cubic yards (152,912 m3) or more	$ 449.40	$ 463.20
for the first 200,000 cubic yards (152,911 m3), plus $6.50 for each additional 10,000 cubic yards (7,545.5 m3) or fraction thereof.		
Other Fees		
Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed.	$ 55.70	$ 57.40
Grading Permit Fees		
Grading Permit Inspection fees are based on the estimated time required for each corresponding grading tier. Lower grading tier requiring a higher rate of inspection and reduced as grading quantities increase, reflecting economies of scale with increased rates of production.		
1 to 100 cubic yards (0.76 to 76.5 m3)	$ 92.00	$ 96.00
101 to 1,000 cubic yards (77.2 to 764.6 m3)	$ 92.00	$ 96.00
for the first 100 cubic yards (76.5 m3), plus 100 cubic yards (76.5 m3) or fraction thereof.	$ 23.00	$ 24.00
1,001 to 10,000 cubic yards (765.3 to 7,645.5 m3)	$ 299.00	$ 312.00
for the first 1,000 cubic yards (764.6 m3), plus for each additional 1,000 cubic yards (764.6 m3) or fraction thereof.	$ 30.00	$ 32.00
10,001 to 100,000 cubic yards (7,646.3 to 76,455 m3)	$ 569.00	$ 600.00
for the first 10,000 cubic yards (7,645.5 m3), plus for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.	$ 243.00	$ 253.00
100,001 cubic yards (76,456 m3) or more	$ 2,756.00	$ 2,877.00
for the first 100,000 cubic yards (76,455 m3), plus for each additional 10,000 cubic yards (7,645.5 m3) or fraction thereof.	$ 243.00	$ 253.00

PARKS & RECREATION
PICNIC AREAS & SPECIAL USE FEES

		Visalia Resident - Daily Fee			Non-Visalia Resident - Daily Fee *Add 25% to the Resident rate for the corresponding category*					
Park Name and Address	Arbor/Picnic Area	Private (General)	Nonprofit -20% of Private	Commercial +20% of Private	Non-Resident Private (General)	Non-Resident Nonprofit	Non-Resident Commercial	Tables	Capacity	Covered Arbor
Alejandro Ruiz*	Area #1	$ 28.00	$ 22.00	$ 34.00	$ 35.00	$ 28.00	$ 43.00	4	32	1
639 E Buena Vista	Area #2	$ 28.00	$ 22.00	$ 34.00	$ 35.00	$ 28.00	$ 43.00	4	32	1
	Whole Park**	$ 244.00	$ 195.00	$ 293.00	$ 305.00	$ 244.00	$ 366.00	8	580	2
Blain	Area #1	$ 68.00	$ 54.00	$ 82.00	$ 85.00	$ 68.00	$ 103.00	8	40	1
3101 S Court St.	Area #3	$ 51.00	$ 41.00	$ 61.00	$ 64.00	$ 51.00	$ 76.00	6	32	1
	Area #4	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	8	49	1
	Whole Park**	$ 398.00	$ 318.00	$ 478.00	$ 498.00	$ 398.00	$ 598.00	22	500	3
Burke*										
310 S Burke St.	Whole Park**	$ 204.00	$ 163.00	$ 245.00	$ 255.00	$ 204.00	$ 306.00	0	420	0
Cherry Meadow*	Area #1	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
2348 S Pinkham St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	325	1
Constitution*	Area #1	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	2	16	1
1139 S Crenshaw St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	2	180	1
Fairview*										
2695 N Conyer St.	Whole Park**	$ 388.00	$ 310.00	$ 466.00	$ 485.00	$ 388.00	$ 583.00	0	800	0
Houk*	Area #1	$ 38.00	$ 30.00	$ 46.00	$ 48.00	$ 38.00	$ 58.00	6	48	0
2620 Royal Oaks Dr.	Area #2***	$ 18.00	$ 14.00	$ 22.00	$ 23.00	$ 18.00	$ 28.00	2	16	0
	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	165	0
Jefferson*	Area #1	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	1	8	0
700 S Watson St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	1	250	0
Kiwanis*	Area #1	$ 94.00	$ 75.00	$ 113.00	$ 118.00	$ 94.00	$ 141.00	2	16	1
1301 S McAuliff	Whole Park**	$ 236.00	$ 189.00	$ 283.00	$ 295.00	$ 236.00	$ 354.00	2	300	1
Lincoln Oval*										
800 N Court St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	200	0
Lions*	Area #1	$ 84.00	$ 67.00	$ 101.00	$ 105.00	$ 84.00	$ 126.00	6	48	1
6500 W Ferguson	Whole Park**	$ 264.00	$ 211.00	$ 317.00	$ 330.00	$ 264.00	$ 396.00	0	325	1
Mayors*										
1551 W Main St.	Whole Park**	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	0	45	0
Memorial*										
1550 W Main St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	80	0
Miki City*										
799 W Mineral King Ave.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	50	0
Mill Creek Garden*										
3001 E Mill Creek Pkwy	Whole Park**	$ 281.00	$ 225.00	$ 337.00	$ 351.00	$ 281.00	$ 421.00	0	580	0
Perry Family*	Area #1	$ 65.00	$ 52.00	$ 78.00	$ 81.00	$ 65.00	$ 98.00	4	32	1
4013 S County Center Dr.	Whole Park**	$ 319.00	$ 255.00	$ 383.00	$ 399.00	$ 319.00	$ 479.00	4	380	1
Plaza	Area #1**	$ 174.00	$ 139.00	$ 209.00	$ 218.00	$ 174.00	$ 261.00	20	160	0
1800 S Plaza Dr.	Area #2	$ 59.00	$ 47.00	$ 71.00	$ 74.00	$ 59.00	$ 89.00	6	48	0
	Area #3	$ 90.00	$ 72.00	$ 108.00	$ 113.00	$ 90.00	$ 135.00	10	80	0
	Area #4	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	6	48	1
	Area #5	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	6	48	1
	Area #6	$ 90.00	$ 72.00	$ 108.00	$ 113.00	$ 90.00	$ 135.00	8	64	1
	Area #7	$ 59.00	$ 47.00	$ 71.00	$ 74.00	$ 59.00	$ 89.00	6	48	0
	Area #8	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	Area #9***	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00	3	24	0
	Area #10***	$ 22.00	$ 18.00	$ 26.00	$ 28.00	$ 23.00	$ 33.00	2	16	0
	Area #11***	$ 22.00	$ 18.00	$ 26.00	$ 28.00	$ 23.00	$ 33.00	2	16	0
	Area #12	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00	3	24	0
	Whole Park**	$ 1,165.00	$ 932.00	$ 1,398.00	$ 1,456.00	$ 1,165.00	$ 1,748.00	78	1400	4
Recreation*	Area #1	$ 38.00	$ 30.00	$ 46.00	$ 48.00	$ 38.00	$ 58.00	6	48	0
345 N Jacob St.	Whole Park**	$ 223.00	$ 178.00	$ 268.00	$ 279.00	$ 223.00	$ 335.00	6	430	0
Riverbend*	Area #1	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
2534 N Court St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	4	325	1

PARKS & RECREATION (cont.)

PICNIC AREAS & SPECIAL USE FEES

		Visalia Resident - Daily Fee			Non-Visalia Resident - Daily Fee *Add 25% to the Resident rate for the corresponding category*					
Park Name and Address	Arbor/Picnic Area	Private (General)	Nonprofit -20% of Private	Commercial +20% of Private	Non-Resident Private (General)	Non-Resident Nonprofit	Non-Resident Commercial	Tables	Capacity	Covered Arbor
Riverway - Special Events Promenade**	Up to 50 People	$ 54.00	$ 43.00	$ 65.00	$ 68.00	$ 54.00	$ 81.00	0	50	0
	51-100 People	$ 91.00	$ 73.00	$ 109.00	$ 114.00	$ 91.00	$ 136.00	0	100	0
	101-200 people	$ 163.00	$ 130.00	$ 196.00	$ 204.00	$ 163.00	$ 245.00	0	200	0
	201-300 people	$ 237.00	$ 190.00	$ 284.00	$ 296.00	$ 238.00	$ 355.00	0	300	0
	301-400 people	$ 309.00	$ 247.00	$ 371.00	$ 386.00	$ 309.00	$ 464.00	0	400	0
	401-500 people	$ 382.00	$ 306.00	$ 458.00	$ 478.00	$ 383.00	$ 573.00	0	500	0
Rotary* 1600 S Divisadero	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	180	0
Seven Oaks*	Area #1	$ 47.00	$ 38.00	$ 56.00	$ 59.00	$ 48.00	$ 70.00	4	32	1
	Whole Park**	$ 445.00	$ 356.00	$ 534.00	$ 556.00	$ 445.00	$ 668.00	4	800	1
Soroptimist* 625 E Douglas	Area #1	$ 71.00	$ 57.00	$ 85.00	$ 89.00	$ 71.00	$ 106.00	1	8	1
	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	1	290	1
Stonebrook* 1200 W Hemlock	Whole Park**	$ 388.00	$ 310.00	$ 466.00	$ 485.00	$ 388.00	$ 583.00	0	800	0
Summers* 247 W Ferguson	Area #1*	$ 69.00	$ 55.00	$ 83.00	$ 86.00	$ 69.00	$ 104.00	2	16	0
	Whole Park**	$ 183.00	$ 146.00	$ 220.00	$ 229.00	$ 183.00	$ 275.00	2	250	0
Sunset 5743 W Lisendra Dr.	Area #1	$ 69.00	$ 55.00	$ 83.00	$ 86.00	$ 69.00	$ 104.00	3	24	0
	Whole Park**	$ 597.00	$ 478.00	$ 716.00	$ 746.00	$ 598.00	$ 895.00	3	1000	0
Village Park* 2695 N Conyer St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	75	0
Whitendale 500 W Beech	Area #1	$ 82.00	$ 66.00	$ 98.00	$ 103.00	$ 83.00	$ 123.00	8	64	1
	Area #2	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	Area #3	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	All Arbors**	$ 203.00	$ 162.00	$ 244.00	$ 254.00	$ 203.00	$ 305.00	20	160	3
	Whole Park**	$ 371.00	$ 297.00	$ 445.00	$ 464.00	$ 371.00	$ 556.00	20	450	3
Willow Glen* 5200 W Hurley Ave.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	290	0
Woodland* 1701 N Woodland	Area #1*	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
	Whole Park**	$ 154.00	$ 123.00	$ 185.00	$ 193.00	$ 154.00	$ 231.00	4	392	1
Garden Street Plaza*,** 300 E Main St.	Up to 50 People	$ 37.00	$ 30.00	$ 44.00	$ 46.00	$ 38.00	$ 55.00	0	50	0
	51-100 people	$ 65.00	$ 52.00	$ 78.00	$ 81.00	$ 65.00	$ 98.00	0	100	0
	101-200 people	$ 123.00	$ 98.00	$ 148.00	$ 154.00	$ 123.00	$ 185.00	0	200	0
	201-300 people	$ 182.00	$ 146.00	$ 218.00	$ 228.00	$ 183.00	$ 273.00	0	300	0
	301-400 people	$ 240.00	$ 192.00	$ 288.00	$ 300.00	$ 240.00	$ 360.00	0	400	0
	Main & Garden Lot	$ 37.00	$ 30.00	$ 44.00	$ 46.00	$ 38.00	$ 55.00	0	50	0

Additional Fees

	Visalia Resident Rate	Non-Visalia Resident Rate
Alcohol Permit w/ required Park Arbor Reservation - *not permitted at Riverway Sports Park*	$ 28.00	$ 35.00
Amusement Permit w/ required Park Arbor Reservation - *only allowed in specific park areas*	$ 12.00	$ 15.00
Special Event Use Permit w/ required Park reservation - *use of park open space for an event, rentals over capacity of an arbor space, and/or events open to the public*	$ 33.00	$ 41.25
Special Event Alcohol Permit w/ Special Event Reservation - *distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Not permitted at events held at Riverway Sports Park access*	$ 42.00	$ 52.50
	$ 33.00	$ 41.25
Portable Restroom w/ Cleaning Deposit - *required at locations identified above ** and Special Event rentals*	Direct Cost	Direct Cost
	TBD by event size & scope	TBD by event size & scope

Notes

Priority I:	Non-Profit Organizations/Schools (Priority II pricing minus 20%)
Priority II:	General Public
Priority III:	Profit or Commercial Use (Priority II pricing plus 20%)
Non-Visalia Resident Rate	Calculated at 25% above the corresponding Visalia Resident fee.

Fees are rounded to nearest $1 increment

*Park reservation requires portable restroom which shall be paid for by the customer.

**Cleaning deposit required, pricing to be determined by the size and scope of the event.

***Park areas are rented Easter weekend only.

PARKS & RECREATION (cont.)
INDOOR FACILITY FEES

			Visalia Resident			Non-Visalia Resident *Add 25% to the Resident rate for the corresponding category*		
Facility	Room	Seating Capacity	Private Per Hour	Non-Profit Per Hour -20%	Commercial Per Hour +20%	Non-Resident Private Per Hour	Non-Resident Non-Profit Per Hour -20%	Non-Resident Commercial Per Hour +20%
Anthony	Room A	40	$ 40.00	$ 32.00	$ 48.00	$ 50.00	$ 40.00	$ 60.00
Community Center	Dance Room	20	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00
345 N Jacob St	Main Room	200	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
	Gymnasium	200	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
	Courtyard	85	$ 43.00	$ 34.50	$ 51.50	$ 54.00	$ 43.00	$ 64.00
	Courtyard must be reserved in conjunction with either Gym or Main Room							
Manuel F.	Gymnasium	200	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
Hernandez Center	Dance Room	15	$ 28.00	$ 22.50	$ 33.50	$ 35.00	$ 28.00	$ 42.00
247 W Ferguson	Craft Room	25	$ 33.00	$ 26.50	$ 39.50	$ 41.00	$ 33.00	$ 49.00
Visalia Senior	Craft Room	30	$ 35.00	$ 28.00	$ 42.00	$ 44.00	$ 35.00	$ 53.00
Center	Activity Room	60	$ 50.00	$ 40.00	$ 60.00	$ 63.00	$ 50.00	$ 75.00
310 N Locust	Main Room	160	$ 100.00	$ 80.00	$ 120.00	$ 125.00	$ 100.00	$ 150.00
	Patio	50	$ 25.00	$ 20.00	$ 30.00	$ 31.00	$ 25.00	$ 38.00
	Patio must be reserved in conjunction with Activity Room							
Whitendale 630 W. Beech	Main Room	80	$ 60.00	$ 48.00	$ 72.00	$ 75.00	$ 60.00	$ 90.00

Additional Fees

Deposit	$50 - $1,000 depending on event size, type, and if alcohol will be served
Security	Direct cost per hour per guard (City will utilize contracted services to arrange security for rentals)
Alcohol Permit	per event, insurance and security required for all rentals with alc
Alcohol Permit Non-Visalia Resident	

Notes

Non-Visalia Resident Rate	Calculated at 25% above the corresponding Visalia Resident fee.

PARKS & RECREATION (cont.)
ATHLETIC & MISCELLANEOUS FACILITY FEES

Athletic Field Rentals

	Visalia Resident - Rate per hour per field				Non-Visalia Resident - Rate per hour *Add 25% to the Resident rate for the corresponding category*			
	Private	Non-Profit -20%	Commercial +20%	Tournaments*	Private	Non-Profit -20%	Commercial +20%	Tournaments*
Athletic Field								
All Parks - Field Rental	$ 18.00	$14.00	$ 22.00	$29.00	$ 23.00	$ 18.00	$ 28.00	$ 36.00
Riverway Sports Park – Special Event Promenade - Athletic Use	$ 36.00	$29.00	$ 43.00	$56.00	$ 45.00	$ 36.00	$ 54.00	$ 70.00
Additional Fees - Athletic Field Lights								
Riverway Sports Park - Baseball	$ 21.00	$17.00	$ 25.00	$33.00	$ 26.00	$ 21.00	$ 31.00	$ 41.00
Riverway Sports Park - Softball	$ 24.00	$19.00	$ 29.00	$38.00	$ 30.00	$ 24.00	$ 36.00	$ 48.00
Riverway Sports Park - Saputo Sports Field	$ 17.00	$14.00	$ 20.00	$26.00	$ 21.00	$ 18.00	$ 25.00	$ 33.00
Riverway Sports Park - Soccer Fields	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Plaza Park - Ballfields #2 & #3	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Plaza Park - Ballfields #1 & #4 (2 hr minimum)	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Jefferson Park - Multifield	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00

	Visalia Resident - Rate per day				Non-Visalia Resident - Rate per day *Add 25% to the Resident rate for the corresponding category*			
Concession Stands								
All Parks	$ 110.00	$88.00	$ 132.00	$172	$ 138.00	$ 110.00	$ 165.00	$ 215.00

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Deposit	TBD based on size and scope of use	TBD based on size and scope of use
Field Attendant (2 hour minimum) per hour	Direct cost	Direct cost
Janitorial Services	Direct cost + 10% admin fee	Direct cost + 10% admin fee
Portable Restroom rental	Direct cost + 10% admin fee	Direct cost + 10% admin fee
Field Prep by City of Visalia	Direct cost + 10% admin fee	Direct cost + 10% admin fee

Tournaments

Tournaments inherently have a greater toll on athletic fields and City amenities in a park. Additional fees will be assessed based on the size and scope of the event. These fees may include requiring the organizer to reserve other park amenities, additional staff to support the influx of park users, janitorial services, trash services, etc. Organizer may be required to provide, at their own cost, additional amenities such as portable restrooms and trash/recycling receptacles and dumpsters; if required organizer must provide proof of receipt before permit is finalized.

Park Athletic Courts

	Visalia Resident - Rate per hour per court				Non-Visalia Resident - Rate per hour per court *Add 25% to the Resident rate for the corresponding category*			
Court	Private	Non-Profit -20%	Commercial +20%	Tournaments*	Private	Non-Profit -20%	Commercial +20%	Tournaments*
Tennis Courts	$ 9.00	$7.00	$ 11.00	$14.00	$ 11.00	$ 9.00	$ 14.00	$ 18.00
Pickleball Courts	$ 9.00	$7.00	$ 11.00	$14.00	$ 11.00	$ 9.00	$ 14.00	$ 18.00
Outdoor Basketball	$ 7.00	$6.00	$ 8.00	$10.00	$ 9.00	$ 8.00	$ 10.00	$ 13.00
Outdoor Volleyball	$ 7.00	$6.00	$ 8.00	$10.00	$ 9.00	$ 8.00	$ 10.00	$ 13.00

	Visalia Resident - Rate per pit per day				Non-Visalia Resident - Rate per pit per day *Add 25% to the Resident rate for the corresponding category*			
Horseshoe Pit	$ 17.00	$14.00	$ 20.00	$26.00	$ 21.00	$ 18.00	$ 25.00	$ 33.00

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Special Event Use Permit w/ required facility reservation - Use of facility open space for an event, rentals over capacity of an arbor space, and/or events open to the public.	$ 33.00	$ 41.00
Special Event Alcohol Permit w/ Special Event Reservation - Distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Excludes events held at Riverway Sports Park	$ 42.00	$ 53.00
Park Staff Fee - Required when staff must perform tasks specifically for reservation e.g. unlocking drop gate, marking irrigation for turf access.	$ 33.00	$ 41.00
Deposit	TBD by size and scope of event	TBD by size and scope of event

Tournaments

Tournaments inherently have a greater toll on athletic fields and City amenities in a park. Additional fees will be assessed based on the size and scope of the event. These fees may include requiring the organizer to reserve other park amenities, additional staff to support the influx of park users, janitorial services, trash services, etc. Organizer may be required to provide, at their own cost, additional amenities such as portable restrooms and trash/recycling receptacles and dumpsters; if required organizer must provide proof of receipt before permit is finalized.

PARKS & RECREATION (cont.)
ATHLETIC & MISCELLANEOUS FACILITY FEES

Miscellaneous Facilities

	Visalia Resident - Rate per day			Non- Visalia Resident - Rate per day *Add 25% to the Resident rate for the corresponding category*		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
Dog Park* at Plaza Park and Seven Oaks Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Skate Park* at Recreation Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Disc Golf Course at Seven Oaks Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Trails	$ 111.00	$89.00	$ 133.00	$ 139.00	$ 111.00	$ 166.00

**Requires Parks & Recreation Commission authority to close facility for private or special event use.*

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Special Event Use Permit w/ required facility reservation - Use of facility open space for an event, rentals over capacity of an arbor space, and/or events open to the public	$ 33.00	$ 41.00
Special Event Alcohol Permit w/ Special Event Reservation - Distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Excludes events held at Riverway Sports Park	$ 42.00	$ 53.00
Park Staff Fee - Required when staff must perform tasks specifically for reservation e.g. unlocking drop gate, marking irrigation for turf access.	$ 33.00	$ 41.00
Deposit	TBD by size and scope of event	TBD by size and scope of event

Pool Rentals – *2 hour minimum rental*

Amount of Guests	Visalia Resident - Rate					
	Cost for first two hours			Cost per additional hour		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
1-25 people	$ 266.00	$ 213.00	$ 319.00	$ 107.00	$ 86.00	$ 128.00
26-60 people	$ 314.00	$ 251.00	$ 377.00	$ 133.00	$ 106.00	$ 160.00
61-100 people	$ 361.00	$ 289.00	$ 433.00	$ 160.00	$ 128.00	$ 192.00
101-150 people	$ 410.00	$ 328.00	$ 492.00	$ 186.00	$ 149.00	$ 223.00
151-200 people	$ 457.00	$ 366.00	$ 548.00	$ 213.00	$ 170.00	$ 256.00
201+ people	$ 506.00	$ 405.00	$ 607.00	$ 240.00	$ 192.00	$ 288.00

Amount of Guests	Non-Visalia Resident - Rate *Add 25% to the Resident rate for the corresponding category*					
	Cost for first two hours			Cost per additional hour		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
1-25 people	$ 333	$ 266	$ 399	$ 134	$ 108	$ 160
26-60 people	$ 393	$ 314	$ 471	$ 166	$ 133	$ 200
61-100 people	$ 451	$ 361	$ 541	$ 200	$ 160	$ 240
101-150 people	$ 513	$ 410	$ 615	$ 233	$ 186	$ 279
151-200 people	$ 571	$ 458	$ 685	$ 266	$ 213	$ 320
201+ people	$ 633	$ 506	$ 759	$ 300	$ 240	$ 360

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Deposit	$100	$125

PLANNING & COMMUNITY PRESERVATION
PLANNING

FY 25-26	FY 26-27	
Administrative Adjustment		
$ 187.00	$ 192.00	Administrative Adjustment
Adult-Oriented Business		
$ 276.00	$ 284.00	Performer Permit Application Fee
$ 1,851.00	$ 1,908.00	Regulatory Permit Application Fee
$ 276.00	$ 284.00	Performer Permit - Renewal Fee
$ 276.00	$ 284.00	Regulatory Permit - Renewal Fee
Agricultural Preserve		
$ 2,645.00	$ 2,726.00	Disestablishment
$ 879.00	$ 906.00	New Contract
$ 175.00	$ 180.00	Notice of Full Nonrenewal
$ 700.00	$ 721.00	Notice of Partial Nonrenewal
$ 4,408.00	$ 4,544.00	Cancellation
Time & Materials	Time & Materials	Easement Exchange
Annexation		
$ 2,977.00	$ 3,068.00	Amendment to Pre-Annexation Agreement
$ 5,957.00	$ 6,141.00	Up to 15 acres
$ 10,759.00	$ 11,091.00	Over 15 acres and up to 50 acres
$ 15,528.00	$ 16,007.00	Over 50 acres up to 100 acres
$ 19,419.00	$ 20,019.00	Over 100 acres plus …
		Applicants also pay fees adopted by LAFCO and State Board of Equalization Fees
Appeal		
$ 660.00	$ 680.00	Appeal of Planning Commission action to City Council or Appeal of Site Plan
Building Permit Plan Application Review		
$ 20.30	$ 20.90	Per Permit for Residential, Multifamily, Commercial
$ 20.30	$ 20.90	Per Permit for plan changes from Approved Plans
$ 61.00	$ 62.80	Expedited Plan Check (availability dependent upon staffing resources)
Certificate of Compliance		
$ 667.00	$ 687.00	Certificate of Compliance
Conditional Use Permit		
$ 1,733.00	$ 1,786.00	Minor / Amendment to Approved CUP
$ 5,383.00	$ 5,549.00	Regular / PUD / PRD
$ 8,072.00	$ 8,321.00	Master CUP
$ 187.00	$ 192.00	Temporary – Counter
$ 308.00	$ 317.00	Temporary – Requiring Site Plan Review
$ 571.00	$ 588.00	Temporary – To Planning Commission

PLANNING & COMMUNITY PRESERVATION (cont.)
PLANNING

FY 25-26	FY 26-27	
Development Agreement		
$ 5,636.00	$ 5,810.00	Development Agreement
$ 1,803.00	$ 1,858.00	Amendment to Development Agreement
Downtown News Rack Permit		
$ 40.00	$ 41.00	Newspaper Racks in the Downtown Retail Overlay District
ENVIRONMENTAL APPLICATIONS		
Categorical Exemption		
$ 91.00	$ 93.00	Categorical Exemption
Environmental Impact Report (EIR)		
7 1/2% of Contract	7 1/2% of Contract	Processing Fee
Actual Cost + 10% contract	Actual Cost + 10% contract	City Managed Consultant Work
Environmental Notices		
$ 177.00	$ 182.00	Environmental Notices per year; renewal needed each year
Finding of Consistency		
$ 285.00	$ 293.00	Finding of Consistency
Initial Study / Negative Declaration or Mitigated Negative Declaration		
$ 284.00	$ 292.00	Review of Technical Study
$ 957.00	$ 986.00	Simple
$ 3,606.00	$ 3,717.00	Complex
NEPA Environmental Review		
$ 957.00	$ 986.00	Simple
$ 4,804.00	$ 4,952.00	Complex
General Plan Amendment		
$ 3,075.00	$ 3,170.00	Simple
$ 13,653.00	$ 14,074.00	Complex
General Plan Maintenance Fee		
$ 510.00	$ 525.00	Per Acre for New Annexation Paid when LAFCO Approves Annexation
Home Occupation Permit		
$ 41.00	$ 43.00	Home Occupation Permit-new
$ 20.00	$ 21.00	Home Occupation Permit-change of location
$ 41.00	$ 43.00	Short-Term Rental Permit

PLANNING& COMMUNITY PRESERVATION (cont.)
PLANNING

FY 25-26	FY 26-27	
Lot Line Adjustment		
$ 778.00	$ 802.00	Lot Line Adjustment
$ 187.00	$ 192.00	Legal Description Resubmittal (each)
Maps		
$ 9,709.00	$ 10,009.00	Tentative Subdivision Map
$ 9,709.00	$ 10,009.00	Tentative Parcel Map - Commercial - over 4 lots
$ 3,943.00	$ 4,064.00	Tentative Parcel Map - 4 lots or less
Noise Variance		
$ 187.00	$ 192.00	Administrative
$ 2,977.00	$ 3,068.00	City Council
Sidewalk Outdoor Dining Permit		
$ 87.00	$ 89.00	Sidewalk/Outdoor Dining Permit
Specific Plan		
$ 16,155.00	$ 16,654.00	Commercial / Residential
Specific Plan Amendment		
$ 6,825.00	$ 7,035.00	Commercial / Residential Amendment
Subdivision Sign Program		
$ 59.00	$ 60.00	Amendment
Zoning Text Amendment		
$ 4,996.00	$ 5,150.00	Text Amendment
Time Extension		
$ 285.00	$ 293.00	Time Extension
Variance		
$ 1,099.00	$ 1,132.00	Single Family – No Site Plan
$ 1,863.00	$ 1,920.00	Single Family
$ 3,497.00	$ 3,605.00	Other
Zone Change		
$ 4,996.00	$ 5,150.00	Change of Zone
$ 857.00	$ 883.00	Conditional Zone Agreement
$ 2,495.00	$ 2,572.00	Amendment to Conditional Zone Agreement

PLANNING & COMMUNITY PRESERVATION (cont.)
PLANNING

FY 25-26	FY 26-27	
OTHER ADMINISTRATIVE FEES		
Copies (per page) - Citywide Fee		
$ 0.20	$ 0.20	Single-sided
$ 0.25	$ 0.25	Double-sided
$ 0.25	$ 0.25	Legal
$ 0.30	$ 0.30	Legal double-sided
$ 1.00	$ 1.00	Color Letter/Legal Size
$ 2.00	$ 2.00	Color 11X17
$ 5.00	$ 5.00	Black and White 24 X 36
$ 1.00	$ 1.00	Micro fiche
Documents		
$ 42.00	$ 43.00	Zoning Verification Letters & Burn Letters
$ 90.00	$ 92.00	300' Radius Map and Labels
Special Services Fee/Inspections		
Direct Rate (Salary & Benefits) and Indirect Rates - Per Hour	Direct Rate (Salary & Benefits) and Indirect Rates - Per Hour	

PLANNING & COMMUNITY PRESERVATION (cont.)
COMMUNITY PRESERVATION (CODE ENFORCEMENT)

	FY 25-26	FY 26-27		
Inspection Fee				
	$ 142.00	$ 142.00	Per Hour	
Fines				
	$ 100.00	$ 100.00	Each	First Violation
	$ 200.00	$ 200.00	Each	Second Violation of same within one year
	$ 500.00	$ 500.00	Each	Third and Each Additional Violation of same within one year
Appeal Fee				
	$ 100.00	$ 100.00	Each	Appeal of Administrative Enforcement Order
Administrative Hearing Fee				
	$ 100.00	$ 100.00	Each	Administrative Appeal Hearing
Abandoned Shopping Cart Violation				
	$ 50.00	$ 50.00	Each	Occurance in excess of 3 times during a 6-month period
Special Events Application Fee				
	$ 95.00	$ 97.00	Per Event	

FIRE

FY 25-26	FY 26-27		
SPECIAL SERVICES			
$ 248.78	$ 256.47	Per Incident	False Alarm
$ 15.00	$ 15.00	Per Permit	Fire Alarm Permit
$ 15.00	$ 15.00	Per Fiscal Year	Annual Fire Alarm Permit Renewal
$ 105.80	$ 109.07	Per Hour	Weed Abatement (Administrative Fee)
Actual Cost	Actual Cost	Per Lien	Lien Releases
$ 0.20	$ 0.20	Per Page	Fire Reports - Single Sided/Copies - Citywide
$ 0.25	$ 0.25	Per Page	Fire Reports - Double Sided/Copies - Citywide
$ 8.00	$ 8.00	Per Disk	Copy of Compact Disk Containing Photographs
$ 317.40	$ 327.21	Per Nuisance	Declaration of Public Nuisance - Includes 3 Hours
$ 105.80	$ 109.07	Per Hour	Declaration of Public Nuisance - Each Additional Hour
$ 260.21	$ 268.25	Per Year	Firework Stand Permit
$ 156.30	$ 161.13	Per Incident	Lift Assist at For Profit Residential Facility and For Profit Services
COST RECOVERY PROGRAM			
Actual Cost	Actual Cost	Per Hr/Per Fire Staff	Specialty Teams-Suppression Teams
Actual Cost	Actual Cost	Per Hr/Per Fire Insp	Fire Inspector - Inspections
EQUIPMENT			
$ 84.02	$ 86.62	Per Hour	Hazardous Materials Unit
$ 100.49	$ 162.44	Per Hour	Type 1 Engine/Pumper **(FEMA Schedule)**
~~$ 149.92~~	Combined with line below	~~Per Hour~~	~~Fire Truck Aerial Ladder~~ **~~(FEMA Schedule)~~**
$ 220.55	$ 260.51	Per Hour	Fire Truck Aerial Ladder **(FEMA Schedule)**
$ 13.74	$ 14.17	Per Hour	City Vehicle
$ 84.02	$ 86.62	Per Hour	Rescue Trailer/Truck
TRAINING CENTER FACILITY RENTAL			
$ 34.20	$ 35.25	Per Hour	Classroom (2 hour minimum)
$ 138.03	$ 142.30	Per Hour	Training Tower/Fire Simulator (Includes Grounds) (2 hour min)
$ 34.20	$ 35.25	Per Fire	Fire Simulation
$ 103.41	$ 106.60	Per Hour	Site Operator (Mandatory if using fire prop)
$ 69.21	$ 71.35	Per Hour	Training Tower/Training Grounds (2 hour minimum)
$ 138.03	$ 142.30	Per Hour	Vent Prop
Actual Cost	Actual Cost	Per Sheet	Plywood
$ 69.21	$ 71.35	Per Hour	Drafting Pit (2 hour minimum)

FIRE (cont.)

FY 25-26	FY 26-27		

ANNUAL OPERATIONAL PERMIT FEES (California Fire Code)

Operational permits, as listed in Chapter 1 of the current edition of the California Fire Code (adopted by City Council). No more than three Operational Permit fees will be applied to an individual facility per year.

N/A	$ 82.00	Per Inspection	Inspection of facilities with an aggregate building area in excess of 100,000 square feet.
N/A	$ 82.00	Per Inspection	Operational Business Safety Inspection
N/A	$ 7.65	Per Unit	Apartment Complex Site Mandated Fire Inspection
N/A	$ 82.00	Per Re-Inspection	Re-Inspection fee for all occupancies

OPERATIONAL PERMIT FEES (Per Event/Activity)

$ 93.81	$ 96.70	Per Event	Carnivals and Fairs
$ 202.56	$ 208.82	Per Event	Exhibits and Trade Shows
Actual Cost	Actual Cost	Per Hr/Per Staff	Motion Picture and Television Production (CFC Chapter 48, Production Facilities, Pyrotechnics and Special Effects, Live Audiences)
$ 202.56	$ 208.82	Per Event	Open Burning
$ 18.28	$ 18.84	Per Event	Open Flame and Candles
$ 93.81	$ 96.70	Per Event	Pyrotechnic Special Effects Material / Display with a duration not greater than 10 minutes (Fire Department Standby and or Inspection time will be charged upon Fire Marshal's Discretion at Actual Costs)
$ 267.92	$ 276.20	Per Event	Pyrotechnic Special Effects Material / Display with a duration greater than 10 mins (Fire Department Standby and or Inspection time will be charged upon Fire Marshal's Discretion at Actual Costs)
$ 151.92	$ 156.62	Per Event	Temporary Membrane Structures and Tents (An additional fee shall apply for off hours inspections at Actual Cost of staff time)

ADDITIONAL INSPECTIONS MANDATED BY STATE LAW

Standard Hourly Fee for Inspectors and/or equipment

POLICE

FY 25-26	FY 26-27		
FALSE ALARM ORDINANCE:			
$ 17.93	$ 18.50	Per Permit	Burglar Alarm Permit
$ 17.93	$ 18.50	Per Year	Annual Permit Renewal
No Charge	No Charge	Each	First False alarm call per fiscal year
$ 35.00	$ 35.00	Each	False alarm 2 occurring per fiscal year
$ 50.00	$ 50.00	Each	False alarm 3 occurring per fiscal year
$ 65.00	$ 65.00	Each	False alarm 4 occurring per fiscal year
$ 75.00	$ 75.00	Each	False alarm 5 occurring per fiscal year
$ 90.00	$ 90.00	Each	False alarm 6 occurring per fiscal year
$ 100.00	$ 100.00	Each	False alarm 7+ occurring per fiscal year
$ 4.00	$ 4.00	Each	Replace permit or validation sticker
COST RECOVERY PROGRAM:			
D.U.I. Recovery Fee:			
$ 135.31	$ 143.51	Per Hr/Per Sergeant	D.U.I. Incident (Gov Code 53150-53159)
$ 112.98	$ 120.07	Per Hr/Per Officer	D.U.I. Incident (Gov Code 53150-53159)
Lab Fee:			
Actual Cost	Actual Cost	Lab Fee - Blood Draw	D.U.I. Incident (Gov Code 53150-53159)
Actual Cost	Actual Cost	Lab Fee - Alcohol Analysis	D.U.I. Incident (Gov Code 53150-53159)
Actual Cost	Actual Cost	Lab Fee - Drug Screen	D.U.I. Incident (Gov Code 53150-53159)
Vehicle Release Fee:			
$ 175.00	$ 186.00	Per Vehicle	Towed/Stored or Impound Release Fee (CVC 22850.5 & 14602.6)
Other Fees:			
Actual Cost	Actual Cost	Per Hr/Per Officer	Public requests for Police staff on special details or projects (rate dependent on rank)
Actual Cost	Actual Cost	Per Hour	Requests for professional staff services Gov Code 6253 & 6253.9
Actual Cost	Actual Cost	Per Item	Transfer of records onto media (Software/Equipment) Gov Code 6253 & 6253.9
$ 112.98	$ 120.07	Per Hr/Per Officer	Nuisance Cases and Housing Violations (COVMC 15.44.090)
$ 40.00	$ 40.00	Per Referral	Operation Thunderbolt administrative fee
$ 22.50	$ 24.00	Per Vehicle	Fix It Ticket processing fee
$ 15.00	$ 15.00	Per Vehicle	Repossession Fee GC 41612
PARKING ORDINANCE:			
$ 40.00	$ 40.00	Per Violation	10.16.130 C.O. Green curb-20 minute parking
$ 40.00	$ 40.00	Per Violation	10.16.140 C.O. One (A), Two (B), Three (C), and Four (D) hour parking
$ 40.00	$ 40.00	Per Violation	10.16.150 C.O. Not within allotted space
$ 40.00	$ 40.00	Per Violation	10.16.160 C.O. Diagonal parking/Front wheel within 6" of curb or barrier
$ 40.00	$ 40.00	Per Violation	10.16.200 C.O. Permit parking
$ 40.00	$ 40.00	Per Violation	10.16.210 C.O. Commercial vehicle/Over 5,000 lbs. in residential district
$ 325.00	$ 325.00	Per Violation	10.16.230 C.O. Unlawful handicapped parking

Police (cont.)

FY 25-26	FY 26-27		
PARKING ORDINANCE (cont.):			
$ 40.00	$ 40.00	Per Violation	10.16.250A C.O. Red curb-No stopping/No parking
$ 40.00	$ 40.00	Per Violation	10.16.250B C.O. Yellow curb-Material/Passenger loading
$ 40.00	$ 40.00	Per Violation	10.16.250C C.O. White curb-Passenger loading /3 min.
$ 40.00	$ 40.00	Per Violation	C.V.C. 22500B Parked on crosswalk
$ 40.00	$ 40.00	Per Violation	C.V.C. 22500E Parked blocking driveway
$ 40.00	$ 40.00	Per Violation	C.V.C. 22500F Parked on sidewalk
$ 40.00	$ 40.00	Per Violation	C.V.C. 22500H Double Parked
$ 40.00	$ 40.00	Per Violation	C.V.C. 22502A Parked on right within 18" of curb/motorcycle one wheel at curb
$ 40.00	$ 40.00	Per Violation	C.V.C.21113 Unlawful parking on public grounds
$ 40.00	$ 40.00	Per Violation	Other parking violation
DOCUMENT COPIES:			
$ 10.00	$ 10.00	Per Document	Traffic Accident Report (20012VC)
$ 13.00	$ 13.00	Per Record Check	All local criminal history record checks
$ 0.10	$ 0.10	Per Page	Reports - Single Sided/Copies (Evidence Code 1563)
$ 0.20	$ 0.20	Per Page	Reports - Double Sided/Copies (Evidence Code 1563)
Actual Cost	Actual Cost	Depends on Media Type	Duplication of Digital Media (All other types)
$ 8.00	$ 8.00	Per CD/DVD	Duplication of Digital Media (Photo,Audio,Video Recordings)
$ 6.00	$ 6.00	Per Sheet	Color Prints of Photo
$ 275.00	$ 275.00	Per Subpoena/Per Day	Civil Subpoena (Non Sworn) G.C. 68096.1 (b) Amended 1/1/2015
$ 275.00	$ 275.00	Per Subpoena/Per Day	Civil Subpoena (Requesting Officers, Firefighters, State or Court Employee) G.C. 68097.2 (b)
$ 0.10	$ 0.10	Per Page	Subpoena Duces Tecum - copy cost
$ 0.20	$ 0.20	Per Page	Subpoena Duces Tecum - copy from microfiche
$ 24.00	$ 24.00	Per Hour	Subpoena Duces Tecum - clerical cost by $6 1/4 hour increments Evidence Code 1563 (b) (1)
Actual Cost	Actual Cost	Per Subpoena	Subpoena Duces Tecum – reproduction of oversized documents or those requiring special attention
FINGERPRINTING:			
$ 16.70	$ 17.21	Per Applicant	Finger Printing - Live Scan (Digital)
$ 16.70	$ 17.21	Per Applicant	Finger Printing - Hard Card + tax
SPECIAL PERMITS:			
$ 323.13	$ 333.12	Per Permit	Retail Firearms Dealer's Licence Application
$ 174.77	$ 180.17	Per Permit	Retail Firearms Dealer's Licence Renewal Application
$ 25.07	$ 25.84	Per Permit	Taxi Cab Driver permit
FRANCHISE FEE:			
$ 50.00	$ 50.00	Per Tow	Nonexclusive Franchise Fee for Rotational Tow

PUBLIC WORKS
SIDEWALK & DRIVE APPROACH IMPROVEMENTS

FY 25-26	FY 26-27			
Materials, Labor and Overhead Cost				**COV Standard**
$ 154.59	$ 159.37	* Per Linear Foot	Barrier Curb & Gutter Type A2-6	C-4
$ 154.59	$ 159.37	* Per Linear Foot	Barrier Curb & Gutter (Infill & Replacement Only)	C-5
$ 195.81	$ 201.86	* Per Linear Foot	Roll Type Curb & Gutter (Infill & Replacement Only)	C-6
$ 195.81	$ 201.86	* Per Linear Foot	Vee Gutter	C-7
$ 231.89	$ 239.05	* Per Linear Foot	Median Curb Type B1-6, Retaining Curb & Landscaping Curb	C-8
$ 66.99	$ 69.06	* Per Square Foot	Sidewalk - Residential with Parkway	C-9
$ 66.99	$ 69.06	* Per Square Foot	Sidewalk - Residential Adjacent to Curb	C-10
$ 72.14	$ 74.37	* Per Square Foot	Sidewalk - Office/Commercial	C-11
$ 11,336.60	$ 11,686.90	* Per Lump Sum	20' Radius Curb Return with Sidewalk Connection - Detail 1	C-13
$ 11,336.60	$ 11,686.90	* Per Lump Sum	20' Radius Curb Return with Sidewalk Connection - Detail 2	C-14
$ 11,336.60	$ 11,686.90	* Per Lump Sum	20' Radius Curb Return with Sidewalk Connection - Detail 3	C-15
$ 11,800.37	$ 12,165.00	* Per Lump Sum	30' Radius Curb Return with Sidewalk Connection	C-16
$ 12,727.91	$ 13,121.20	* Per Lump Sum	35' Radius Curb Return with Sidewalk Connection - Detail 1	C-17
$ 12,727.91	$ 13,121.20	* Per Lump Sum	35' Radius Curb Return with Sidewalk Connection - Detail 2	C-18
$ 77.30	$ 79.68	* Per Linear Foot	Grind Concrete Sidewalk on Curb	D-3
$ 32.98	$ 34.00	* Per Square Foot	Residential Drive Approach	C-22
$ 37.10	$ 38.25	* Per Square Foot	Multi-Family Residential/Office/Commercial Drive Approach	C-23
$ 51.53	$ 53.12	* Per Square Foot	Office/Commercial Drive Approach (Alternative-with Curb Return)	C-24
$ 36.07	$ 37.19	* Per Square Foot	Major Commercial Drive Approach 35' Radius Curb Return	C-26
$ 36.07	$ 37.19	* Per Square Foot	Major Commercial Drive Approach 35' Radius Curb Return Alternative	C-27
$ 41.22	$ 42.50	* Per Square Foot	Major Commercial Drive Approach 20' Radius Curb Return	C-28
$ 41.22	$ 42.50	* Per Square Foot	Major Commercial Drive Approach 20' Radius Curb Return Alternative	C-29
$ 3,993.58	$ 4,116.98	Per Lump Sum	Detectable Warning Surface Detail	C-33
$ 29,372.10	$ 30,279.70	Per Lump Sum	Vee Gutter Drainage Inlet	D-15
Administrative				
$50 and 10%	$50 and 10%	Adminstrative charge for placing on Tax Roll and interest of 10% compounded annually until balance is paid in full.		

Impact Fees

PUBLIC FACILITY IMPACT FEES

Land Use / Size	Demand Unit[1]	FY 25-26 Civic Center[2]	FY 26-27 Civic Center[2]	FY 25-26 orporation Yar	FY 26-27 orporation Yar	FY 25-26 Library	FY 26-27 Library	FY 25-26 Total	FY 26-27 Total
Residential									
Single Family Detached	Per D. U.	$577.00	$577.00	$94.00	$94.00	$69.00	$69.00	**$740.00**	**$740.00**
Single Family Attached-includes Duplex	Per D. U.	$582.00	$582.00	$94.00	$94.00	$69.00	$69.00	**$745.00**	**$745.00**
Multi-Family	Per D. U.	$512.00	$512.00	$83.00	$83.00	$61.00	$61.00	**$656.00**	**$656.00**
Mobile Home	Per D. U.	$398.00	$398.00	$63.00	$63.00	$49.00	$49.00	**$510.00**	**$510.00**
Commercial / Shopping Center									
under 25,000 sq. ft. gross area	Per 1,000 Sq Ft	$624.00	$624.00	$100.00	$100.00	N/A	N/A	**$724.00**	**$724.00**
25,001 to 50,000 sq. ft. gross area	Per 1,000 Sq Ft	$536.00	$536.00	$86.00	$86.00	N/A	N/A	**$622.00**	**$622.00**
50,001 to 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$466.00	$466.00	$75.00	$75.00	N/A	N/A	**$541.00**	**$541.00**
over 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$375.00	$375.00	$59.00	$59.00	N/A	N/A	**$434.00**	**$434.00**
Office									
Medical-Dental Office	Per 1,000 Sq Ft	$760.00	$760.00	$122.00	$122.00	N/A	N/A	**$882.00**	**$882.00**
under 25,000 sq. ft. gross area	Per 1,000 Sq Ft	$777.00	$777.00	$126.00	$126.00	N/A	N/A	**$903.00**	**$903.00**
25,001 to 50,000 sq. ft. gross area	Per 1,000 Sq Ft	$734.00	$734.00	$117.00	$117.00	N/A	N/A	**$851.00**	**$851.00**
50,001 to 100,000 sq. ft. gross area	Per 1,000 Sq Ft	$694.00	$694.00	$113.00	$113.00	N/A	N/A	**$807.00**	**$807.00**
Industrial									
Business Park	Per 1,000 Sq Ft	$593.00	$593.00	$96.00	$96.00	N/A	N/A	**$689.00**	**$689.00**
Mini-Warehouse	Per 1,000 Sq Ft	$7.54	$7.54	$1.26	$1.26	N/A	N/A	**$8.80**	**$8.80**
Warehousing	Per 1,000 Sq Ft	$238.00	$238.00	$41.00	$41.00	N/A	N/A	**$279.00**	**$279.00**
Manufacturing	Per 1,000 Sq Ft	$339.00	$339.00	$54.00	$54.00	N/A	N/A	**$393.00**	**$393.00**
Light Industrial	Per 1,000 Sq Ft	$432.00	$432.00	$68.00	$68.00	N/A	N/A	**$500.00**	**$500.00**
Other Nonresidential									
Nursing Home	Per Bed	$66.00	$66.00	$9.60	$9.60	N/A	N/A	**$75.60**	**$75.60**
Hospital	Per 1,000 Sq Ft	$634.00	$634.00	$101.00	$101.00	N/A	N/A	**$735.00**	**$735.00**
Day Care	Per Student	$32.72	$32.72	$3.77	$3.77	N/A	N/A	**$36.49**	**$36.49**
High School	Per Student	$13.84	$13.84	$2.51	$2.51	N/A	N/A	**$16.35**	**$16.35**
Elementary School	Per Student	$13.84	$13.84	$2.51	$2.51	N/A	N/A	**$16.35**	**$16.35**
Lodging	Per Room	$133.00	$133.00	$18.00	$18.00	N/A	N/A	**$151.00**	**$151.00**

[1] D.U. = dwelling units
[2] Impact fees for the civic center include both the administrative building and parking structure.

Resolution No. 2019-06

PUBLIC SAFETY IMPACT FEES

LAND USE DESIGNATION	ZONING	FY 25-26 FIRE PROTECTION FACILITIES	FY 26-27 FIRE PROTECTION FACILITIES	FY 25-26 POLICE FACILITIES	FY 26-27 POLICE FACILITIES
RESIDENTIAL					
Rural	RA	$2,477	$2,477	$357	$357
Low Density	RLD	$2,477	$2,477	$2,266	$2,266
Medium Density	RMD	$2,477	$2,477	$5,715	$5,715
High Density	RHD	$2,477	$2,477	$9,724	$9,724
COMMERCIAL					
Convenience Center	CC	$2,477	$2,477	$11,329	$11,329
Neighborhood Center	CN	$2,477	$2,477	$11,329	$11,329
Shopping/Office Center	CSO	$2,477	$2,477	$11,329	$11,329
Community Center	CCM	$2,477	$2,477	$11,329	$11,329
Central Business District	CDT	$2,477	$2,477	$11,329	$11,329
Regional Center	CR	$2,477	$2,477	$11,329	$11,329
Highway	CH	$2,477	$2,477	$3,475	$3,475
Service	CS	$2,477	$2,477	$2,749	$2,749
OFFICE					
Professional/ Administration	PAO	$2,477	$2,477	$4,609	$4,609
Business Research Park	BRP	$2,477	$2,477	$4,609	$4,609
INDUSTRIAL					
Light Industrial	IL	$2,477	$2,477	$330	$330
Heavy Industrial	IH	$2,477	$2,477	$330	$330
PUBLIC / INSTITUTIONAL					
Public / Institutional	PI	$2,477	$2,477	$1,308	$1,308
PARKS					
Parks	PARK	$2,477	$2,477	$391	$391
AGRICULTURE					
Agriculture	A	$2,477	$2,477	$533	$533
CONSERVATION					
Conservation	C	$2,477	$2,477	$343	$343

GROUNDWATER OVERDRAFT MITIGATION FEE

	FY 25-26	FY 26-27
Per Gross Acre	$1,690	$1,690

NOTE:

In lieu of payment of the Groundwater Overdraft Mitigation Fee, and with concurrence of the City, any person seeking to annex property within the City may dedicate water rights to the City. The City, in its sole discretion, shall determine whether such dedication equals in value the amount of the Groundwater Overdraft Mitigation Fee.

Resolution No. 2019-06

GROUNDWATER PUMPING FEE

	FY 25-26	FY 26-27
Per Acre Foot of Water Pumped	$20.93	$20.93

NOTE:

In lieu of payment of the Groundwater Impact Fee, and with concurrence of the City, all municipal water suppliers providing water service in the City may dedicate water rights to the City. The City, in its sole discretion, shall determine whether such dedication equals in value the amount of the Groundwater Impact Fee.

NORTHEAST SPECIFIC PLAN AREA DEVELOPMENT FEES

		FY 25-26	FY 26-27
ACQUISITION FEE BY SUBDIVISION			
Storm Drainage	Per Unit	$ 1,054	$ 1,054
Block Walls	Per Unit	$ 231	$ 231
Parkway Landscaping	Per Unit	$ 454	$ 454
Bike Paths	Per Unit	$ 83	$ 83
Total	Per Unit	$ 1,822	$ 1,822
FEE BY DEVELOPMENT			
Medians	Per Unit	$ 168	$ 168
Parks	Per Unit	$ 232	$ 232
Financing Costs	Per Unit	$ 182	$ 182
Total	Per Unit	$ 582	$ 582
CITY-WIDE PORTION OF PARK FEE	Per Unit	$ 413	$ 413

The unit fee shall be adjusted annually by City Council based on an amount equal to the change in the Engineering News Record Construction Cost Index for improvement development costs.

NOTE:

The "Fee by Subdivision" shall be paid on each parcel of land in the Northeast Specific Plan Area prior to the approval of the final subdivision or parcel map. In the case where units are to be constructed in previously subdivided areas which have not paid the unit fee identified as "Fee by Subdivision" above, the balance of the total unit fee shall be collected at the time of development.

In the event that a property develops with a non-residential use, the unit fee equivalent shall be calculated for that property and collected at the time of subdivision and building permits as appropriate.

The City-wide portion of the Park Fee is in addition to the Parks "Fee by Development" and shall be paid on each allowable dwelling unit at the same time the "Fee by Subdivision" is due.

PARK ACQUISITION & DEVELOPMENT IMPACT FEES

		FY 25-26 ACQUISITION	FY 26-27 ACQUISITION	FY 25-26 DEVELOPMENT	FY 26-27 DEVELOPMENT
Single-Family	Per Unit	$ 2,035	$ 2,035	$ 2,749	$ 2,749
Multi-Family	Per Unit	$ 1,791	$ 1,791	$ 2,418	$ 2,418
Mobile Home	Per Unit	$ 1,395	$ 1,395	$ 1,882	$ 1,882

NOTE:
The Acquisition Fee shall be paid on each allowable dwelling unit prior to the approval of the final subdivision or parcel map. Where no final subdivision or parcel map is recorded prior to issuance of a building permit for a residential development, the Acquisition Fee shall be paid at the time of issuance of the building permit or permits according to the Acquisition Fee schedule in effect at the time of issuance of such building permits. [7062(a)]

The Development Fee shall be paid at the time of issuance of a building permit or permits according to the Development Fee schedule in effect at the time of issuance of such building permits. [7062(a)]

Prior Vested Tentative Maps and Projects with existing Reimbursement Agreements will continue to be assessed per Resolution 08-32.

PARKING IN-LIEU

FY 25-26	FY 26-27	
$ 5,924	$ 5,924	Per Parking Stall

The Parking In-Lieu Fee is an optional program for new or expanding businesses within the Central Business District Parking Zones to meet Zoning Ordinance on-site parking requirement by paying the Parking In-Lieu Fee in-lieu of providing on-site parking with new development.

The Parking In-Lieu "change in use" fees for projects in the Parcel Based Improvement District's (PBID) boundaries of Zone One and Zone Two have been suspended as July 14, 2008, subject to the PBID making timely payments to the City's Central Business District Parking Zones Parking In-lieu Fund.

For the Central Business District boundaries, please refer to the Parking Districts Zone Map on our website at http://geodata.visalia.city/pages/standard-maps

For the Parcel Based Improvement District's, please refer to the PBID Boundaries and DT Visalians Map on our website at http://geodata.visalia.city/pages/standard-maps

STORM DRAINAGE & WATERWAYS IMPACT FEES

LAND USE	PERCENT IMPERVIOUS	ACQUISITION FEE		DEVELOPMENT FEE		TOTAL FEE		WATERWAY ACQUISITION FEE	
		FY 25-26	FY 26-27	FY 25-26	FY 26-27	FY 25-26	FY 26-27	FY 25-26	FY 26-27
RESIDENTIAL									
Rural	20	$ 1,913	$ 1,913	$ 213	$ 213	$ 2,126	$ 2,126	$ 1,557	$ 1,557
Low Density	43	$ 4,109	$ 4,109	$ 455	$ 455	$ 4,564	$ 4,564	$ 3,355	$ 3,355
Medium Density	70	$ 6,692	$ 6,692	$ 743	$ 743	$ 7,435	$ 7,435	$ 5,461	$ 5,461
High Density	80	$ 7,648	$ 7,648	$ 846	$ 846	$ 8,494	$ 8,494	$ 6,241	$ 6,241
COMMERCIAL									
Convenience Center	95	$ 9,086	$ 9,086	$ 1,010	$ 1,010	$ 10,096	$ 10,096	$ 7,407	$ 7,407
Neighborhood Center	85	$ 8,129	$ 8,129	$ 901	$ 901	$ 9,030	$ 9,030	$ 6,630	$ 6,630
Shopping/Office Center	80	$ 7,648	$ 7,648	$ 846	$ 846	$ 8,494	$ 8,494	$ 6,241	$ 6,241
Community Center	75	$ 7,171	$ 7,171	$ 797	$ 797	$ 7,968	$ 7,968	$ 5,849	$ 5,849
Central Business District	95	$ 9,086	$ 9,086	$ 1,010	$ 1,010	$ 10,096	$ 10,096	$ 7,407	$ 7,407
Regional Center	90	$ 8,606	$ 8,606	$ 955	$ 955	$ 9,561	$ 9,561	$ 7,021	$ 7,021
Highway	95	$ 9,086	$ 9,086	$ 1,010	$ 1,010	$ 10,096	$ 10,096	$ 7,407	$ 7,407
Service	95	$ 9,086	$ 9,086	$ 1,010	$ 1,010	$ 10,096	$ 10,096	$ 7,407	$ 7,407
Professional/ Administration	70	$ 6,692	$ 6,692	$ 743	$ 743	$ 7,435	$ 7,435	$ 5,461	$ 5,461
PUBLIC /INSTITUTIONAL	60	$ 5,739	$ 5,739	$ 638	$ 638	$ 6,377	$ 6,377	$ 4,678	$ 4,678
INDUSTRIAL									
Outside Industrial Park									
Light Industrial	80	$ 10,199	$ 10,199	$ 1,131	$ 1,131	$ 11,330	$ 11,330	$ 8,320	$ 8,320
Heavy Industrial	90	$ 11,473	$ 11,473	$ 1,274	$ 1,274	$ 12,747	$ 12,747	$ 9,357	$ 9,357
Industrial Park	N/A	$ 1,787	$ 1,787	$ 199	$ 199	$ 1,986	$ 1,986	$ 1,457	$ 1,457

NOTE:
The Acquisition Fee shall be paid on each parcel of land within the 2020 Urban Development Boundary prior to the approval of the final subdivision or parcel map. When no final subdivision or parcel map is submitted for approval prior to the commencement of the work of any development on each parcel of land, the Acquisition Fee shall be paid prior to the commencement of the work of any development thereon.

The Development Fee shall be paid on each parcel of land prior to the commencement of the work of any development thereon.

Resolution No. 2019-06

STORM DRAINAGE IMPACT FEES
CREDITS

DIAMETER (inches)	PIPE		NON-URBANIZED FY 25-26	NON-URBANIZED FY 26-27	URBANIZED* FY 25-26	URBANIZED* FY 26-27
18"	Per Linear Foot	(RCP)	$ 91	$ 91	$ 123	$ 123
24"	Per Linear Foot	(RCP)	$ 118	$ 118	$ 158	$ 158
27"	Per Linear Foot	(RCP)	$ 134	$ 134	$ 189	$ 189
30"	Per Linear Foot	(CIP)	$ 104	$ 104	$ 146	$ 146
36"	Per Linear Foot	(CIP)	$ 122	$ 122	$ 169	$ 169
42"	Per Linear Foot	(CIP)	$ 143	$ 143	$ 200	$ 200
48"	Per Linear Foot	(CIP)	$ 161	$ 161	$ 226	$ 226
54"	Per Linear Foot	(CIP)	$ 189	$ 189	$ 254	$ 254
60"	Per Linear Foot	(CIP)	$ 203	$ 203	$ 284	$ 284
72"	Per Linear Foot	(CIP)	$ 241	$ 241	$ 340	$ 340

RCP: Re-enforced concrete pipe (with rubber gaskets)
CIP: Cast-in-place concrete pipe

* Urbanized unit costs are guideline numbers only. Values may vary up or down depending on the individual situations regarding pavement replacement requirements and conflicts with utilities and other improvements.

Resolution No. 2019-06

MISCELLANEOUS

Basin Excavation	$ 4.80	$ 4.80
Channel Excavation	$ 11.80	$ 11.80
Pump Station	$ 83,239	$ 83,239

The above unit costs and lump sum costs for pipe, excavation, and pump stations have a twenty percent (20%) add-on to the construction costs to cover engineering design and contingencies.

TRANSPORTATION IMPACT FEES

		FY 25-26	FY 26-27
RESIDENTIAL	**UNIT**		
Single Family	Dwelling Unit	$ 7,717	$ 7,717
Multi-family	Dwelling Unit	$ 5,419	$ 5,419
Senior / Assisted	Dwelling Unit	$ 2,808	$ 2,808
COMMERCIAL			
General Retail			
(<125,000 sq. ft.)	1,000 sq. ft.	$ 19,049	$ 19,049
(>125,000 sq. ft.)	1,000 sq. ft.	$ 12,705	$ 12,705
Hotel / Motel	Per Room	$ 3,376	$ 3,376
Gasoline Service Station	*** the following fees are cumulative*		
1st - 4th	Per Position	$ 34,653	$ 34,653
5th - 8th	Per Position	$ 25,989	$ 25,989
9th - 12th	Per Position	$ 19,494	$ 19,494
13th - beyond	Per Position	$ 14,618	$ 14,618
Note: Infill commercial projects may be eligible for reduced fee, see Infill Credit Policy			
OFFICE			
General Office	Per 1,000 sq. ft.	$ 8,513	$ 8,513
Medical / Dental Office	Per 1,000 sq. ft.	$ 20,758	$ 20,758
Government Office	Per 1,000 sq. ft.	$ 36,735	$ 36,735
Note: Infill office projects may be eligible for reduced fee, see Infill Credit Policy			
INDUSTRIAL			
Industrial / Service Commercial	Per 1,000 sq. ft.	$ 2,659	$ 2,659
Warehouse / Distribution			
(0-20 KSF)	Per 1,000 sq. ft.	$ 2,428	$ 2,428
(20-100 KSF)	Per 1,000 sq. ft.	$ 1,800	$ 1,800
(100+ KSF)	Per 1,000 sq. ft.	$ 1,174	$ 1,174
Mini-Storage	Per 1,000 sq. ft.	$ 1,248	$ 1,248
INSTITUTIONAL			
School	Per 1,000 sq. ft.	$ 5,813	$ 5,813
Church	Per 1,000 sq. ft.	$ 4,377	$ 4,377

NOTE:
Prior Vested Tentative Maps and Projects with existing Reimbursement Agreements will continue to be assessed per Resolution 08-32.

Resolution No. 2019-06

INFILL CREDIT CRITERIA

A reduction in the amount of Transportation Impact Fees will be provided to all Commercial and Office Projects that meet the following criteria:

1. The project is in a location where the curb, gutter and sidewalk have been installed in the ultimate alignment.

2. The project is seventy-five percent surrounded by existing development that has been in place an average of fifteen years or more.

3. Any median islands that are planned on adjacent roadways have been installed.

4. The project was inside of the Visalia city limits prior to December 31, 1995.

Projects that meet the infill criteria:

1. Receive Transportation Impact Fee reductions not to exceed twenty-five percent of the base fee.

2. Are not eligible for reimbursements or credits for any street improvements or repairs that are required by the City as a project condition.

3. The City Manager or their designee is authorized to determine whether a project meets the infill criteria.

DOWNTOWN BUSINESS DISTRICT CREDIT

A reduction in the amount of Transportation Impact Fees will be provided to all Projects that meet the following criteria:

1. The District would be bordered on the north and south by Murray and Mineral King Avenues and on the east and west by Conyer Street and the Tipton Street alignment, respectively.

Projects that meet the infill criteria:

1. Receive Transportation Impact Fee reductions of twenty-five percent of the base fee.

2. This credit would be in addition to any "Infill Credit" given above.

CONNECTION FEES
TREATMENT PLANT CONNECTION CAPACITY CHARGES

		FY 25-26	FY 26-27
RESIDENTIAL			
Single family, Apartment, Mobile Home Park	Per Unit	$ 1,026.00	$ 1,026.00
COMMERCIAL			
Rest Home	Per Resident	$ 381.00	$ 381.00
Theater	Per Seat	$ 17.40	$ 17.40
Retail/Small Business	Per 1,000 sq. ft.	$ 72.00	$ 72.00
Office	Per 1,000 sq. ft.	$ 300.00	$ 300.00
Service Station	Each	$ 1,190.00	$ 1,190.00
Car Wash			
Self Service	Per Stall	$ 3,244.00	$ 3,244.00
Automatic	Each	$ 27,888.00	$ 27,888.00
Bakery	Each	$ 4,754.00	$ 4,754.00
Restaurant			
Fast Food	Each	$ 25,987.00	$ 25,987.00
Walk-up	Each	$ 7,732.00	$ 7,732.00
Family-type with bar	Per Seat	$ 379.00	$ 379.00
Family-type without bar	Per Seat	$ 355.00	$ 355.00
Grocery with Garbage Disposal & Fraternal Lodge with Kitchen			
	Per 1,000 sq. ft.	$ 339.00	$ 339.00
Laundromat			
Coin Operated	Per Machine	$ 174.00	$ 174.00
Dry Cleaner	Each	$ 1,923.00	$ 1,923.00
Hotel/Motel			
With dining facility	Per Room	$ 552.00	$ 552.00
Without dining facility	Per Room	$ 403.00	$ 403.00
INSTITUTIONAL			
Hospital	Per Bed	$ 649.00	$ 649.00
School			
Jr. and Sr. High School	Per Student	$ 72.00	$ 72.00
Elementary School	Per Student	$ 41.00	$ 41.00
Day Care	Per Student	$ 41.00	$ 41.00
Church			
With kitchen	Per Seat	$ 50.00	$ 50.00
Without kitchen	Per Seat	$ 16.00	$ 16.00
LIGHT INDUSTRY			
Light Industry	Per Employee, Per 8-hr shift	$ 55.00	$ 55.00
INDUSTRY			
Unit Cost x Average Day			
Peak Month Loadings (from Discharge Permit)			
Unit Costs:			
Flow	Per Gallon, Per Day, Plus	$ 2.90	$ 2.90
Biochemical Oxygen Demand	Per Gallon, Per Day, Plus	$ 358.70	$ 358.70
Suspended Solids	Per Pound, Per Day	$ 225.50	$ 225.50

Resolution No. 2019-06

CONNECTION FEES
TRUNK LINE CAPACITY CHARGE

		FY 25-26	FY 26-27
RESIDENTIAL			
Single-Family	Per Unit	$ 1,035.00	$ 1,035.00
Multi-Family	Per Unit	$ 583.00	$ 583.00
Mobile Home Park	Per Space	$ 649.00	$ 649.00
COMMERCIAL			
Car Wash			
Self Service	Per Stall	$ 1,600.00	$ 1,600.00
Automatic	Each	$ 25,612.00	$ 25,612.00
Tourist and Trailer Camp	Per Space	$ 160.00	$ 160.00
Theater	Per Seat	$ 7.50	$ 7.50
Hotel/Motel	Per Room	$ 96.00	$ 96.00
Retail/Small Business	Per 1,000 sq. ft.	$ 32.50	$ 32.50
Shopping Center	Per 1,000 sq. ft.	$ 20.20	$ 20.20
Office	Per 1,000 sq. ft.	$ 127.00	$ 127.00
Service Station	Each	$ 1,600.00	$ 1,600.00
Restaurant			
Fast Food	Each	$ 5,925.00	$ 5,925.00
Walk-up	Each	$ 1,761.00	$ 1,761.00
Family-Type without Bar	Per Seat	$ 79.00	$ 79.00
Family-Type with Bar	Per Seat	$ 85.00	$ 85.00
Laundromat	Per Machine	$ 79.00	$ 79.00
INSTITUTIONAL			
Hospital	Per Bed	$ 400.00	$ 400.00
School			
Jr. and Sr. High School	Per Student	$ 41.00	$ 41.00
Elementary School	Per Student	$ 20.20	$ 20.20
Church			
Church without Kitchen	Per Seat	$ 7.50	$ 7.50
Church with Kitchen	Per Seat	$ 9.90	$ 9.90
LIGHT INDUSTRY	Per 1,000 sq. ft.	$ 32.50	$ 32.50
INDUSTRY			
Outside Industrial Park	Per Gallon, Per Day (peak flow)	$ 1.26	$ 1.26
Inside Industrial Park	Per Gallon, Per Day (peak flow)	$ 1.26	$ 1.26

Enterprise Fees

AIRPORT

		FY 25-26	FY 26-27
Heavy Appliance Electricity Surcharge	Per Month	$ 48.00	$ 50.00
Overnight parking - Single	Per Night	$ 10.00	$ 10.00
Overnight parking – Twin	Per Night	$ 12.00	$ 15.00
Overnight parking - Jet	Per Night	$ 30.00	$ 30.00
Landing fee (Commercial only) Max. gross landing weight	Per 1,000 lbs.	$ 0.85	$ 0.85
Fuel Flowage/Tank Owner Customers	Per Gallon	$ 0.10	$ 0.10
Fuel Flowage/Commercial Customers	Per Gallon	$ 0.05	$ 0.05
Bulk Fuel Price Below Truck Price	Per Gallon	$ 0.40	$ 0.40
Into-Plane Rate	Per Gallon	$ 1.25	$ 1.25
Into-Plane Rate/EPIC Contract Fuel	Per Gallon	$ 1.15	$ 1.15
Commercial Operator's Permit	Per Month	$ 140.00	$ 145.00
Battery starts	Per Start	$ 10.00	$ 10.00
West side ramp	Per Half Day	$ 123.00	$ 127.00
West side ramp	Per Day	$ 223.00	$ 230.00
Conference room rental	Per Hour	$ 37.00	$ 38.00
Conference room rental	Per Half Day	$ 115.00	$ 119.00
Conference room rental	Per Day	$ 202.00	$ 209.00
Gate card replacement fee	Per Key	$ 25.00	$ 25.00
Hangar waiting list deposit	Per Space	$ 500.00	$ 500.00
Airport Sewer Connection Fee	Per Service	$ 13,500.00	$ 13,500.00

The airport has the following types of agreements: hangar, tiedown, land, and facilities. The hangar and tiedown agreements have specific rental rate adjustments, based on the CPI, which were approved by Council in April 1993 and again in June 1994.

ANIMAL SERVICES

			FY 25-26	FY 26-27
City of Visalia License Fees				
Dogs	Altered Dog	1 Year License	$ 19.00	$ 19.60
		2 Year License	$ 29.00	$ 29.90
		3 Year License	$ 44.00	$ 45.40
	Unaltered Dog	1 Year License	$ 90.00	$ 92.80
		2 Year License	$ 144.00	$ 148.40
		3 Year License	$ 217.00	$ 223.70
Cats	Altered Cat	1 Year License	$ 9.00	$ 9.30
		2 Year License	$ 13.00	$ 13.40
		3 Year License	$ 20.00	$ 20.60
	Unaltered Cat	1 Year License	$ 29.00	$ 29.90
		2 Year License	$ 45.00	$ 46.40
		3 Year License	$ 69.00	$ 71.10
	Replacement Tag		$ 7.00	$ 7.20
	Kennel Permit	Maximum of 10 animals	$ 103.00	$ 106.20
	Breeders Permit	Maximum of 2 litters per year	$ 328.00	$ 338.00
	Late Penalty Fee	Late license for dogs & cats	$ 25.00	$ 25.80
	Late Penalty Fee	No license for dogs & cats	$ 25.00	$ 25.80
Animal Control Fees				
Vicious Hearing			Actual Cost	Actual Cost
Owner Request Pick Up			$ 72.00	$ 74.20
1st Return to Owner of Animal Licensed with COV			No Charge	No Charge
Return to Owner - All Other			$ 71.00	$ 73.20
Emergency After Hours Pick Up			$ 200.00	$ 206.20
Chemical Immobilization			$ 65.00	$ 67.00
Lab Services (Rabies)			$ 127.00	$ 130.90
Excessive Unfounded Complaints			Actual Cost	Actual Cost
Trap Rental Deposit			$ 60.00	$ 61.90
Weekly Trap Rental Fee			$ 15.00	$ 15.50
Cat Spay and Neuter - Program fee			$ 10.00	$ 10.30
All Other Spay/Neuter			Actual Cost	Actual Cost
Illegal Breeding Fee - Per Litter without a Permit			$ 1,000.00	$ 1,030.90
Illegal Breeding Fee - Permitted Breeder-more than 2 litters			$ 1,000.00	$ 1,030.90

ANIMAL SERVICES (cont.)

	FY 25-26	FY 26-27
Shelter Related Fees		
1st Impound	$ 38.00	$ 39.20
2nd Impound	$ 65.00	$ 67.00
3rd Impound	$ 110.00	$ 113.40
1st Impound - Civil Penalty	$ 35.00	$ 35.00
2nd Impound - Civil Penalty	$ 50.00	$ 50.00
3rd Impound - Civil Penalty	$ 100.00	$ 100.00
Daily Boarding Fee	$ 20.00	$ 20.60
Kennel Quarantine Fee	$ 140.00	$ 144.30
Owner Surrender Fee	$ 79.00	$ 81.40
Litter Surrender - weened < 3months (1-3 animals)	$ 79.00	$ 81.40
Litter Surrender - weened < 3months (4+, each additonal)	$ 20.00	$ 20.60
Euthanasia Fee	$ 73.00	$ 75.30
Cremation Fee	$ 100.00	$ 103.10
DOA Disposal Fee	$ 61.00	$ 62.90
Miscellaneous		
Rabies Vaccination	$ 18.00	$ 18.60
DHPP/FVRCP Vaccination	$ 18.00	$ 18.60
Bordatella Vaccination	$ 18.00	$ 18.60
Microchip Fee	$ 26.00	$ 26.80
E Collar Fee	$ 10.00	$ 10.30
Engraved Dog Tag	$ 8.00	$ 8.20
Adoptions		
Male Dog	$ 155.00	$ 159.80
Female Dog	$ 166.00	$ 171.10
Male Cat	$ 83.00	$ 85.60
Female Cat	$ 94.00	$ 96.90
Rabbit/Large Reptile	$ 15.00	$ 15.50
Guinea pig	$ 10.00	$ 10.30
Small Mammal/Reptile	$ 5.00	$ 5.20
Bird	$ 10.00	$ 10.30
Livestock	$ 100.00	$ 103.10

BUILDING PERMIT FEES
RESIDENTIAL

		Plan Check Fee FY 25-26	Plan Check Fee FY 26-27	Fire Plan Check Fee FY 25-26	Fire Plan Check Fee FY 26-27	Inspection Fee FY 25-26	Inspection Fee FY 26-27	Total Fee FY 25-26	Total Fee FY 26-27
RESIDENTIAL MASTER PLANS									
The following fees are cumulative and included in the permit: plumbing, mechanical, electrical and fire sprinkler. Note solar is required at time of submittal and fees will be assessed accordingly.									
Master Plans = Single Family / Multi-Family / ADU (Accessory Dwelling Units)									
0 to 1,750 sq. ft.	Per Sq. Ft.	$ 0.59	$ 0.59	$ 0.10	$ 0.10	$ -	$ -	$ 0.69	$ 0.69
1,751 sq. ft. and over	Per Sq. Ft.	$ 0.48	$ 0.48	$ 0.06	$ 0.06	$ -	$ -	$ 0.54	$ 0.54
Reversed Plans - 50% of the above fees									
NEW RESIDENTIAL									
The following fees are cumulative and included in the permit: plumbing, mechanical, electrical and fire sprinkler. Note solar is required at time of submittal and fees will be assessed accordingly.									
Tract / Production Dwelling / ADU (Accessory Dwelling Units)									
0 to 1,750 sq. ft.	Per Sq. Ft.	$ 0.12	$ 0.12	$ -		$ 1.06	$ 1.06	$ 1.18	$ 1.18
1,751 sq. ft. and over	Per Sq. Ft.	$ 0.12	$ 0.12	$ -		$ 0.79	$ 0.79	$ 0.91	$ 0.91
Custom Dwelling / ADU (Accessory Dwelling Units)	Per Sq. Ft.	$ 0.69	$ 0.69	$ 0.10	$ 0.10	$ 1.29	$ 1.29	$ 2.08	$ 2.08
TEMPORARY SALES OFFICE / MODEL HOME / SALES TRAILER / CONSTRUCTION TRAILER									
Minimum fee required	Each	$ 60.80	$ 60.80	$ -		$ 157.00	$ 157.00	$ 217.80	$ 217.80
	Per Sq. Ft.	$ 0.69	$ 0.69	$ -		$ 1.07	$ 1.07	$ 1.76	$ 1.76
RESIDENTIAL REMODEL, ADDITIONS, GAME ROOMS & POOL HOUSES									
The following fees are cumulative and included in the permit: plumbing, mechanical and electrical									
Minimum fee required	Each	$ 121.60	$ 121.60	$ -		$ 157.00	$ 157.00	$ 278.60	$ 278.60
0 to 500 sq. ft.	Per Sq. Ft.	$ 0.59	$ 0.59	$ -		$ 1.29	$ 1.29	$ 1.88	$ 1.88
501 and over	Per Sq. Ft.	$ 0.32	$ 0.32	$ -		$ 0.64	$ 0.64	$ 0.96	$ 0.96
NEW PATIO COVERS, CARPORTS & MISC. RESIDENTIAL STRUCTURES									
Garage or Detached Building or Storage	Per Sq. Ft.	$ 0.31	$ 0.31	$ -		$ 0.76	$ 0.76	$ 1.07	$ 1.07
Wood Patio or Carport or Raised Decks or Balconies	Each	$ 30.20	$ 30.20	$ -		$ 313.90	$ 313.90	$ 344.10	$ 344.10
Manufactured Aluminum Carport or Patio	Each	$ 30.20	$ 30.20	$ -		$ 157.00	$ 157.00	$ 187.20	$ 187.20
SWIMMING POOLS & SPAS									
The following fees are included in the permit: plumbing, mechanical and electrical									
Swimming pool & Spa	Each	$ 151.90	$ 151.90	$ -		313.9	313.9	$ 465.80	$ 465.80
Swimming pool & Spa with heater or gas line	Each	$ 151.90	$ 151.90	$ -		$ 423.60	$ 423.60	$ 575.50	$ 575.50
Above-ground pool	Each	$ 60.80	$ 60.80	$ -		$ 78.40	$ 78.40	$ 139.20	$ 139.20
RE-ROOFING									
Residential									
Simple roof overlay	Each	$ -	$ -	$ -		$ 120.69	$ 120.69	$ 120.69	$ 120.69
Re-roof with sheathing	Each	$ -	$ -	$ -		$ 159.94	$ 159.94	$ 159.94	$ 159.94
Structural with calculations	Each	$ 60.80	$ 60.80	$ -		$ 159.94	$ 159.94	$ 220.74	$ 220.74
Commercial / Multi-Family									
Simple roof overlay up to 7,500 sq. ft.	Each	$ -	$ -	$ -		156.92	156.92	$ 156.92	$ 156.92
Simple roof overlay 7,501 to 15,000 sq. ft.	Each	$ -	$ -	$ -		$ 313.81	$ 313.81	$ 313.81	$ 313.81
Simple roof overlay 15,001 to 150,000 sq. ft.	Each	$ -	$ -	$ -		$ 470.72	$ 470.72	$ 470.72	$ 470.72
Re-roof with sheathing up to 7,500 sq. ft.	Each	$ -	$ -	$ -		$ 313.81	$ 313.81	$ 313.81	$ 313.81
Re-roof with sheathing 7,501 to 15,000 sq. ft.	Each	$ -	$ -	$ -		$ 470.72	$ 470.72	$ 470.72	$ 470.72
Re-roof with sheathing 15,001 to 150,000 sq. ft.	Each	$ -	$ -	$ -		$ 706.00	$ 706.00	$ 706.00	$ 706.00
Structural with calculations up to 15,000 sq. ft.	Each	$ 60.80	$ 60.80	$ -		$ 470.72	$ 470.72	$ 531.52	$ 531.52
Structural with calculations 15,001 to 150,000 sq. ft.	Each	$ 121.60	$ 121.60	$ -		$ 706.00	$ 706.00	$ 827.60	$ 827.60
RELOCATION / MOVING OF BUILDING									
Application for permit	Each	$ -	$ -	$ -		$ 418.44	$ 418.44	$ 418.44	$ 418.44
Residential or Commercial permit	Per Sq. Ft.	$ 0.30	$ 0.30	$ 0.10	$ 0.10	$ 0.93	$ 0.93	$ 1.33	$ 1.33

BUILDING PERMIT FEES (cont.)
COMMERCIAL

		Plan Check Fee		Fire Plan Check Fee		Inspection Fee		Total Fee	
		FY 25-26	FY 26-27	FY 25-26	FY 26-27	FY 25-26	FY 26-27	FY 25-26	FY 26-27
NEW MULTI-FAMILY									
The following fees are cumulative and included in the permit: electrical, mechanical, and plumbing. Note solar is required at time of submittal and fees will be assessed accordingly.									
Production Dwellings									
Duplex	Per Sq. Ft.	$ 0.12	$ 0.12	$ -	$ -	$ 1.06	$ 1.06	$ 1.18	$ 1.18
Triplex/ Fourplex	Per Sq. Ft.	$ 0.08	$ 0.08	$ -	$ -	$ 1.29	$ 1.29	$ 1.37	$ 1.37
Apartments / Mobile Home - 0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.06	$ 0.06	$ -	$ -	$ 0.77	$ 0.77	$ 0.83	$ 0.83
Apartments / Mobile Home - 5,001 and over	Per Sq. Ft.	$ 0.04	$ 0.04	$ -	$ -	$ 0.59	$ 0.59	$ 0.63	$ 0.63
Non-Production Dwellings									
Duplex / Triplex / Fourplex	Per Sq. Ft.	$ 0.69	$ 0.69	$ 0.10	$ 0.10	$ 1.29	$ 1.29	$ 2.08	$ 2.08
Apartments / Mobile Home - 0 to 5,000 sq. ft	Per Sq. Ft.	$ 0.59	$ 0.59	$ 0.10	$ 0.10	$ 0.77	$ 0.77	$ 1.46	$ 1.46
Apartments / Mobile Home - 5,001 and over	Per Sq. Ft.	$ 0.48	$ 0.48	$ 0.08	$ 0.08	$ 0.59	$ 0.59	$ 1.15	$ 1.15
The fees listed above are cumulative									
NEW COMMERCIAL - Shell (includes corporate airport hangar)									
The following fees are cumulative and included in the permit: electrical, mechanical, and plumbing. Note solar is required at time of submittal and fees will be assessed accordingly.									
Minimum fee required	Each	$ 121.54	$ 121.54	$ -	$ -	$ 157.00	$ 157.00	$ 278.54	$ 278.54
0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.39	$ 0.39	$ 0.10	$ 0.10	$ 0.53	$ 0.53	$ 1.02	$ 1.02
5,001 to 10,000 sq. ft.	Per Sq. Ft.	$ 0.21	$ 0.21	$ 0.08	$ 0.08	$ 0.30	$ 0.30	$ 0.59	$ 0.59
10,001 to 50,000 sq. ft.	Per Sq. Ft.	$ 0.12	$ 0.12	$ 0.06	$ 0.06	$ 0.20	$ 0.20	$ 0.38	$ 0.38
50,001 to 100,000 sq. ft.	Per Sq. Ft.	$ 0.10	$ 0.10	$ 0.04	$ 0.04	$ 0.12	$ 0.12	$ 0.26	$ 0.26
Over 100,001 sq. ft.	Per Sq. Ft.	$ 0.03	$ 0.03	$ 0.02	$ 0.02	$ 0.05	$ 0.05	$ 0.10	$ 0.10
NEW COMMERCIAL - Shell with Interior Improvements (includes Hotels/Motels/Assisted Living)									
The following fees are cumulative and included in the permit: electrical, mechanical, and plumbing. Note solar is required at time of submittal and fees will be assessed accordingly.									
Minimum fee required	Each	$ 121.54	$ 121.54	$ -	$ -	$ 157.00	$ 157.00	$ 278.54	$ 278.54
0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.57	$ 0.57	$ 0.10	$ 0.10	$ 0.89	$ 0.89	$ 1.56	$ 1.56
5,001 to 10,000 sq. ft.	Per Sq. Ft.	$ 0.39	$ 0.39	$ 0.08	$ 0.08	$ 0.56	$ 0.56	$ 1.03	$ 1.03
10,001 to 50,000 sq. ft.	Per Sq. Ft.	$ 0.20	$ 0.20	$ 0.06	$ 0.06	$ 0.29	$ 0.29	$ 0.55	$ 0.55
50,001 to 100,000 sq. ft.	Per Sq. Ft.	$ 0.14	$ 0.14	$ 0.04	$ 0.04	$ 0.20	$ 0.20	$ 0.38	$ 0.38
Over 100,001 sq. ft.	Per Sq. Ft.	$ 0.07	$ 0.07	$ 0.02	$ 0.02	$ 0.09	$ 0.09	$ 0.18	$ 0.18
COMMERCIAL ALTERATIONS/TENANT IMPROVEMENTS									
The following fees are cumulative and included in the permit: plumbing, mechanical and electrical									
0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.39	$ 0.39	$ 0.10	$ 0.10	$ 0.65	$ 0.65	$ 1.14	$ 1.14
5,001 to 10,000 sq. ft.	Per Sq. Ft.	$ 0.18	$ 0.18	$ 0.08	$ 0.08	$ 0.31	$ 0.31	$ 0.57	$ 0.57
10,001 to 50,000 sq. ft.	Per Sq. Ft.	$ 0.05	$ 0.05	$ 0.06	$ 0.06	$ 0.10	$ 0.10	$ 0.21	$ 0.21
50,001 to 100,000 sq. ft.	Per Sq. Ft.	$ 0.04	$ 0.04	$ 0.04	$ 0.04	$ 0.10	$ 0.10	$ 0.18	$ 0.18
Over 100,001 sq. ft.	Per Sq. Ft.	$ 0.04	$ 0.04	$ 0.02	$ 0.02	$ 0.05	$ 0.05	$ 0.11	$ 0.11
RACKING SYSTEMS									
The following fees are cumulative									
0 to 5,000 sq. ft.	Per Sq. Ft.	$ 0.12	$ 0.12	$ 0.10	$ 0.10	$ 0.20	$ 0.20	$ 0.42	$ 0.42
5,001 to 10,000 sq. ft.	Per Sq. Ft.	$ 0.10	$ 0.10	$ 0.08	$ 0.08	$ 0.11	$ 0.11	$ 0.29	$ 0.29
10,001 to 50,000 sq. ft.	Per Sq. Ft.	$ 0.08	$ 0.08	$ 0.06	$ 0.06	$ 0.09	$ 0.09	$ 0.23	$ 0.23
50,001 to 100,000 sq. ft.	Per Sq. Ft.	$ 0.06	$ 0.06	$ 0.04	$ 0.04	$ 0.07	$ 0.07	$ 0.17	$ 0.17
Over 100,001 sq. ft.	Per Sq. Ft.	$ 0.04	$ 0.04	$ 0.02	$ 0.02	$ 0.05	$ 0.05	$ 0.11	$ 0.11
NEW MISCELLANEOUS ACCESSORY COMMERCIAL/INDUSTRIAL STRUCTURES/TRASH ENCLOSURES/CARPORTS									
Minimum fees required	Each	$ 60.78	$ 60.78	$ -	$ -	$ 156.92	$ 156.92	$ 217.70	$ 217.70
	Per Sq. Ft.	$ 0.51	$ 0.51	$ -	$ -	$ 0.93	$ 0.93	$ 1.44	$ 1.44
Includes Com.Coach - permanent or temporary									
FIRE & HOOD SUPPRESSION/ALARM SYSTEM/DETECTION SYSTEM									
The following fees are cumulative									
New Sprinkler Systems	Minimum	$ -	$ -	$ 121.60	$ 121.60	$ 157.00	$ 157.00	$ 278.60	$ 278.60
0 to 10,000 sq. ft.	Per Sq. Ft.	$ -	$ -	$ 0.04	$ 0.04	$ 0.06	$ 0.06	$ 0.10	$ 0.10
10,001 to 100,000 sq. ft.	Per Sq. Ft.	$ -	$ -	$ 0.02	$ 0.02	$ 0.04	$ 0.04	$ 0.06	$ 0.06
Over 100,001 sq. ft	Per Sq. Ft.	$ -	$ -	$ 0.01	$ 0.01	$ 0.02	$ 0.02	$ 0.03	$ 0.03
Sprinkler System Expansion sprinkler drops; adding a branch or main	Per Hour	$ -	$ -	$ 121.60	$ 121.60	$ 157.00	$ 157.00	$ 278.60	$ 278.60
Hood Suppression Systems, Fire Alarms, Fire Service Main Systems	Per Hour (One Hour Minimum)			$ 121.60	$ 121.60	$ 157.00	$ 157.00	$ 278.60	$ 278.60

BUILDING PERMIT FEES (cont.)
ELECTRICAL

		Plan Check Fee FY 25-26	Plan Check Fee FY 26-27	Inspection Fee FY 25-26	Inspection Fee FY 26-27	Total Fee FY 25-26	Total Fee FY 26-27
Plan Check fee - 55% of the inspection fee (when applicable)							
Photovoltaic System - set by Assembly Bill AS1414							
Residential 1- 15 kilowatts	Each	$ 150.00	$ 150.00	$ 300.00	$ 300.00	$ 450.00	$ 450.00
Residential for each kilowatt above 15 kw	Per Kilowatt			$ 15.00	$ 15.00	$ 15.00	$ 15.00
Residential 1- 15 kilowatts using SolarApp+ - per Senate Bill SB379	Each	$ 75.00	$ 75.00	$ 300.00	$ 300.00	$ 375.00	$ 375.00
Residential for each kilowatt above 15 kw	Per Kilowatt			$ 15.00	$ 15.00	$ 15.00	$ 15.00
Commercial 1- 50 kilowatts	Each	$ 400.00	$ 400.00	$ 600.00	$ 600.00	$1,000.00	$1,000.00
Commercial for each kilowatt between 51kw and 250kw	Per Kilowatt			$ 7.00	$ 7.00	$ 7.00	$ 7.00
Commercial for each kilowatt above 250 kw	Per Kilowatt			$ 5.00	$ 5.00	$ 5.00	$ 5.00
Temporary Electrical							
Temporary Power Service	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Temporary Distribution System or Temporary Lighting	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Sales Lots (Christmas tree, pumpkin, etc.)	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Circus and Carnivals	Each	$ -	$ -	$ 235.40	$ 235.40	$ 235.40	$ 235.40
Power Wall Systems (aka battery storage)							
Residential	Each Dwelling	$ 86.35	$ 86.35	$ 157.00	$ 157.00	$ 243.35	$ 243.35
Commercial - including 1 to 2		$ 121.00	$ 121.00	$ 157.00	$ 157.00	$ 278.00	$ 278.00
Commercial - including 3 to 6		$ 181.50	$ 181.50	$ 314.00	$ 314.00	$ 495.50	$ 495.50
EV Charger Systems							
Residential	Each Dwelling	$ 61.00	$ 61.00	$ 157.00	$ 157.00	$ 218.00	$ 218.00
Commercial - including 1 to 2 chargers		$ 121.00	$ 121.00	$ 157.00	$ 157.00	$ 278.00	$ 278.00
Commercial - including 3 to 6 chargers		$ 242.00	$ 242.00	$ 314.00	$ 314.00	$ 556.00	$ 556.00
Commercial - Each charger greater than 6 chargers	Per Charger	$ 61.00	$ 61.00	$ 78.00	$ 78.00	$ 139.00	$ 139.00
Receptacle, Switch, and Light Outlets							
Residential first 20 fixtures	Each	$ -	$ -	$ 78.40	$ 78.40	$ 78.40	$ 78.40
Residential over 20 fixtures - each additional fixture	Each	$ -	$ -	$ 1.60	$ 1.60	$ 1.60	$ 1.60
Commercial first 20 fixtures	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Commercial over 20 fixtures - each additional fixture	Each	$ -	$ -	$ 6.30	$ 6.30	$ 6.30	$ 6.30
Pole or platform-mounted lighting fixtures	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Non-illuminated monument / pole / wall	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Electrical Equipment							
Residential Appliances	Each	$ -	$ -	$ 78.40	$ 78.40	$ 78.40	$ 78.40
Not exceeding one horsepower (HP) (746W) in each rating. Fixed appliances or receptacle outlets, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; console or through-wall air conditioners; space heaters, dishwashers, washing machines; water heaters; clothes dryers, or other motor-operated appliances. For other types; see Power Apparatus.							
Non-Residential Appliances	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Not exceeding one horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA) in each rating. Nonresidential appliances and self-contained factory-wired including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines or similar types of equipment. For other types; see Power Apparatus.							
Power Apparatus	Each	$ -	$ -	$ 313.90	$ 313.90	$ 313.90	$ 313.90
Up to and including one unit. Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus.							
Two to Ten units	Each	$ -	$ -	$ 78.40	$ 78.40	$ 78.40	$ 78.40
Eleven to Fifty units	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Fifty-one to One Hundred units	Each	$ -	$ -	$ 235.40	$ 235.40	$ 235.40	$ 235.40
Over One Hundred units	Each	$ -	$ -	$ 392.20	$ 392.20	$ 392.20	$ 392.20
*Note: For equipment or appliances listed above which have more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.							
Busways							
100 feet or fraction thereof	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Lighting fixtures, motors, or other appliances that are connected to trolley and plug in busways	Each	$ -	$ -	$ 78.40	$ 78.40	$ 78.40	$ 78.40
Electrical Services							
600 volts or less and not over 400 amperes	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
600 volts or less and over 400 to 1,000 amperes	Each	$ -	$ -	$ 313.90	$ 313.90	$ 313.90	$ 313.90
Over 600 volts or over 1,000 amperes	Each	$ -	$ -	$ 313.90	$ 313.90	$ 313.90	$ 313.90
Miscellaneous Electrical							
For electrical apparatus, conduits, conductors and generators for a which a permit is required but for which no fee is herein set forth.	Per Hour	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Re-Instatement of Electrical Meter	Each	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00

BUILDING PERMIT FEES (cont.)
MECHANICAL

		Inspection Fee FY 25-26	Inspection Fee FY 26-27
Plan Check fee - 55% of the inspection fee (when applicable)			
Furnaces and A/C Units			
Replacement of a forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance.			
Up to and including 100,000 BTU's	Each	$ 157.00	$ 157.00
Over 100,000 BTU's	Each	$ 235.40	$ 235.40
Install or Replace Wall Heater	Each	$ 157.00	$ 157.00
Repair of Floor or Wall Heater	Each	$ 78.40	$ 78.40
Appliance and Vents			
Relocation or Replacement of gas appliance	Each	$ 78.40	$ 78.40
Relocation or Replacement of an appliance vent	Each	$ 78.40	$ 78.40
Exhaust Ventilation			
Replacement of Residential Hoods and Ventilation Fans	Each	$ 78.40	$ 78.40
Boilers, Compressors and Absorption Systems			
Replace of each boiler or compressor to and including 3 horsepower (10.6kw)	Each	$ 157.00	$ 157.00
Replace of each absorption system to and including 100,000 BTU's	Each	$ 157.00	$ 157.00
Replace of each boiler or compressor to and including 15 horsepower (52.7kW)	Each	$ 235.40	$ 235.40
Replace of each absorption system over 100,000 BTU's and up to 500,000 BTU's	Each	$ 235.40	$ 235.40
Repairs or Additions			
Repair or alternation to a heating appliance, refrigeration unit, cooling unit or absorption unit	Each	$ 78.40	$ 78.40
Air Handlers			
For each air-handling unit, including ducts attached thereof	Each	$ 157.00	$ 157.00
Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere.			
For each air-handling unit, including ducts attached thereof over 2,000 cfm	Each	$ 235.40	$ 235.40
Evaporative Coolers			
Other than a portable type ventilation and exhaust	Each	$ 78.40	$ 78.40
Incinerators			
Relocation or Replace of a domestic type	Each	$ 78.40	$ 78.40
Relocation or Replace of a commercial or industrial-type incinerator	Each	$ 157.00	$ 157.00
Miscellaneous Mechanical			
For mechanical for a which a permit is required but for which no fee is herein set forth.	Per Hour	$ 157.00	$ 157.00

BUILDING PERMIT FEES (cont.)
PLUMBING

		Inspection Fee FY 25-26	Inspection Fee FY 26-27
Plan Check fee - 55% of the inspection fee (when applicable)			
Fixtures and Vents			
For each fixture or trap or set of fixtures on 1 to 4 traps minimum (including water, drainage piping and backflow protection thereof)	Each	$ 78.40	$ 78.40
For repair or alteration of drainage or vent piping; each fixture	Each	$ 78.40	$ 78.40
Water Heaters and Special Appliances			
Replacement of Water Heater or Special Appliances	Each	$ 78.40	$ 78.40
Replacement of Water Heater with new gas piping	Each	$ 157.00	$ 157.00
Gas Piping Systems			
One to Five Outlets	Each	$ 78.40	$ 78.40
Over Five Outlets; each	Each	$ 47.10	$ 47.10
Lawn Sprinklers			
For each lawn sprinkler system on any one meter	Each	$ 157.00	$ 157.00
Additional meters for new system listed above	Each	$ 78.40	$ 78.40
Repair of existing system	Each	$ 78.40	$ 78.40
Protection Devices			
Backflow Preventer or Vacuum Breakers ; one to five devices	Each	$ 157.00	$ 157.00
Backflow Preventer or Vacuum Breakers over five devices; each	Each	$ 78.30	$ 78.30
Atmospheric type vacuum breakers over 2 inches	Each	$ 78.40	$ 78.40
Wells			
Installation of a New Well	Each	$ 470.70	$ 470.70
Demolition of a Well	Each	$ 314.00	$ 314.00
Monitoring Well / Demolition of Monitoring Well	Each	$ 157.00	$ 157.00
Miscellaneous Plumbing			
For plumbing for a which a permit is required but for which no fee is herein set forth.	Per Hour	$ 157.00	$ 157.00
Re-Instatement of Gas Meter	Each	$ 157.00	$ 157.00
SEWERS, DISPOSAL SYSTEMS AND INTERCEPTORS			
New Septic Tank & Disposal System (included in fees is a plan check fee of $121.60)	Each	$ 435.30	$ 435.30
Replacement of Building Sewer	Each	$ 78.40	$ 78.40
Replacement or Repair of building private sewer system	Each	$ 313.90	$ 313.90
Replacement or Repair of a industrial waste interceptor; such as carwash or service station	Each	$ 157.00	$ 157.00
Replacement or Repair of a kitchen-type interceptor	Each	$ 157.00	$ 157.00
Rain Water Systems per drain inside building	Each	$ 78.40	$ 78.40
OTHER FEES			
* At the discretion of the Bldg. Official, fee rates may be adjusted, when special circumstances are found to exist, to reflect the actual cost of service			
Address Change	Each	$ 243.00	$ 243.00
Application for Use of Alternate Materials and Methods in Construction	Each	$ 486.00	$ 486.00
Building Appeals Board Application	Each	$ 607.70	$ 607.70
Duplicate Inspection Card	Each	$ 5.90	$ 5.90
Renewal of Expired Permit	Each	$ 30.70	$ 30.70
Special Inspections or Temporary Utilities	Each	$ 313.90	$ 313.90
Demolition Permit Deposit - refunded after final approval	Each	$ 2,000.00	$ 2,000.00
Temporary Certificate of Occupancy	Each	$ 313.90	$ 313.90
Work without Permit	Each	2x Permit Fee	2x Permit Fee

BUILDING PERMIT FEES (cont.)

		Plan Check Fee FY 25-26	Plan Check Fee FY 26-27	Inspection Fee FY 25-26	Inspection Fee FY 26-27	Total Fee FY 25-26	Total Fee FY 26-27
DEMOLITION							
When not included as part of a tenant improvement							
All demolition permits require a $2,000 deposit except Pool Demo. Deposits are refunded after final approval							
Demolition	Each - when appli	$ 121.60	$ 121.60	$ 157.00	$ 157.00	$ 278.60	$ 278.60
FENCE / MASONRY / RETAINING WALLS							
Wood Fence	Required - No Charge Per Municipal Code			$ -	$ -	$ -	$ -
Masonry or Retaining Walls							
0 to 50 linear ft. and over 4 ft. tall	Each	$ 60.80	$ 60.80	$ 157.00	$ 157.00	$ 217.80	$ 217.80
over 50 linear ft. and over 4 ft. tall - each add'l 50 ft.	Each	$ 12.20	$ 12.20	$ 78.40	$ 78.40	$ 90.60	$ 90.60
AWNINGS							
Awnings	Each	$ 30.20	$ 30.20	$ 78.40	$ 78.40	$ 108.60	$ 108.60
SIGNS							
Reface or Repaint	Each	$ 30.20	$ 30.20	$ 48.20	$ 48.20	$ 78.40	$ 78.40
Non-illuminated monument / pole / wall	Each	$ 30.20	$ 30.20	$ 157.00	$ 157.00	$ 187.20	$ 187.20
each additional branch circuit (for existing signs only)	Each	$ -	$ -	$ 78.50	$ 78.50	$ 78.50	$ 78.50
Illuminated monument / pole / wall	Each	$ 30.20	$ 30.20	$ 235.40	$ 235.40	$ 265.60	$ 265.60
each additional branch circuit	Each	$ -	$ -	$ 117.70	$ 117.70	$ 117.70	$ 117.70
OTHER PLAN CHECK FEES							
Plan Check Reviews in excess of submittal and two re-check reviews	Each	$ 364.60	$ 364.60	$ -		$ 364.60	$ 364.60
Approving Lost Plans	Each	$ 121.60	$ 121.60	$ -		$ 121.60	$ 121.60
Lost Truss Calculations or Energy Calculations	Each	$ 121.60	$ 121.60	$ -		$ 121.60	$ 121.60
Changes or Deviation from Approved Plans	Per Hour	$ 121.60	$ 121.60	$ -		$ 121.60	$ 121.60
Expedited Plan Check Fee*	Of Original Fee	150%	150%	N/A		150%	
*Availability dependent upon staffing resources							
OTHER INSPECTION FEES							
Changes or Deviation from Issued Permit	Per Hour	$ -	$ -	$ 157.00	$ 157.00	$ 157.00	$ 157.00
Re-Inspection fee	Each	$ -	$ -	$ 209.20	$ 209.20	$ 209.20	$ 209.20
Code Compliance: First Time Home Buyer or Residential Inspection	Each	$ -	$ -	$ 209.20	$ 209.20	$ 209.20	$ 209.20
Damage Report	Each	$ -	$ -	$ 209.20	$ 209.20	$ 209.20	$ 209.20
Expedited Overtime Inspection Fee (two (2) hr minimum)*	Per Hour	$ -	$ -	$ 123.70	$ 125.00	$ 123.70	$ 125.00
*Availability dependent upon staffing resources							
STRONG MOTION TABLE as set by State							
Residential (3 stories or less)	Per $1,000 Valuation			$ 0.13	$ 0.13	$ 0.13	$ 0.13
Commercial and All Other Building Construction	Per $1,000 Valuation			$ 0.28	$ 0.28	$ 0.28	$ 0.28
CA BLDG STANDARDS ADMIN FEE (CBSC Fee) as set by State	Per $25,000 Valuation or Fraction Thereof			$ 1.00	$ 1.00	$ 1.00	$ 1.00

PLAN CHECK FEES ARE DUE AT TIME OF PLAN SUBMITTAL

ELEVATOR PERMIT FEES

NEW INSTALLATIONS

Includes dumbwaiter or private residence elevators and multi-story residential buildings not serving more than two (2) units and not accessible to the public.

	FY 25-26	FY 26-27
Up to and including $10,000.00 of valuation	$ 22.00	$ 22.00
Over $10,000 of valuation*	$ 22.00	$ 22.00

* plus $1.50 for each $1,000.00 or fraction thereof over $10,000.00

CONSTRUCTION & DEMOLITION PERMIT FEES

	FY 25-26	FY 26-27
NEW RESIDENTIAL		
Tract Single Family Dwelling	$155.86	$160.67
Custom Single Family Dwelling	$259.87	$267.90
Multi-Family Dwelling	$134.89	$139.05
RESIDENTIAL RENOVATION / REMODEL		
ALL Bathroom/Kitchen remodel/renovations	$155.86	$160.67
Renovation/remodel/addition ≥ 500 sq. ft. and/or $20,000	$155.86	$160.67
Fences, carports, patio covers & misc. residential structures (add-ons)	$155.86	$160.67
DEMOLITION		
Demolition ≥ 500 sq. ft.	$520.08	$536.15
COMMERCIAL		
NEW WITH IMPROVEMENTS		
1,000 to 5,000 sq. ft.	$311.88	$321.52
5,001 to 10,000 sq. ft.	$520.08	$536.15
10,001 to 50,000 sq. ft.	$727.95	$750.44
50,001 to 100,000 sq. ft.	$935.98	$964.90
Over 100,001 sq. ft.	$1,144.02	$1,179.37
NEW WITHOUT IMPROVEMENTS		
1,000 to 5,000 sq. ft.	$311.88	$321.52
5,001 to 10,000 sq. ft.	$520.08	$536.15
10,001 to 50,000 sq. ft.	$727.95	$750.44
50,001 to 100,000 sq. ft.	$935.98	$964.90
Over 100,001 sq. ft.	$1,144.02	$1,179.37
TENANT IMPROVEMENTS		
1,000 to 5,000 sq. ft.	$311.88	$321.52
5,001 to 10,000 sq. ft.	$520.08	$536.15
10,001 to 50,000 sq. ft.	$727.95	$750.44
50,001 to 100,000 sq. ft.	$935.98	$964.90
Over 100,001 sq. ft.	$1,144.02	$1,179.37

CONVENTION CENTER

To establish a more client friendly rate schedule, the Convention Center will retain the flexibility to provide clients with a package, or all inclusive pricing fees, and the ability to create pilot programs/services with the other members of the hospitality industry.

Charges for items other than those specifically listed below will be determined by the City based on the cost of providing those services.

FACILITY RENTAL		FY 25-26	FY 26-27
Exhibit Hall for consumer shows and tradeshows	Per Day	$ 6,290.00	$ 6,484.00
Exhibit Hall for consumer shows & tradeshows for move-in/out & turnaround reset	Per Day	$ 3,145.00	$ 3,242.00
Exhibit Hall for non-profit (Friday through Sunday only – Holidays and days of celebration not included)	Per Day	$ 3,857.00	$ 3,976.00
Exhibit Hall for non-profit (Friday through Sunday only – Holidays and days of celebration not included) move-in/out & turnaround reset	Per Day	$ 1,988.00	$ 1,988.00
Exhibit Hall for non-profit (Monday through Thursday only – Holidays and days of celebration not included)	Per Day	$ 3,007.00	$ 3,100.00
Exhibit Hall for non-profit (Monday through Thursday only – Holidays and days of celebration not included) move-in/out & turnaround reset	Per Day	$ 1,549.00	$ 1,549.00
Exhibit Hall - Standard Commercial Rate	Per Day	$ 5,105.00	$ 5,263.00
Exhibit Hall - Commercial Rate for move in/out & turnaround reset	Per Day	$ 2,553.00	$ 2,632.00
Telescopic Seating Usage	Per Day	$ 643.00	$ 663.00
Green Room use	Per Day	$ 154.00	$ 159.00
Green Room use (move-in/out & turnaround reset)	Per Day	$ 79.00	$ 79.00
Charter Oak Ballroom for banquet (5:30pm-Midnight Mon-Fri, 3:30pm-Midnight Sat & Sun.) *	Per Day	$ 3,261.00	$ 3,362.00
Charter Oak Ballroom for meeting (6am-4pm Mon-Fri, 6am-2pm Sat & Sun.) *	Per Day	$ 2,055.00	$ 2,118.00
Charter Oak Ballroom ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 4,292.00	$ 4,425.00
Charter Oak Ballroom move in/out	Per Day	$ 1,627.00	$ 1,677.00
Charter Oak Ballroom turnaround reset	Per Day	$ 1,024.00	$ 1,056.00
Charter Oak Ballroom "E" for banquet (5:30pm-Midnight Mon-Fri, 3:30pm-Midnight Sat & Sun.) *	Per Day	$ 1,091.00	$ 1,125.00
Charter Oak Ballroom "E" for meeting (6am-4pm Mon-Fri, 6am-2pm Sat & Sun.) *	Per Day	$ 686.00	$ 707.00
Charter Oak Ballroom "E" ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 1,429.00	$ 1,473.00
Charter Oak Ballroom "E" move in/out	Per Day	$ 542.00	$ 559.00
Charter Oak Ballroom "E" turnaround reset	Per Day	$ 343.00	$ 354.00
Charter Oak Ballroom A, B, C or D for banquet (5:30pm-Midnight Mon-Fri, 3:30pm-Midnight Sat & Sun.) *	Per Day	$ 542.00	$ 559.00
Charter Oak Ballroom A, B, C, or D for meeting (6am-4pm Mon-Fri, 6am-2pm Sat & Sun.) *	Per Day	$ 343.00	$ 354.00
Charter Oak Ballroom A, B, C or D ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 711.00	$ 733.00
Charter Oak Ballroom A, B, C or D move in/out	Per Day	$ 265.00	$ 273.00
Charter OakBallroom A, B, C, or D turnaround reset	Per Day	$ 162.00	$ 167.00
San Joaquin Ballroom (6am-4pm or 5:30pm-Midnight Mon-Fri, 6am-2pm or 3:30pm-Midnight Sat & Sun.) *	Per Day	$ 1,175.00	$ 1,211.00
San Joaquin Ballroom ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 1,753.00	$ 1,807.00
San Joaquin Ballroom move in/out & turnaround reset	Per Day	$ 584.00	$ 602.00
San Joaquin Ballroom A, B, C or D (6am-4pm or 5:30pm-Midnight Mon-Fri, 6am-2pm or 3:30pm-Midnight Sat & Sun.) *	Per Day	$ 289.00	$ 298.00
San Joaquin Ballroom A, B, C or D ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 434.00	$ 447.00
San Joaquin Ballroom A, B, C or D move in/out & turnaround reset	Per Day	$ 144.00	$ 148.00
Sequoia A or B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun) *	Per Day	$ 289.00	$ 298.00
Sequoia A or B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 434.00	$ 447.00
Sequoia A or B move in/out & turnaround reset	Per Day	$ 144.00	$ 148.00
Sequoia A & B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$ 584.00	$ 602.00
Sequoia A & B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 874.00	$ 901.00
Sequoia A & B move in/out & turnaround reset	Per Day	$ 289.00	$ 298.00
Sierra A (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$ 217.00	$ 224.00
Sierra A ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 325.00	$ 335.00
Sierra A move in/out & turnaround reset	Per Day	$ 108.00	$ 111.00
Sierra B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun) *	Per Day	$ 289.00	$ 298.00
Sierra B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 434.00	$ 447.00
Sierra B move in/out & turnaround reset	Per Day	$ 144.00	$ 148.00
Sierra A & B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$ 506.00	$ 522.00
Sierra A & B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 759.00	$ 782.00
Sierra A & B move in/out & turnaround reset	Per Day	$ 252.00	$ 260.00

CONVENTION CENTER (cont.)

FACILITY RENTAL		FY 25-26	FY 26-27
Mineral King / Kaweah A or B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$ 217.00	$ 224.00
Mineral King / Kaweah A or B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 325.00	$ 335.00
Mineral King / Kaweah A or B move in/out & turnaround reset	Per Day	$ 108.00	$ 111.00
Mineral King / Kaweah A & B (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$ 301.00	$ 310.00
Mineral King / Kaweah A & B ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 434.00	$ 447.00
Mineral King / Kaweah A & B move in/out & turnaround reset	Per Day	$ 151.00	$ 156.00
Kings Canyon (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$ 289.00	$ 298.00
Kings Canyon ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 434.00	$ 447.00
Kings Canyon move in/out & turnaround reset	Per Day	$ 151.00	$ 156.00
Executive Board Room (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$ 355.00	$ 366.00
Executive Board Room ALL-DAY(6am-Midnight Mon-Sun)	Per Day	$ 530.00	$ 546.00
Executive Board Room move in/out & turnaround reset	Per Day	$ 181.00	$ 187.00
Grand Board Room (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun.) *	Per Day	$ 380.00	$ 392.00
Grand Board Room ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 560.00	$ 577.00
Grand Board Room move in/out & turnaround reset	Per Day	$ 192.00	$ 198.00
Courtyards - Eucalyptus and Plaza	Per Day	$ 1,790.00	$ 1,845.00
Courtyards move in/out & turnaround reset	Per Day	$ 897.00	$ 925.00
Lobby Areas			
Lobby (each) registration or pre-function space	Per Day	$ 385.00	$ 397.00
Exhibit Lobby for banquets or meetings (6am-4pm Mon-Sun or 5:30pm-Midnight Mon-Sun)	Per Day	$ 879.00	$ 906.00
Exhibit Lobby for banquets/meetings ALL-DAY (6am-Midnight Mon-Sun)	Per Day	$ 1,325.00	$ 1,366.00
Kitchen Rental – 2 hour minimum	Per Hour	$ 120.00	$ 124.00
Parking lot rental	Per Day	$ 1,380.00	$ 1,423.00
Show Manager's office	Per Day	$ 84.00	$ 87.00

** Limited Occupancy Times*

CATERED/CONTRACTED SERVICES			
Banquet	Of Gross Receipts	16%	16%
Bar	Of Gross Receipts	25%	25%
Concessions	Of Gross Receipts	25%	25%
Break Service	Of Gross Receipts	25%	25%
Novelties from Commercial Entertainment handled by Concessionaire's staff	Of Gross Receipts	20%	20%
Novelties from Commercial Entertainment handled by Convention Center staff	Of Gross Receipts	25%	25%

STAFF SERVICES			
Security arranged by Convention Center	Per Hour/Guard	$ 31.00	$ 32.00
Security Overtime after 8 hours & Holidays	Per Hour/Guard	$ 45.00	$ 46.00
Maintenance/Custodial	Per Hour	$ 27.00	$ 28.00
Maintenance/Custodial Overtime after 8 hours & Holidays	Per Hour	$ 40.00	$ 41.00
Technician	Per Hour	$ 45.00	$ 46.00
Technician Overtime after 8 hours & Holidays	Per Hour	$ 68.00	$ 70.00
Electrician	Per Hour	$ 68.00	$ 70.00
Electrician Overtime after 8 hours & Holidays	Per Hour	$ 102.00	$ 105.00
Piano Lifting - Elevating to platform or stage	Each	$ 470.00	$ 485.00
Piano Tuning upon request	Per Tuning	$ 200.00	$ 206.00
Rigging staff	Per Hour	$ 111.00	$ 114.00
Rigging staff Overtime after 8 hours & Holidays	Per Hour	$ 167.00	$ 172.00
Ticket seller / Ticket Taker / Usher (4 hour min)	Per Hour	$ 27.00	$ 28.00
Ticket seller / Ticket Taker / Usher Overtime after 8 hours & Holidays	Per Hour	$ 40.00	$ 41.00
Ticket printing	Per Ticket	$ 0.30	$ 0.30
Convenience fee (online tickets only)	Per Ticket	$ 4.00	$ 4.00
Facility Fee	Per Ticket	$ 2.00	$ 2.00
Bollard Removal	Limit 4	$ 92.00	$ 95.00

EQUIPMENT RENTAL			
Audio Snake – 100 ft – 8x4 CH - 2nd day 1/2 price	Each/Day	$ 54.00	$ 56.00
Audio Snake – 150 ft – 24x4 CH - 2nd day 1/2 price	Each/Day	$ 82.00	$ 85.00
Audio Connection Fee	Each/Day	$ 57.00	$ 59.00

CONVENTION CENTER (cont.)

EQUIPMENT RENTAL		FY 25-26	FY 26-27
AV Table with Power	Each/Day	$ 29.00	$ 30.00
Bar Stool	Each/Day	$ 4.00	$ 4.00
Bicycle Barricades	Per Foot	$ 2.00	$ 2.00
Boom Lift - Lift Operator included (1/2 hr minimum)	Per 1/2 hr	$ 86.00	$ 89.00
Booth Carpet - 10' X 9'	Each	$ 125.00	$ 129.00
Compact Disc (CD) Player	Each/Day	$ 71.00	$ 73.00
Chandelier - Crystal Small	Each/Day	$ 258.00	$ 266.00
Chandelier - Crystal Large	Each/Day	$ 321.00	$ 331.00
Chain Hoists (labor extra)	Each	$ 52.00	$ 54.00
Chairs	Each	$ 4.00	$ 4.00
Chalk Board (4X6)	Each/Day	$ 37.00	$ 38.00
City Business License	Per Day	$ 29.00	$ 30.00
City License Daily Cap	Per Day	$ 747.00	$ 770.00
Clear-Com Base Station	Each/Day	$ 82.00	$ 85.00
Clear-Com Head Set	Each/Day	$ 29.00	$ 30.00
Coat Rack	Each	$ 17.00	$ 18.00
Dance Floor – Per 3' X 3' Section	Each	$ 5.00	$ 5.00
Decorative Columns - 10'	Each	$ 41.00	$ 42.00
Display Table with Skirt & Linen	Each	$ 20.00	$ 21.00
Doghouse 320amp Connection	Per Day	$ 77.00	$ 79.00
Drayage Per 100 lbs - 200 lbs minimum	Per 100 lbs	$ 78.00	$ 80.00
Dressing Mirror	Each	$ 45.00	$ 46.00
Easel	Each	$ 18.00	$ 19.00
Electrical per Booth	Per Hook-up	$ 49.00	$ 51.00
Electrical - Floor Pockets	Per Hook-up	$ 246.00	$ 254.00
Electrical - Main Power Buss	Per Hook-up	$ 506.00	$ 522.00
Exhibit Booth (Deluxe) – 10 x 10 or 8 x 10, 1 table, skirt & linen, 2 chairs, pipe & drape	Each	$ 103.00	$ 106.00
Exhibit Booth (Basic) – 10 x 10 or 8 x 10, 1 table, 2 chairs,pipe & drape	Each	$ 74.00	$ 76.00
Exhibit Booth (Table Booth - Deluxe) (1 table/skirt & linen/2 chairs)	Each	$ 51.00	$ 53.00
Extension Cord	Each	$ 14.00	$ 14.00
Extension Cord replacement	Each	$ 34.00	$ 35.00
Flipchart – Pad and 2 Markers	Each	$ 39.00	$ 40.00
Forklift – with Operator (1/2 hour minimum)	Per ½ hr	$ 67.00	$ 69.00
~~Forklift – Lift Operator Charge per Hour additional fee~~	~~Per Day~~	~~$ 545.00~~	~~N/A~~
Freezer - Mini Portable	Per Day	$ 25.00	$ 26.00
Gaffers Tape	Each	$ 35.00	$ 36.00
Hot & Cold Box	Each/Day	$ 74.00	$ 76.00
HVAC-Exhibit Hall move in/out – 2 hour min.	Per Hour	$ 280.00	$ 289.00
Ice	Per Pound	$ 0.32	$ -
IMAG Camera	Each	$ 477.00	$ 492.00
Laptop Computer	Each/Day	$ 149.00	$ 154.00
Lectern (Standard)	Each	$ 34.00	$ 35.00
LED Up Lighting	Per Use	$ 34.00	$ 35.00
LED Up Lighting pkg (24)	Per Use	$ 373.00	$ 385.00
Lighting Gel	Per Sheet	$ 14.00	$ 14.00
Lighting - General Wash Exhibit Hall (East Wall)	Per Day	$ 113.00	$ 113.00
Linen - Napkins	Each/Use	$ 0.38	$ -
Linen - Napkin Replacement	Each	$ 10.00	$ 10.00
Linen - Tablecloth	Each/Use	$ 5.00	$ 5.00
Linen - Tablecloth Replacement	Each	$ 40.00	$ 41.00
Markerboard (2x3)	Each	$ 18.00	$ 19.00
Markerboard (4x6)	Each	$ 36.00	$ 37.00
Markerboard Markers	Each	$ 4.00	$ 4.00
Marley Floor	Per Day	$ 247.00	$ 247.00

CONVENTION CENTER (cont.)

EQUIPMENT RENTAL		FY 25-26	FY 26-27
Microphone - Wired	Each/Day	$ 37.00	$ 38.00
Microphone - Cable	Each/Day	$ 17.00	$ 18.00
Microphone – Wireless Lavaliere	Each/Day	$ 71.00	$ 73.00
Microphone – Wireless Hand-Held	Each/Day	$ 71.00	$ 73.00
Microphone Stand per Day	Each/Day	$ 17.00	$ 18.00
Mirror Ball (w/4 lights)	Per Day	$ 287.00	$ 296.00
Multi-Plug Outlet	Each	$ 17.00	$ 18.00
Multi-Plug Outlet Replacement	Each	$ 51.00	$ 53.00
Pallet Jack Rental with Operator	Per ½ hr	$ 35.00	$ 36.00
Piano – Upright	Per Day	$ 113.00	$ 116.00
Piano – Grand	Per Day	$ 299.00	$ 308.00
Piano – Baby Grand	Per Day	$ 275.00	$ 283.00
Pipe and Drape	Per Foot	$ 4.00	$ 4.00
Pipe and Drape - Tall (up to 18ft)	Per Foot	$ 8.00	$ 8.00
Plexiglass Lecturn	Each	$ 172.00	$ 177.00
Portable Bar	Each/Event	$ 150.00	$ 155.00
Portable P/A System - small	Each Day	$ 465.00	$ 479.00
Portable P/A System - large	Each Day	$ 690.00	$ 711.00
Power Distribution from Power Bus	Per Day	$ 103.00	$ 106.00
Power Point Remote	Each/Day	$ 29.00	$ 30.00
Projector Screen – 6x6 or 8x8	Each/Day	$ 43.00	$ 44.00
Projector Screen – 10x10 with Riser	Each/Day	$ 133.00	$ 137.00
Projector Screen – 9x12 or 11x15	Each/Day	$ 170.00	$ 175.00
Projector Screen Hung – 9x12 or 11x15	Each/Day	$ 458.00	$ 472.00
Projector Screen w/ Dress Kit on Floor – 9x12 or 11x15	Each/Day	$ 287.00	$ 296.00
Radio Replacement	Each	$ 897.00	$ 925.00
Red Carpet Runner (4ft x 6ft)	Each/Day	$ 103.00	$ 106.00
Risers/Staging (one set of stairs)	Per Section	$ 41.00	$ 42.00
Scissor Lift with Operator (1/2 hr. minimum)	Per ½ hr	$ 67.00	$ 69.00
~~Scissors Lift – Lift Operator Charge Per Hour additional fee~~	~~Per Day~~	~~$ 545.00~~	~~N/A~~
Skirts – Linen	Each	$ 34.00	$ 35.00
Skirt Clips	Each	$ 0.85	$ 1.00
Sound Mix Console 4 channel	Each/Day	$ 89.00	$ 92.00
Sound Mix Console 8 or 16 channel	Each/Day	$ 195.00	$ 201.00
Sound Mix Console 32 channel	Each/Day	$ 299.00	$ 308.00
Speakers (Portable) 12" speakers on stands	Each/Day	$ 101.00	$ 104.00
Speakers (Monitors) wedge monitors	Each/Day	$ 52.00	$ 54.00
Speakerphone	Each/Day	$ 125.00	$ 129.00
Spotlight with Operator (2 hours)	Each/Day	$ 264.00	$ 272.00
Stanchion with Rope	Each/Event	$ 11.00	$ 11.00
Stage Barricades	Each (4 ft)	$ 27.00	$ 28.00
Stringer Power Cabling (included in booth rental)	Per Day	$ 46.00	$ 47.00
Tables - Bare	Each	$ 11.00	$ 11.00
Telephone/Data Line (with usage)	Each/Day	$ 91.00	$ 94.00
Theatrical Lighting (Hung)	Each	$ 44.00	$ 45.00
Trussing (square tube-10') - Labor Extra 1' x 1'	Each	$ 75.00	$ 77.00
VCR or DVD and 47" monitor	Each/Day	$ 120.00	$ 124.00
VCR or DVD and 86" monitor	Each/Day	$ 221.00	$ 228.00
Velvet Backdrop (ground support - 32')	Per Use	$ 264.00	$ 272.00
Velvet Backdrop (hung - 32')	Per Use	$ 425.00	$ 438.00
Vertical Mast Lift with Operator (1/2 hr. minimum)	Per ½ hr	$ 67.00	$ 69.00
Video Projector - 12000 lumens	Per Day	$ 862.00	$ 889.00
Video Projector - 3000 to 4,000 lumens	Per Day	$ 212.00	$ 219.00
Video Projector - 7000 lumens	Per Day	$ 499.00	$ 514.00
Video Switcher	Per Day	$ 178.00	$ 184.00
Wastebasket	Each	$ 4.00	$ 4.00

CONVENTION CENTER (cont.)

ADMINISTRATIVE SERVICES		FY 25-26	FY 26-27
Copies	Each	$ 0.25	$ 0.25
Duplexed Copies	Each	$ 0.30	$ 0.30
First package (UPS, FedEx)	Per Package	actual + $15	actual + $15
Any additional packages (UPS, FedEx)	Per Package	actual + $15	actual + $15
Wi-Fi SERVICES			
CAT 5/6 Cable (Ethernet)	Each	$ 68.00	$ 70.00
Wireless 5Mbps - Conference Flat Rate	Per Day	$ 154.00	$ 159.00
5mb in lobbies and rooms	Each	$ 14.00	$ 14.00
20mb in lobbies and rooms	Each	$ 88.00	$ 91.00
50mb in lobbies and rooms	Each	$ 437.00	$ 451.00

SOLID WASTE

		FY 25-26	FY 26-27
AUTOMATIC LIFT CONTAINER SERVICE			
Baseline Residential Service			
Baseline service consists of once a week pickup of either one divided container and one yard waste container, each collected one time per week.			
Multi-Family Households are the same as Single Family Households for the purpose of determining baseline residential service if each household is serviced individually.			
Baseline Rate per Household/Unit	Per Month or Fraction Of	$ 23.85	$ 23.85
Each additional container	Per Month or Fraction Of	$ 4.00	$ 4.00
Minimum Refuse Rate per Household/Unit	Per Month or Fraction Of	$ 12.75	$ 12.75
Senior Citizen Life Line Discount			
Residential container service	Per Month or Fraction Of	$ 12.75	$ 12.75
Each additional yard waste can only	Per Month or Fraction Of	$ 4.00	$ 4.00
Special Services			
Commercial Can Service (When approved)			
Baseline Rate per Commercial Site	Per Month or Fraction Of	$ 23.85	$ 23.85
Each additional container (When approved)	Per Month or Fraction Of	$ 6.00	$ 6.00
Additional Service			
Per Container, roll out service per 20 feet	Per Empty	$ 2.90	$ 2.90
Handling locks and/or property gates	Per Empty	$ 2.90	$ 2.90
Residential **Senior/Disabled** Pack-Out Service - For Qualifying Individuals	Per Month	Free	Free
Residential Pack- Out Service	Per Month	$ 26.05	$ 26.05
Residential Pack- Out Service per add'l can - to be billed as a Flat Fee	Per Month	$ 13.00	$ 13.00
Scheduled Empty - Commercial Can			
For Truck	Per Empty	$ 13.65	$ 13.65
Per Container	Per Empty	$ 1.80	$ 1.80
Scheduled Empty - Residential Can			
For Truck	Per Empty	$ 9.20	$ 9.20
Per Container	Per Empty	$ 1.80	$ 1.80
Unscheduled Empty (Same Day Service)			
For Truck	Per Empty	$ 29.75	$ 29.75
Per Container	Per Empty	$ 1.80	$ 1.80
Residential - Contaminated Empty			
Contamination first occurrence	Per Container	No Charge	No Charge
Contamination second occurrence	Per Container	$ 9.95	$ 9.95
Contamination third occurrence	Per Container	$ 15.70	$ 15.70
Contamination fourth or more occurrence	Per Container	$ 21.50	$ 21.50
Items Outside Container, Scheduled, for Regular Customers (3 free per year)			
For Truck, Commercial	Per Pick Up	$ 13.65	$ 13.65
For Truck, Residential	Per Pick Up	$ 9.20	$ 9.20
Commercial or Residential	Per Container	$ 1.80	$ 1.80
Special Event Service/Regular Containers			
Up to 10 90-gallon containers will fit on one trailer	Per Delivery	$ 26.95	$ 26.95
For Side Loader-Per Container to clean & restock after use	Per Empty	$ 9.20	$ 9.20
To Clean & restock after use	Per Container	$ 1.80	$ 1.80
Special Event Service/Parade Containers			
Up to 10 or less containers	Per Delivery	$ 53.90	$ 53.90
	Per Empty/Per Container	$ 12.00	$ 12.00
To Clean & restock after use	Per Empty/Per Container	$ 1.80	$ 1.80

SOLID WASTE (cont.)

Commercial Trash Bin Service		FY 25-26	FY 26-27
One time per week	Per One Yard	$ 52.10	$ 52.10
Two times per week	Per One Yard	$ 94.50	$ 94.50
Three times per week	Per One Yard	$ 136.90	$ 136.90
Four times per week	Per One Yard	$ 179.30	$ 179.30
Five times per week	Per One Yard	$ 221.70	$ 221.70
Six times per week	Per One Yard	$ 264.10	$ 264.10
One time per week	Per Two Yard	$ 67.45	$ 67.45
Two times per week	Per Two Yard	$ 124.20	$ 124.20
Three times per week	Per Two Yard	$ 180.95	$ 180.95
Four times per week	Per Two Yard	$ 237.70	$ 237.70
Five times per week	Per Two Yard	$ 294.45	$ 294.45
Six times per week	Per Two Yard	$ 351.20	$ 351.20
One time per week	Per Three Yard	$ 83.00	$ 83.00
Two times per week	Per Three Yard	$ 154.10	$ 154.10
Three times per week	Per Three Yard	$ 225.20	$ 225.20
Four times per week	Per Three Yard	$ 296.30	$ 296.30
Five times per week	Per Three Yard	$ 367.40	$ 367.40
Six times per week	Per Three Yard	$ 438.50	$ 438.50
One time per week	Per Four Yard	$ 98.50	$ 98.50
Two times per week	Per Four Yard	$ 183.95	$ 183.95
Three times per week	Per Four Yard	$ 269.40	$ 269.40
Four times per week	Per Four Yard	$ 354.85	$ 354.85
Five times per week	Per Four Yard	$ 440.30	$ 440.30
Six times per week	Per Four Yard	$ 525.75	$ 525.75
One time per week	Per Six Yard	$ 129.35	$ 129.35
Two times per week	Per Six Yard	$ 243.50	$ 243.50
Three times per week	Per Six Yard	$ 357.65	$ 357.65
Four times per week	Per Six Yard	$ 471.80	$ 471.80
Five times per week	Per Six Yard	$ 585.95	$ 585.95
Six times per week	Per Six Yard	$ 700.10	$ 700.10
One time per week	Per Eight Yard	$ 160.00	$ 160.00
Two times per week	Per Eight Yard	$ 302.85	$ 302.85
Three times per week	Per Eight Yard	$ 445.70	$ 445.70
Four times per week	Per Eight Yard	$ 588.55	$ 588.55
Five times per week	Per Eight Yard	$ 731.40	$ 731.40
Six times per week	Per Eight Yard	$ 874.25	$ 874.25
One time per week	Per Ten Yard	$ 190.60	$ 190.60
Two times per week	Per Ten Yard	$ 362.15	$ 362.15
Three times per week	Per Ten Yard	$ 533.70	$ 533.70
Four times per week	Per Ten Yard	$ 705.25	$ 705.25
Five times per week	Per Ten Yard	$ 876.80	$ 876.80
Six times per week	Per Ten Yard	$ 1,048.35	$ 1,048.35

SOLID WASTE (cont.)

Commercial Recycling Bin Service		FY 25-26	FY 26-27
One time per week	Per One Yard	$ 30.90	$ 30.90
Two times per week	Per One Yard	$ 52.10	$ 52.10
Three times per week	Per One Yard	$ 73.30	$ 73.30
Four times per week	Per One Yard	$ 94.50	$ 94.50
Five times per week	Per One Yard	$ 115.70	$ 115.70
Six times per week	Per One Yard	$ 136.90	$ 136.90
One time per week	Per Two Yard	$ 39.05	$ 39.05
Two times per week	Per Two Yard	$ 67.40	$ 67.40
Three times per week	Per Two Yard	$ 95.75	$ 95.75
Four times per week	Per Two Yard	$ 124.10	$ 124.10
Five times per week	Per Two Yard	$ 152.45	$ 152.45
Six times per week	Per Two Yard	$ 180.80	$ 180.80
One time per week	Per Three Yard	$ 47.40	$ 47.40
Two times per week	Per Three Yard	$ 82.90	$ 82.90
Three times per week	Per Three Yard	$ 118.40	$ 118.40
Four times per week	Per Three Yard	$ 153.90	$ 153.90
Five times per week	Per Three Yard	$ 189.40	$ 189.40
Six times per week	Per Three Yard	$ 224.90	$ 224.90
One time per week	Per Four Yard	$ 55.70	$ 55.70
Two times per week	Per Four Yard	$ 98.35	$ 98.35
Three times per week	Per Four Yard	$ 141.00	$ 141.00
Four times per week	Per Four Yard	$ 183.65	$ 183.65
Five times per week	Per Four Yard	$ 226.30	$ 226.30
Six times per week	Per Four Yard	$ 268.95	$ 268.95
One time per week	Per Six Yard	$ 72.15	$ 72.15
Two times per week	Per Six Yard	$ 129.10	$ 129.10
Three times per week	Per Six Yard	$ 186.05	$ 186.05
Four times per week	Per Six Yard	$ 243.00	$ 243.00
Five times per week	Per Six Yard	$ 299.95	$ 299.95
Six times per week	Per Six Yard	$ 356.90	$ 356.90
One time per week	Per Eight Yard	$ 88.40	$ 88.40
Two times per week	Per Eight Yard	$ 159.65	$ 159.65
Three times per week	Per Eight Yard	$ 230.90	$ 230.90
Four times per week	Per Eight Yard	$ 302.15	$ 302.15
Five times per week	Per Eight Yard	$ 373.40	$ 373.40
Six times per week	Per Eight Yard	$ 444.65	$ 444.65
One time per week	Per Ten Yard	$ 104.60	$ 104.60
Two times per week	Per Ten Yard	$ 190.15	$ 190.15
Three times per week	Per Ten Yard	$ 275.70	$ 275.70
Four times per week	Per Ten Yard	$ 361.25	$ 361.25
Five times per week	Per Ten Yard	$ 446.80	$ 446.80
Six times per week	Per Ten Yard	$ 532.35	$ 532.35

SOLID WASTE (cont.)

Commercial Green Waste/Food Compost Bin Service		FY 25-26	FY 26-27
One time per week	Per One Yard	$ 48.45	$ 48.45
Two times per week	Per One Yard	$ 87.20	$ 87.20
Three times per week	Per One Yard	$ 125.95	$ 125.95
Four times per week	Per One Yard	$ 164.70	$ 164.70
Five times per week	Per One Yard	$ 203.45	$ 203.45
Six times per week	Per One Yard	$ 242.20	$ 242.20
One time per week	Per Two Yard	$ 60.15	$ 60.15
Two times per week	Per Two Yard	$ 109.60	$ 109.60
Three times per week	Per Two Yard	$ 159.05	$ 159.05
Four times per week	Per Two Yard	$ 208.50	$ 208.50
Five times per week	Per Two Yard	$ 257.95	$ 257.95
Six times per week	Per Two Yard	$ 307.40	$ 307.40
One time per week	Per Three Yard	$ 72.05	$ 72.05
Two times per week	Per Three Yard	$ 132.20	$ 132.20
Three times per week	Per Three Yard	$ 192.35	$ 192.35
Four times per week	Per Three Yard	$ 252.50	$ 252.50
Five times per week	Per Three Yard	$ 312.65	$ 312.65
Six times per week	Per Three Yard	$ 372.80	$ 372.80
One time per week	Per Four Yard	$ 83.90	$ 83.90
Two times per week	Per Four Yard	$ 154.75	$ 154.75
Three times per week	Per Four Yard	$ 225.60	$ 225.60
Four times per week	Per Four Yard	$ 296.45	$ 296.45
Five times per week	Per Four Yard	$ 367.30	$ 367.30
Six times per week	Per Four Yard	$ 438.15	$ 438.15
One time per week	Per Six Yard	$ 107.45	$ 107.45
Two times per week	Per Six Yard	$ 199.70	$ 199.70
Three times per week	Per Six Yard	$ 291.95	$ 291.95
Four times per week	Per Six Yard	$ 385.20	$ 385.20
Five times per week	Per Six Yard	$ 476.45	$ 476.45
Six times per week	Per Six Yard	$ 568.70	$ 568.70
One time per week	Per Eight Yard	$ 130.80	$ 130.80
Two times per week	Per Eight Yard	$ 244.45	$ 244.45
Three times per week	Per Eight Yard	$ 358.10	$ 358.10
Four times per week	Per Eight Yard	$ 471.75	$ 471.75
Five times per week	Per Eight Yard	$ 585.40	$ 585.40
Six times per week	Per Eight Yard	$ 699.05	$ 699.05
One time per week	Per Ten Yard	$ 154.10	$ 154.10
Two times per week	Per Ten Yard	$ 289.15	$ 289.15
Three times per week	Per Ten Yard	$ 424.20	$ 424.20
Four times per week	Per Ten Yard	$ 559.25	$ 559.25
Five times per week	Per Ten Yard	$ 694.30	$ 694.30
Six times per week	Per Ten Yard	$ 829.35	$ 829.35

SOLID WASTE (cont.)

Commercial Trash Compactor Service		FY 25-26	FY 26-27
One time per week	Per One Yard	$ 70.85	$ 70.85
Two times per week	Per One Yard	$ 141.70	$ 141.70
Three times per week	Per One Yard	$ 212.55	$ 212.55
Four times per week	Per One Yard	$ 283.40	$ 283.40
Five times per week	Per One Yard	$ 354.25	$ 354.25
One time per week	Per Two Yard	$ 113.65	$ 113.65
Two times per week	Per Two Yard	$ 227.30	$ 227.30
Three times per week	Per Two Yard	$ 340.95	$ 340.95
Four times per week	Per Two Yard	$ 454.60	$ 454.60
Five times per week	Per Two Yard	$ 568.25	$ 568.25
One time per week	Per Three Yard	$ 156.45	$ 156.45
Two times per week	Per Three Yard	$ 312.90	$ 312.90
Three times per week	Per Three Yard	$ 469.35	$ 469.35
Four times per week	Per Three Yard	$ 625.80	$ 625.80
Five times per week	Per Three Yard	$ 782.25	$ 782.25
One time per week	Per Four Yard	$ 199.25	$ 199.25
Two times per week	Per Four Yard	$ 398.50	$ 398.50
Three times per week	Per Four Yard	$ 597.75	$ 597.75
Four times per week	Per Four Yard	$ 797.00	$ 797.00
Five times per week	Per Four Yard	$ 996.25	$ 996.25
One time per week	Per Six Yard	$ 284.85	$ 284.85
Two times per week	Per Six Yard	$ 569.70	$ 569.70
Three times per week	Per Six Yard	$ 854.55	$ 854.55
Four times per week	Per Six Yard	$ 1,139.40	$ 1,139.40
Five times per week	Per Six Yard	$ 1,424.25	$ 1,424.25
One time per week	Per Eight Yard	$ 370.45	$ 370.45
Two times per week	Per Eight Yard	$ 740.90	$ 740.90
Three times per week	Per Eight Yard	$ 1,111.35	$ 1,111.35
Four times per week	Per Eight Yard	$ 1,481.80	$ 1,481.80
Five times per week	Per Eight Yard	$ 1,852.25	$ 1,852.25

SOLID WASTE (cont.)

Commercial Recycle Compactor Service		**FY 25-26**	**FY 26-27**
One time per week	Per One Yard	$ 35.45	$ 35.45
Two times per week	Per One Yard	$ 70.90	$ 70.90
Three times per week	Per One Yard	$ 106.35	$ 106.35
Four times per week	Per One Yard	$ 141.80	$ 141.80
Five times per week	Per One Yard	$ 177.25	$ 177.25
One time per week	Per Two Yard	$ 56.85	$ 56.85
Two times per week	Per Two Yard	$ 113.70	$ 113.70
Three times per week	Per Two Yard	$ 170.55	$ 170.55
Four times per week	Per Two Yard	$ 227.40	$ 227.40
Five times per week	Per Two Yard	$ 284.25	$ 284.25
One time per week	Per Three Yard	$ 78.25	$ 78.25
Two times per week	Per Three Yard	$ 156.50	$ 156.50
Three times per week	Per Three Yard	$ 234.75	$ 234.75
Four times per week	Per Three Yard	$ 313.00	$ 313.00
Five times per week	Per Three Yard	$ 391.25	$ 391.25
One time per week	Per Four Yard	$ 99.65	$ 99.65
Two times per week	Per Four Yard	$ 199.30	$ 199.30
Three times per week	Per Four Yard	$ 298.95	$ 298.95
Four times per week	Per Four Yard	$ 398.60	$ 398.60
Five times per week	Per Four Yard	$ 498.25	$ 498.25
One time per week	Per Six Yard	$ 142.45	$ 142.45
Two times per week	Per Six Yard	$ 284.90	$ 284.90
Three times per week	Per Six Yard	$ 427.35	$ 427.35
Four times per week	Per Six Yard	$ 569.80	$ 569.80
Five times per week	Per Six Yard	$ 712.25	$ 712.25
One time per week	Per Eight Yard	$ 185.25	$ 185.25
Two times per week	Per Eight Yard	$ 370.50	$ 370.50
Three times per week	Per Eight Yard	$ 555.75	$ 555.75
Four times per week	Per Eight Yard	$ 741.00	$ 741.00
Five times per week	Per Eight Yard	$ 926.25	$ 926.25

SOLID WASTE (cont.)

Commercial Split Bin Service		**FY 25-26**	**FY 26-27**
One time per week	Per One Yard	$ 62.55	$ 62.55
Two times per week	Per One Yard	$ 115.40	$ 115.40
Three times per week	Per One Yard	$ 168.25	$ 168.25
Four times per week	Per One Yard	$ 221.10	$ 221.10
Five times per week	Per One Yard	$ 273.95	$ 273.95
One time per week	Per Two Yard	$ 83.00	$ 83.00
Two times per week	Per Two Yard	$ 146.60	$ 146.60
Three times per week	Per Two Yard	$ 210.20	$ 210.20
Four times per week	Per Two Yard	$ 273.80	$ 273.80
Five times per week	Per Two Yard	$ 337.40	$ 337.40
One time per week	Per Three Yard	$ 94.75	$ 94.75
Two times per week	Per Three Yard	$ 169.10	$ 169.10
Three times per week	Per Three Yard	$ 243.45	$ 243.45
Four times per week	Per Three Yard	$ 317.80	$ 317.80
Five times per week	Per Three Yard	$ 392.15	$ 392.15
One time per week	Per Four Yard	$ 106.50	$ 106.50
Two times per week	Per Four Yard	$ 191.60	$ 191.60
Three times per week	Per Four Yard	$ 276.70	$ 276.70
Four times per week	Per Four Yard	$ 361.80	$ 361.80
Five times per week	Per Four Yard	$ 446.90	$ 446.90
One time per week	Per Six Yard	$ 130.40	$ 130.40
Two times per week	Per Six Yard	$ 237.00	$ 237.00
Three times per week	Per Six Yard	$ 343.60	$ 343.60
Four times per week	Per Six Yard	$ 450.20	$ 450.20
Five times per week	Per Six Yard	$ 556.80	$ 556.80
One time per week	Per Eight Yard	$ 154.20	$ 154.20
Two times per week	Per Eight Yard	$ 282.30	$ 282.30
Three times per week	Per Eight Yard	$ 410.40	$ 410.40
Four times per week	Per Eight Yard	$ 538.50	$ 538.50
Five times per week	Per Eight Yard	$ 666.60	$ 666.60
One time per week	Per Ten Yard	$ 178.00	$ 178.00
Two times per week	Per Ten Yard	$ 327.60	$ 327.60
Three times per week	Per Ten Yard	$ 477.20	$ 477.20
Four times per week	Per Ten Yard	$ 626.80	$ 626.80
Five times per week	Per Ten Yard	$ 776.40	$ 776.40

SOLID WASTE (cont.)

PERMANENT COMMERCIAL BIN AND BOX SERVICE		FY 25-26	FY 26-27
Scheduled Special Empty Service			
	Per Bin Emptied	$ 17.35	$ 17.35
Uncompacted refuse	Per Cubic Yard	$ 3.35	$ 3.35
Compacted refuse	Per Cubic Yard	$ 9.90	$ 9.90
Unscheduled (Same Day) Special Empty Service			
	Per Bin Emptied	$ 46.90	$ 46.90
Uncompacted refuse	Per Cubic Yard	$ 3.35	$ 3.35
Compacted refuse	Per Cubic Yard	$ 9.90	$ 9.90
Scheduled, Multiple Special Empty Service (Additional Empties, Same Day)			
	Per Bin Emptied	$ 31.60	$ 31.60
Uncompacted refuse	Per Cubic Yard	$ 3.35	$ 3.35
Compacted refuse	Per Cubic Yard	$ 9.90	$ 9.90
Permanent Commercial Roll Off Box Service			
Empty - Permanent, Scheduled	Per Empty	$ 151.00	$ 151.00
Food Compost boxes	Per Empty	$ 128.40	$ 128.40
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS	PLUS
Empty - Permanent, On Call	Per Empty	$ 166.90	$ 166.90
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS	PLUS
Return for Subsequent Collection			
Unable to pick-up bin on normal route service "not due to CITY" (access blocked, too heavy, overfilled etc)	Per Attmept	$ 79.50	$ 79.50
Each subsequent attempt to return and service will be charged an additional fee to recoup costs of having to return to service the bin/box.			
Box Rental Service			
20 cubic yard open box rental	Per Month or Fraction Of	$ 38.65	$ 38.65
30 cubic yard open box rental	Per Month or Fraction Of	$ 50.10	$ 50.10
40 cubic yard open box rental	Per Month or Fraction Of	$ 60.20	$ 60.20
42 cubic yard open box rental	Per Month or Fraction Of	$ 85.80	$ 85.80
42 cubic yard compactor box rental	Per Month or Fraction Of	$ 85.80	$ 85.80
20 cubic yard sludge box rental, box 4392	Per Month or Fraction Of	$ 61.60	$ 61.60
20 cubic yard sludge box rental, box 4393	Per Month or Fraction Of	$ 60.20	$ 60.20
15 cubic yard food compost box	Per Month or Fraction Of	$ 34.35	$ 34.35
Special Service - Additional Service			
Handling locks and/or gates	Per Empty	$ 2.90	$ 2.90
Roll out bin each additional 20 feet	Per Empty	$ 5.80	$ 5.80
Per Box, unscheduled (same day service)	Per Empty	$ 225.75	$ 225.75
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS	PLUS
Per Box, additional empties, same day	Per Empty	$ 190.75	$ 190.75
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS	PLUS
Roll Off Turnaround Fee (added to dump fee)	Per Dump	$ 20.00	$ 20.00

TEMPORARY COMMERCIAL BIN AND BOX SERVICE

The minimum charges for temporary service are monthly rental of the bin/box PLUS one empty charge per month or fraction thereof. If no empty services are provided during the month, the minimum of one empty charge shall be billed to the account.

Temporary Commercial Bin Service (2 cubic yard bin, ONLY)		FY 25-26	FY 26-27
Standard Service			
Prepayment	Per Box	$ 67.25	$ 67.25
Rent	Per Month or Fraction Of	$ 10.70	$ 10.70
Delivery	Per Scheduled Delivery	$ 31.80	$ 31.80
Scheduled Empty	Per Empty or removal	$ 24.75	$ 24.75
Optional Service			
Delivery	Per UNSCHEDULED (same day) Delivery	$ 60.40	$ 60.40
Relocation	Per SCHEDULED Relocation	$ 31.80	$ 31.80
Special Service - Additional Service			
Handling locks and/or gates	Per Empty	$ 2.90	$ 2.90
2 cubic yd. unscheduled (same day service)	Per Empty	$ 54.30	$ 54.30
2 cubic yd. additional empties, same day	Per Empty	$ 39.15	$ 39.15
Temporary Commercial Box Service (15, 20, 30, 40, or 42 cubic yard open boxes)			
Prepayment	Per Box	$ 375.00	$ 375.00
Delivery Service			
Per Box	Per Delivery	$ 79.50	$ 79.50
Per UNSCHEDULED (same day) Per Box	Per Delivery	$ 135.10	$ 135.10
Scheduled, Empty Service	Per Empty	$ 166.90	$ 166.90
County of Tulare Landfill fee and/or green waste/recycling fee charged to the City	Per Empty	PLUS	PLUS
Box Rental Service			
15 cubic yard open box rental	Per Month	$ 34.35	$ 34.35
20 cubic yard open box rental	Per Month	$ 38.65	$ 38.65
30 cubic yard open box rental	Per Month	$ 50.10	$ 50.10
40 cubic yard open box rental	Per Month	$ 60.20	$ 60.20
42 cubic yard open box rental	Per Month	$ 85.80	$ 85.80
Relocation Service (Optional)	Per Box/Per Relocation	$ 79.50	$ 79.50

SPECIAL HAUL SERVICE/SPECIAL BILLING SERVICE

Charges for collection of excessive amounts, or empties at times other than scheduled, or collection of hazardous and/or hard-to-handle waste, or administrative charges for specialized billing will be determined by the director based on the cost of providing those services.

The basis may include, but is not limited to			
Full Time Employee Labor	Per Hour/Per Staff	$ 61.18	$ 64.91
Vehicle Time	Per Hour	$ 9.98	$ 9.98
Full Time Employee Overtime Labor	Per Hour/Per Staff	$ 91.77	$ 97.37

PENALTIES FOR DELINQUENT FEES

Penalty charges for delinquent accounts will be assessed monthly as follows

Each delinquent account more than 30 days past due

Residential - $10.00 Per Month for all charges.

The minimum late charge of $10.00 will be applied to the combined sewer/refuse bill.

Commercial - 10% of the unpaid delinquent balance or $10.00 Per Month, whichever is greater.

The minimum late charge of $10.00 will be applied to the combined sewer/refuse bill.

Property Tax Administration Fee - A property tax administration fee of $50.00 will be assessed.

RE-START FEES FOR ACCOUNTS		**FY 25-26**	**FY 26-27**
The account may have been stopped as a result of delinquency or by customer request.			
Automatic lift container service	Per Re-Start	$ 35.00	$ 35.00
Permanent commercial bin service	Per Re-Start	$ 40.00	$ 40.00
Permanent roll off box service	Per Re-Start	$ 65.00	$ 65.00
RESIDENTIAL VACANCY ADMIN FEE			
The account may have been stopped as a result of delinquency or by customer request.	Per Re-Start	$ 45.00	$ 45.00
CONTAINER CLEANING FEES - Flat Fee per container inclusive of staff time			
Residential Can	Per Container	$ 29.45	$ 29.45
Front Load Bins	Per Container	$ 60.40	$ 60.40
Roll Off Boxes	Per Container	$ 135.10	$ 135.10
ENCLOSURE CLEANING FEES			
Cost is Per Hour/Per Person/Per Enclosure	Per Hour/Per Person/Per Enclosure	$ 80.25	$ 80.25
REPLACEMENT of DAMAGED/ BURNT CANS/BINS			
Residential Can	* Per Container	$ 91.00	$ 108.10
1 yard bin	* Per Container	$ 958.16	$ 992.49
2 yard bin	* Per Container	$ 982.94	$ 984.80
3 yard bin	* Per Container	$ 1,147.34	$ 1,064.94
4 yard bin	* Per Container	$ 1,290.49	$ 1,281.68
6 yard bin	* Per Container	$ 1,810.90	$ 1,421.35
30 yard bin	* Per Container	$ 9,053.20	$ 9,055.07
40 yard bin	* Per Container	$ 9,439.00	$ 9,101.98

* Actual replacement cost to City

REPLACEMENT COST OF MISCELLANEOUS ITEMS (Including Staff Time) **			
Commercial Bin Lid Replacement	Per Container	$ 40.79	$ 41.72
Commercial Bin Lid Replacement - Two Lids	Per Container	$ 81.58	$ 83.45
Key Replacement	Per Key	$ 20.79	$ 21.72
Lock Replacement	Per Lock	$ 32.79	$ 34.66

** Items damaged by City will not be charged replacement cost to customer

FRANCHISE PERMIT FEES - AS ISSUED BY DIRECTOR			
Franchise Permit Fee	Per Box/Per Dump	$35.65	$36.75

Franchises are required to pay their fees quarterly in arrears.

Payments due in January, April, July, and October (Quarterly fees are due and payable in the month following quarter end and must be paid when logs are submitted for the quarter.)

Effective date January 1, 2027

SEWER
SANITARY (Wastewater)

		FY 25-26	FY 26-27
NON-INDUSTRIAL			
Residential	Per Month	$ 26.45	$ 26.45
Senior Citizen Life Line Residential Discount (equals	Per Month	$ 13.25	$ 13.25
Commercial and Retail	Per CCF *	$ 2.36	$ 2.36
Commercial Mixed Complex	Per CCF *	$ 4.01	$ 4.01
Restaurants, Bars and Fraternal Lodges	Per CCF *	$ 5.26	$ 5.26
Laundries	Per CCF *	$ 3.15	$ 3.15
Car Washes	Per CCF *	$ 1.80	$ 1.80
Groceries with garbage grinders	Per CCF *	$ 5.03	$ 5.03
Per Room for Hotels /Motels	Per Month	$ 8.34	$ 8.34
Per Student per School	Per Month	$ 0.86	$ 0.86
Resthomes	Per CCF *	$ 2.36	$ 2.36
* 100% of the Dec., Jan. and Feb. average water consumption. Minimum charge = Residential monthly charge			
SEPTAGE RECEIVING STATION			
Septage receiving station	Per 1,000 Gal	$ 108.96	$ 112.32
Portable toilet and grease trap waste	Per 1,000 Gal	$ 130.90	$ 134.94
INDUSTRIAL			
Flow	Per MG	$ 1,441.74	$ 1,441.74
B.O.D.	Per Lb.	$ 0.25	$ 0.25
Suspended Solids	Per Lb.	$ 0.35	$ 0.35
PERMIT FEES			
Septic Hauler Annual Permit	Per Annum	$ 111.30	$ 114.74
Industrial Waste Discharge Permit	Per Annum	$ 356.17	$ 367.17
PROPERTY TAX ROLL ADMINISTRATION			
Property tax administration fee for placement on the property tax roll.	Per Delinquent Acct	$ 50.00	$ 50.00
SPECIAL SERVICES FEE			
Fees for work such as, but not limited to, debris removal, clearing of catch basins, sanitary sewer mains, or spill clean up in and around storm gutters, drains, and City Right-of-Way. Equipment charged at listed Cal Trans Rates		Direct Rate (Salary & Benefits) and Indirect Rate	Direct Rate (Salary & Benefits) and Indirect Rate
LATE & PENALTY CHARGES			
Non-Industrial			
All charges more than 30 days past due.	Per Month	$ 10.00	$ 10.00
Industrial			
10% of Unpaid Delinquent Balance	Per Month	10%	10%
All charges more than 30 days past due.	Per Month	$ 10.00	$ 10.00
Discharge Penalty			
For discharge in excess of the permitted levels for the month of violation.	Times Normal Charge	200%	200%

SEWER (cont.)
STORM

		FY 25-26	FY 26-27
Each commercial account or each single family residential account or each multi-dwelling unit will			
For Operations & Maintenance	Per 1,000 Sq.Ft. of Parcel Size	$ 0.24	$ 0.24
PLUS, the following monthly charge per account, multi-family dwelling unit,			
Master Plan Improvements	Per Month	$ 0.84	$ 0.84
Correct Existing Deficiencies	Per Month	$ 0.67	$ 0.67
Waterway Acquisition	Per Month	$ 0.51	$ 0.51
Kaweah Lake Enlargement Project and Local Storm	Per Month	$ 0.68	$ 0.70
		$ 2.70	$ 2.72
Late & Penalty Charges			
All charges more than 30 days past due.	Per Month	$ 10.00	$ 10.00
Property Tax Roll Administration			
Property tax administration fee for placement on the property tax roll.	Per Delinquent Acct	$ 50.00	$ 50.00

* Resolution 2013-25 was adopted on April 1, 2013, authorizing a change of use of the Kaweah Dam Enlargement Project Fee and renaming the fee the Kaweah Lake Enlargement Project and Local Storm Water Maintenance Fee. The fee is to be adjusted annually by the amount of change in the USCPI.

CONNECTION FEES
SEWER MAIN FACILITIES CHARGES

		FY 25-26	FY 26-27
FRONT FOOT FEE			
Front Foot	Per Foot	$ 55.90	$ 55.90
SINGLE-FAMILY RESIDENTIAL			
EXISTING LATERAL AND WYE			
Connection of a single-family residential dwelling with an existing lateral and wye to city sewer system.	Per Unit	$ 10,114.00	$ 10,114.00
NON-EXISTING LATERAL AND WYE			
Connection of a single-family residential dwelling with a non-existing lateral and wye to city sewer system.	Per Unit	$ 5,729.00	$ 5,729.00

GROUNDWATER RECHARGE FEE

MONTHLY SERVICE CHARGE

Purpose - The water service charge shall be used for the following:

A. Maintaining existing water rights and acquiring additional water rights.

B. Construction of facilities necessary to apply such water to beneficial use such as groundwater recharge and/or storm water recharge basins, water management structures and facilities and water conservation projects.

C. Eligible planning and engineering projects related to efficient water management activities.

		FY 25-26	FY 26-27
Service Size (in)			
5/8 or 3/4	Residential under 10,000 sq. ft.	$0.63	$0.65
1	Residential over 10,000 sq. ft.	$1.13	$1.16
1 1/2	Commercial	$2.53	$2.61
2	Commercial	$4.52	$4.66
3	Commercial	$10.17	$10.48
4	Commercial	$18.06	$18.62
6	Commercial	$40.67	$41.92
8	Commercial	$72.27	$74.50

TRANSIT

		FY 25-26	FY 26-27
Routes			
General Fare	Per Person	$ 1.75	$ 1.75
Discounted Fare - ADA Certified/Senior/Disabled/Military	Per Person	$ 0.85	$ 0.85
General Day Pass	Per Person	$ 3.50	$ 3.50
Discounted Day Pass - ADA Certified/Senior/Disabled/Military	Per Person	$ 2.50	$ 2.50
General 31 Day Pass	Per Month	$ 50.00	$ 50.00
Discounted 31 Day Pass - ADA Certified/Senior/Disabled/Military	Per Month	$ 30.00	$ 30.00
Children (6 and under) first two children free with adult	Per Person	FREE	FREE
General 7 Day Pass	Per Person	$ 14.00	$ 14.00
Discounted 7 Day Pass - ADA Certified/Senior/Disabled/Military	Per Person	$ 7.50	$ 7.50
HOP Passes - Half off Pass (New rider's only)	Per Person	$ 25.00	$ 25.00
Dial-A-Ride			
General Fare	Per Person	$ 4.00	$ 4.00
Discounted Fare - ADA Certified/Senior/Disabled/Military	Per Person	$ 2.25	$ 2.25
Children (6 and under) first two children free with adult	Per Person	FREE	FREE
ADA 31 Day pass	Per Month	$ 75.00	$ 75.00
Regular 10 Ride Pass	Per Person	$ 40.00	$ 40.00
Discounted 10 Ride Pass - ADA Certified/Senior/Disabled/Military	Per Person	$ 22.50	$ 22.50
V-Line			
General Fare	Per Person	$ 10.00	$ 10.00
Discounted Fare - ADA Certified/Students/Senior/Disabled/Military	Per Person	$ 9.00	$ 9.00
General 10 Ride Pass	Per Pass	$ 90.00	$ 90.00
Discounted 10 Ride Pass- ADA Certified/Senior/Disabled/Military	Per Pass	$ 80.00	$ 80.00
General 20 Ride Pass	Per Pass	$ 160.00	$ 160.00
Discounted 20 Ride Pass - ADA Certified/Senior/Disabled/Military	Per Pass	$ 140.00	$ 140.00
General 40 Ride Pass	Per Pass	$ 280.00	$ 280.00
Discounted 40 Ride Pass - ADA Certified/Senior/Disabled/Military	Per Pass	$ 240.00	$ 240.00
TPass			
General 31 Day pass	Per Pass	$ 55.00	$ 55.00
Discounted General 31 Day pass - ADA Certified/Senior/Disabled/Military	Per Pass	$ 35.00	$ 35.00
Trolley/Bus			
City Rate	Per Hour	$ 147.58	$ 147.58
Non City Rate	Per Hour	$ 162.00	$ 162.00
Rentals that exceed Visalia Transit general service hours and result in additional expenses-a surcharge will apply to the general rate	Per Hour	$ 40.00	$ 40.00
Sequoia Shuttle			
General (round trip)	Per Person	$ 15.00	$ 15.00
General (one way)	Per Person	$ 7.50	$ 7.50
Discounted General One Way for Visalia Residents (must be purchased in person)	Per Person	N/A	$ 5.00
Discounted General Round Trip for Visalia Residents (must be purchased in person)	Per Person	N/A	$ 10.00
Facility Use			
For use of Transit Center's Plaza & or Lobby	Per Day	$250 TO $750	$250 TO $750
Micro Transit	Per Ride	5.00	5.00

TRANSIT (cont.)

		FY 25-26	FY 26-27
Advertising - Buses			
Fixed Route			
One (1) Month Contract			
King Full Side	Per Month	$ 798.00	$ 814.00
King Kong	Per Month	$ 628.00	$ 641.00
King Standard	Per Month	$ 538.00	$ 549.00
Queen Full Side	Per Month	$ 701.00	$ 715.00
Queen Kong	Per Month	$ 487.00	$ 497.00
Queen Standard	Per Month	$ 460.00	$ 469.00
Tail Full Side	Per Month	$ 564.00	$ 575.00
Tail Super	Per Month	$ 548.00	$ 559.00
Tail Standard	Per Month	$ 538.00	$ 549.00
Full Wrap	Per Month	$ 1,782.00	$ 1,818.00
Interior Panels (11" X 17")	Per Month	$ 18.00	$ 19.00
Fixed Route			
Three (3) Month Contract			
King Full Side	Per Month	$ 770.00	$ 785.00
King Kong	Per Month	$ 606.00	$ 618.00
King Standard	Per Month	$ 515.00	$ 525.00
Queen Full Side	Per Month	$ 680.00	$ 694.00
Queen Kong	Per Month	$ 468.00	$ 477.00
Queen Standard	Per Month	$ 440.00	$ 449.00
Tail Full Side	Per Month	$ 544.00	$ 555.00
Tail Super	Per Month	$ 526.00	$ 537.00
Tail Standard	Per Month	$ 515.00	$ 525.00
Full Wrap	Per Month	$ 1,714.00	$ 1,748.00
Interior Panels (11" X 17")	Per Month	$ 18.00	$ 19.00
Six (6) Month Contract			
King Full Side	Per Month	$ 751.00	$ 766.00
King Kong	Per Month	$ 589.00	$ 601.00
King Standard	Per Month	$ 498.00	$ 508.00
Queen Full Side	Per Month	$ 659.00	$ 672.00
Queen Kong	Per Month	$ 455.00	$ 464.00
Queen Standard	Per Month	$ 427.00	$ 436.00
Tail Full Side	Per Month	$ 526.00	$ 537.00
Tail Super	Per Month	$ 509.00	$ 519.00
Tail Standard	Per Month	$ 498.00	$ 508.00
Full Wrap	Per Month	$ 1,655.00	$ 1,688.00
Interior Panels (11" X 17")	Per Month	$ 18.00	$ 19.00
Twelve (12) Month Contract			
King Full Side	Per Month	$ 729.00	$ 744.00
King Kong	Per Month	$ 571.00	$ 582.00
King Standard	Per Month	$ 483.00	$ 493.00
Queen Full Side	Per Month	$ 640.00	$ 653.00
Queen Kong	Per Month	$ 440.00	$ 449.00
Queen Standard	Per Month	$ 413.00	$ 421.00
Tail Full Side	Per Month	$ 510.00	$ 520.00
Tail Super	Per Month	$ 493.00	$ 503.00
Tail Standard	Per Month	$ 483.00	$ 493.00
Full Wrap	Per Month	$ 1,607.00	$ 1,639.00
Interior Panels (11" X 17")	Per Month	$ 18.00	$ 19.00

TRANSIT (cont.)

		FY 25-26	FY 26-27
Advertising - Buses (cont.)			
Dial-A-Ride (DAR)			
Tails	Per Month	$ 218.00	$ 218.00
VLine			
One (1) Month Contract			
VLINE King	Per Month	$ 645.00	$ 658.00
VLINE Full King (no header)	Per Month	$ 1,116.00	$ 1,138.00
VLINE Queen	Per Month	$ 552.00	$ 563.00
VLINE Full Queen (no header)	Per Month	$ 981.00	$ 1,001.00
VLINE Interior Ad	Per Month	$ 22.00	$ 23.00
VLine			
Three (3) Month Contract			
VLINE King	Per Month	$ 619.00	$ 631.00
VLINE Full King (no header)	Per Month	$ 1,079.00	$ 1,101.00
VLINE Queen	Per Month	$ 528.00	$ 539.00
VLINE Full Queen (no header)	Per Month	$ 952.00	$ 971.00
VLINE Interior Ad	Per Month	$ 22.00	$ 23.00
Six (6) Month Contract			
VLINE King	Per Month	$ 598.00	$ 610.00
VLINE Full King (no header)	Per Month	$ 1,051.00	$ 1,072.00
VLINE Queen	Per Month	$ 516.00	$ 523.00
VLINE Full Queen (no header)	Per Month	$ 921.00	$ 939.00
VLINE Interior Ad	Per Month	$ 22.00	$ 23.00
Twelve (12) Month Contract			
VLINE King	Per Month	$ 579.00	$ 591.00
VLINE Full King (no header)	Per Month	$ 1,021.00	$ 1,041.00
VLINE Queen	Per Month	$ 496.00	$ 506.00
VLINE Full Queen (no header)	Per Month	$ 896.00	$ 914.00
VLINE Interior Ad	Per Month	$ 22.00	$ 23.00

No additional monthly discounts due to limited inventory for DAR buses.

Full Payment Discount	Full Amount	5%	5%

Note:
- Non-profit organizations, governmental agencies, and education can also purchase, on a space
- Advertising Agency (15%) discount.

CNG Fuel

The public price per GGE is based on actual costs plus 5%.

EV Chargers

The charge fee per KWH is based on actual cost plus $0.25, to help recover costs.

VISALIA

Proposed Rates & Fees Fiscal Year 2026-27

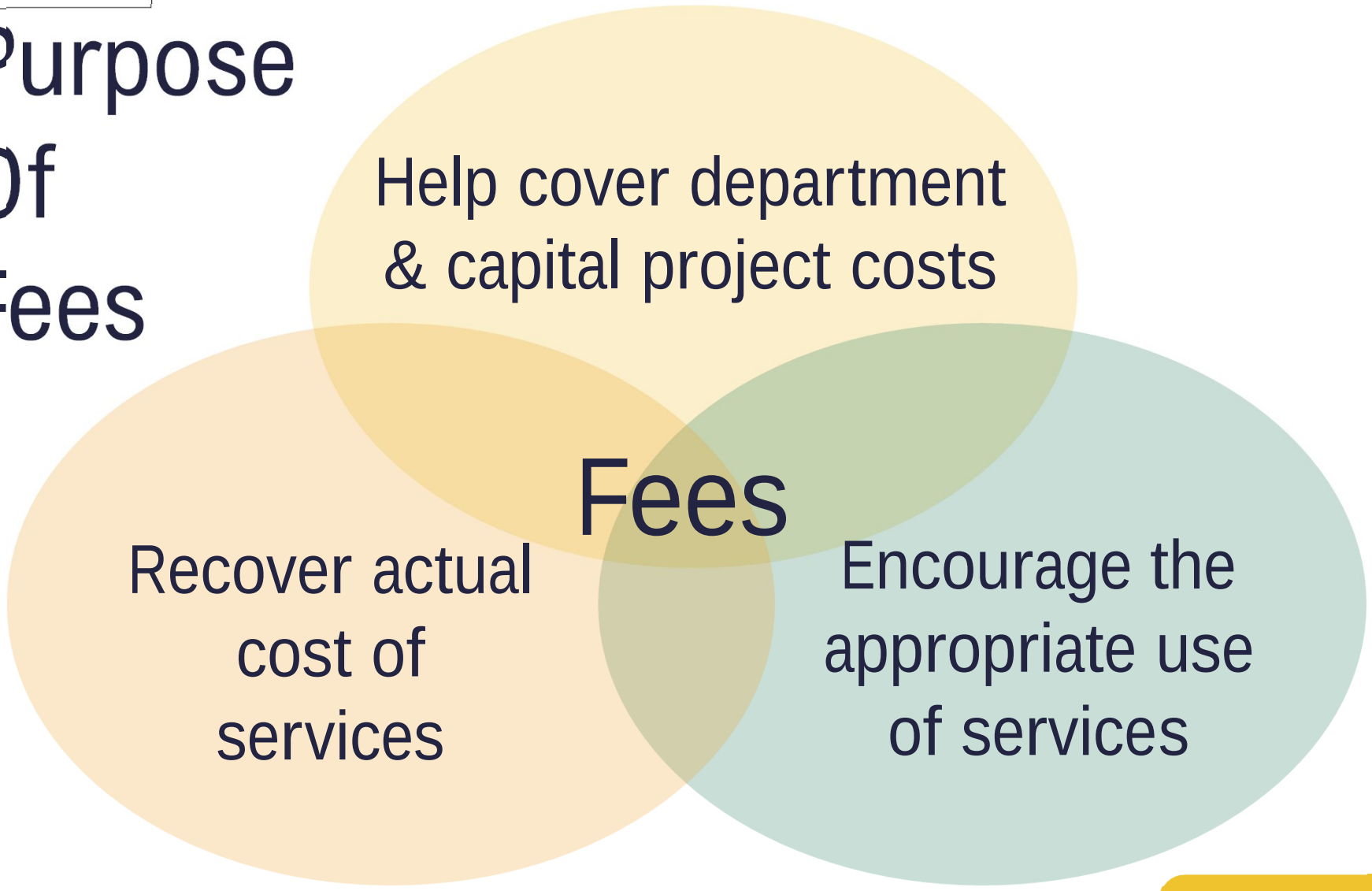


June 1, 2026
Work Session

Tonight's Discussion

- Review FY 2026-27 Proposed Rates & Fees
- Council to provide comments & direction
- No Action Required tonight
- Any concerns or questions from Council tonight, that are not addressed, will be brought back on June 15, 2026, with the Public Hearing

Purpose Of Fees



Why Fees Change

- Ordinance requirements for fee adjustments or fees set by other government agencies.
- Fees for contracted services may change with contract adjustments.
- Fees may increase or decrease with realignment to the cost of service.

Proposed Inflationary Rates

CPI Time Frame	Rate Effective Date	FY 2026-27 Proposed Rate	Applicable Fee
C.C.P.I.-U. Jan-Dec 2025	July 1, 2026	3.09%	All Other Fees
E.N.R.C.C.I. May 2025-April 2026	August 14, 2026	-0.79%	Impact Fees
U.S.C.P.I.-U. Three Year Average	July 1, 2026	3.23%	Business Tax Fees

Rounding of Fees Follow-Up

At Council's direction staff evaluated the feasibility rounding fees.

- The City maintains nearly 1,600 fees with 34% established by ordinance and an additional 18% subject to Prop 218 requirements.
- Cash transactions make up 12% of overall transactions received by City departments.
- Rounding creates compounding variances over time.
- Discrepancies increase annually, reducing the balance between cost recovery and actual costs.

Based on the analysis, staff does not recommend implementing a rounding policy.

Types of Fee Changes for Discussion

- New Fees.
- Increases not required by ordinance that exceed CPI.
- Fees adjusted by less than CPI, decreased, changed due to Salary & Benefit contractual changes, or change in fee description.
- Fees being charged but not previously printed in the document.
- Fees no longer charged and not needed in the document.

Proposed New Fees

Parks & Recreation	FY 25-26	FY 26-27
Non-Visalia Resident	N/A	+25% of Public Rate

This change is applied to all Parks & Recreation fees:

- Picnic Areas and Indoor Facilities
- Athletic Fields and Courts
- Lights, and Concession Stands
- Permits & Staff Fees

*Full listing in Proposed Rates & Fees Document pages 17 - 21

Parks & Recreation would like to implement these new fees on August 10, 2026, to align with the Fall 2026 program registration cycle.

Fees Exceeding CPI Increase

Parks & Recreation - Indoor Facility Fees			FY 25-26	FY 26-27
Facility	Room	Seating Capacity	Capacity $0.35 per person	Capacity $0.50 per person
Anthony Community Center	Room A	40	$14.00	$20.00
345 N Jacob St	Dance Room	20	$7.00	$10.00
	Main Room	200	$70.00	$100.00
	Gymnasium	200	$70.00	$100.00
	Courtyard	85	$29.75	$42.50
Courtyard must be reserved in conjunction with either Gym or Main Room				
Manuel F. Hernandez Center	Gymnasium	200	$70.00	$100.00
247 W Ferguson	Dance Room	15	$5.25	$7.50
	Craft Room	25	$8.75	$12.50

Fees Exceeding CPI Increase

Parks & Recreation - Indoor Facility Fees			FY 25-26	FY 26-27
Facility	Room	Seating Capacity	Capacity $0.35 per person	Capacity $0.50 per person
Visalia Senior Center	Craft Room	30	$10.50	$15.00
310 N Locust	Activity Room	60	$21.00	$30.00
	Main Room	160	$56.00	$80.00
	Patio	50	$17.50	$25.00
Patio must be reserved in conjunction with Activity Room				
Whitendale 630 W. Beech	Main Room	80	$28.00	$40.00

Fees Exceeding CPI Increase

Fire - Equipment		**FY 25-26**	**FY 26-27**
Type 1 Engine/Pumper (FEMA Schedule)	Per Hour	$100.49	$162.44
Fire Truck Aerial Ladder (FEMA Schedule)	Per Hour	$220.55	$260.51
Airport		**FY 25-26**	**FY 26-27**
Overnight Parking - Twin	Per Night	$12.00	$15.00
Solid Waste		**FY 25-26**	**FY 26-27**
Replacement of Damaged/Burnt Cans/Bins			
Residential Can	Per Container	$91.00	$108.10
1 Yard Bin	Per Container	$958.16	$992.49
Replacement Cost of Miscellaneous Items (including Staff Time)			
Key Replacement	Per Key	$20.79	$21.72
Lock Replacement	Per Lock	$32.73	$34.66

Fees Exceeding CPI Increase

Transit - Advertising		FY 25-26	FY 26-27
Fixed Route Buses - Interior Panels (11" x 17")			
One (1) Month Contract	Per Month	$18.00	$19.00
Three (3) Month Contract	Per Month	$18.00	$19.00
Six (6) Month Contract	Per Month	$18.00	$19.00
Twelve (12) Month Contract	Per Month	$18.00	$19.00
VLINE Interior Ad			
One (1) Month Contract	Per Month	$22.00	$23.00
Three (3) Month Contract	Per Month	$22.00	$23.00
Six (6) Month Contract	Per Month	$22.00	$23.00
Twelve (12) Month Contract	Per Month	$22.00	$23.00

Adjusted Fees

General Government & Finance	FY 25-26	FY 26-27
Removal or Change to Tax Roll; Lien Releases - All Departments	$50.00	$50.00

Convention Center		FY 25-26	FY 26-27
Staff Services			
Maintenance/Custodial	Per Hour	$27.00	$28.00
Maintenance/Custodial Overtime after 8 hours & Holidays	Per Hour	$40.00	$41.00
Equipment Rental			
Table - Bare	Each	$11.00	$11.00
Wi-Fi Services			
CAT 5/6 Cable (Ethernet)	Each	$68.00	$70.00

Adjusted Fees

Solid Waste		**FY 25-26**	**FY 26-27**
Replacement of Damaged/Burnt Cans/Bins			
2 Yard Bin	Per Container	$982.94	$984.80
3 Yard Bin	Per Container	$1,147.34	$1,064.94
4 Yard Bin	Per Container	$1,290.49	$1,281.68
6 Yard Bin	Per Container	$1,810.90	$1,421.35
30 Yard Bin	Per Container	$9,053.20	$9,055.07
40 Yard Bin	Per Container	$9,439.00	$9,101.98
Replacement Cost of Miscellaneous Items (including Staff Time)			
Commercial Bin Lid Replacement	Per Container	$40.79	$41.72
Commercial Bin Lid Replacement - Two Lids	Per Container	$81.58	$83.45

Adjusted Fees-Salary & Benefit Changes

Engineering - Grading Permit Fees	FY 25-26	FY 26-27
1 to 100 cubic yards	$92.00	$96.00
101 to 1,000 cubic yards	$92.00	$96.00
PLUS per each additional 100 cubic yards	$23.00	$24.00
1,001 to 10,000 cubic yards	$299.00	$312.00
PLUS per each additional 1,000 cubic yards	$30.00	$32.00
10,001 to 100,000 cubic yards	$569.00	$600.00
PLUS per each additional 10,000 cubic yards	$243.00	$253.00
100,001 cubic yards or more	$2,756.00	$2,877.00
PLUS per each additional 100,000 cubic yards	$243.00	$253.00

Planning - Home Occupation Permit	FY 25-26	FY 26-27
Home Occupation Permit - new	$41.00	$43.00
Home Occupation Permit - change of location	$20.00	$21.00
Short-Term Rental Permit	$41.00	$43.00

Adjusted Fees-Salary & Benefit Changes

Police		FY 25-26	FY 26-27
D.U.I. Incident (Gov Code 53150-53159)	Per Hr/Per Sergeant	$135.31	$143.51
D.U.I. Incident (Gov Code 53150-53159)	Per Hr/Per Officer	$112.98	$120.07
Towed/Stored or Impound Release Fee	Per Vehicle	$175.00	$186.00
Nuisance Cases and Housing Violations (COVMC 15.44.090)	Per Hr/Per Officer	$112.98	$120.07
Fix It Ticket Processing Fee	Per Vehicle	$22.50	$24.00

Solid Waste - Special Haul Service/Special Billing Service		FY 25-26	FY 26-27
Full Time Employee Labor	Per Hour/Per Staff	$61.18	$64.91
Full Time Employee Overtime Labor	Per Hour/Per Staff	$91.77	$97.37

Existing Fees Not in Previous Document

Convention Center		FY 25-26	FY 26-27
Facility Rental			
Exhibit Hall for non-profit move-in/out & turnaround reset (Holidays/Celebrations not included-Commercial Rate will apply)	Fri-Sun Per Day	$1,872.92	$1,931.00
Exhibit Hall for non-profit move-in/out & turnaround reset (Holidays/Celebrations not included-Commercial Rate will apply)	Mon-Thu Per Day	$1,459.31	$1,505.00
Green Room use (move-in/out & turnaround reset)	Per Day	$77.00	$79.00
Equipment Rental			
Bar Stool	Each/Day	$4.00	$4.00
Boom Lift - Lift Operator included (1/2 hr minimum)	Per 1/2 hr	$86.00	$89.00
Lighting - General Wash Exhibit Hall (East Wall)	Per Day	$110.00	$113.00
Marley Floor	Per Day	$240.00	$247.00
Vertical Mast Lift - Lift Operator included (1/2 hr minimum)	Per 1/2 hr	$67.00	$69.00

Deleted Fees

Business Tax - Special Services		FY 25-26	FY 26-27
Reports	Per Page	$0.20	N/A
Copies - Individual copies	Per Sheet	$0.20	N/A
Copies - Duplexed copies	Per Sheet	$0.25	N/A

Fire - Equipment		FY 25-26	FY 26-27
Fire Truck - 75 Foot Aerial Ladder (FEMA Schedule)	Per Hour	$149.92	N/A

Convention Center		FY 25-26	FY 26-27
Equipment Rental			
Forklift/Scissor Lift – with Operator	Per Day	$545.00	N/A
Scissors Lift - with Operator	Per Day	$545.00	N/A

Committee Reviews & Recommendations



Recommended by All

The Next Steps

Public Hearing

Effective Dates upon Approval

June 15, 2026

Follow-up discussion and review, if needed.

Conduct Public Hearing

July 1, 2026

All fees, except Parks & Rec and Impact Fees

August 10, 2026

By request, Parks & Recreation Fees (coordinate with registration)

August 14, 2026

Impact Fees (required 60-day Notice)

Questions



Thank you!

P&R – Picnic Area Fees

		Visalia Resident - Daily Fee			Non-Visalia Resident - Daily Fee *Add 25% to the Resident rate for the corresponding category*					
Park Name and Address	Arbor/Picnic Area	Private (General)	Nonprofit -20% of Private	Commercial +20% of Private	Non-Resident Private (General)	Non-Resident Nonprofit	Non-Resident Commercial	Tables	Capacity	Covered Arbor
Alejandro Ruiz* 639 E Buena Vista	Area #1	$ 28.00	$ 22.00	$ 34.00	$ 35.00	$ 28.00	$ 43.00	4	32	1
	Area #2	$ 28.00	$ 22.00	$ 34.00	$ 35.00	$ 28.00	$ 43.00	4	32	1
	Whole Park**	$ 244.00	$ 195.00	$ 293.00	$ 305.00	$ 244.00	$ 366.00	8	580	2
Blain 3101 S Court St.	Area #1	$ 68.00	$ 54.00	$ 82.00	$ 85.00	$ 68.00	$ 103.00	8	40	1
	Area #3	$ 51.00	$ 41.00	$ 61.00	$ 64.00	$ 51.00	$ 76.00	6	32	1
	Area #4	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	8	49	1
	Whole Park**	$ 398.00	$ 318.00	$ 478.00	$ 498.00	$ 398.00	$ 598.00	22	500	3
Burke* 310 S Burke St.	Whole Park**	$ 204.00	$ 163.00	$ 245.00	$ 255.00	$ 204.00	$ 306.00	0	420	0
Cherry Meadow* 2348 S Pinkham St.	Area #1	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	325	1
Constitution* 1139 S Crenshaw St.	Area #1	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	2	16	1
	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	2	180	1
Fairview* 2695 N Conyer St.	Whole Park**	$ 388.00	$ 310.00	$ 466.00	$ 485.00	$ 388.00	$ 583.00	0	800	0
Houk* 2620 Royal Oaks Dr.	Area #1	$ 38.00	$ 30.00	$ 46.00	$ 48.00	$ 38.00	$ 58.00	6	48	0
	Area #2***	$ 18.00	$ 14.00	$ 22.00	$ 23.00	$ 18.00	$ 28.00	2	16	0
	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	165	0
Jefferson* 700 S Watson St.	Area #1	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	1	8	0
	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	1	250	0
Kiwanis* 1301 S McAuliff	Area #1	$ 94.00	$ 75.00	$ 113.00	$ 118.00	$ 94.00	$ 141.00	2	16	1
	Whole Park**	$ 236.00	$ 189.00	$ 283.00	$ 295.00	$ 236.00	$ 354.00	2	300	1

P&R – Picnic Area Fees

		Visalia Resident - Daily Fee			Non-Visalia Resident - Daily Fee *Add 25% to the Resident rate for the corresponding category*					
Park Name and Address	Arbor/Picnic Area	Private (General)	Nonprofit -20% of Private	Commercial +20% of Private	Non-Resident Private (General)	Non-Resident Nonprofit	Non-Resident Commercial	Tables	Capacity	Covered Arbor
Lincoln Oval* 800 N Court St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	200	0
Lions* 6500 W Ferguson	Area #1	$ 84.00	$ 67.00	$ 101.00	$ 105.00	$ 84.00	$ 126.00	6	48	1
	Whole Park**	$ 264.00	$ 211.00	$ 317.00	$ 330.00	$ 264.00	$ 396.00	0	325	1
Mayors* 1551 W Main St.	Whole Park**	$ 24.00	$ 19.00	$ 29.00	$ 30.00	$ 24.00	$ 36.00	0	45	0
Memorial* 1550 W Main St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	80	0
Miki City* 799 W Mineral King Ave.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	50	0
Mill Creek Garden* 3001 E Mill Creek Pkwy	Whole Park**	$ 281.00	$ 225.00	$ 337.00	$ 351.00	$ 281.00	$ 421.00	0	580	0
Perry Family* 4013 S County Center Dr.	Area #1	$ 65.00	$ 52.00	$ 78.00	$ 81.00	$ 65.00	$ 98.00	4	32	1
	Whole Park**	$ 319.00	$ 255.00	$ 383.00	$ 399.00	$ 319.00	$ 479.00	4	380	1
Plaza 1800 S Plaza Dr.	Area #1**	$ 174.00	$ 139.00	$ 209.00	$ 218.00	$ 174.00	$ 261.00	20	160	0
	Area #2	$ 59.00	$ 47.00	$ 71.00	$ 74.00	$ 59.00	$ 89.00	6	48	0
	Area #3	$ 90.00	$ 72.00	$ 108.00	$ 113.00	$ 90.00	$ 135.00	10	80	0
	Area #4	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	6	48	1
	Area #5	$ 74.00	$ 59.00	$ 89.00	$ 93.00	$ 74.00	$ 111.00	6	48	1
	Area #6	$ 90.00	$ 72.00	$ 108.00	$ 113.00	$ 90.00	$ 135.00	8	64	1
	Area #7	$ 59.00	$ 47.00	$ 71.00	$ 74.00	$ 59.00	$ 89.00	6	48	0
	Area #8	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	Area #9***	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00	3	24	0
	Area #10***	$ 22.00	$ 18.00	$ 26.00	$ 28.00	$ 23.00	$ 33.00	2	16	0
	Area #11***	$ 22.00	$ 18.00	$ 26.00	$ 28.00	$ 23.00	$ 33.00	2	16	0
	Area #12	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00	3	24	0
	Whole Park**	$ 1,165.00	$ 932.00	$ 1,398.00	$ 1,456.00	$ 1,165.00	$ 1,748.00	78	1400	4

P&R – Picnic Area Fees

		Visalia Resident - Daily Fee			Non-Visalia Resident - Daily Fee *Add 25% to the Resident rate for the corresponding category*					
Park Name and Address	Arbor/Picnic Area	Private (General)	Nonprofit -20% of Private	Commercial +20% of Private	Non-Resident Private (General)	Non-Resident Nonprofit	Non-Resident Commercial	Tables	Capacity	Covered Arbor
Recreation*	Area #1	$ 38.00	$ 30.00	$ 46.00	$ 48.00	$ 38.00	$ 58.00	6	48	0
345 N Jacob St.	Whole Park**	$ 223.00	$ 178.00	$ 268.00	$ 279.00	$ 223.00	$ 335.00	6	430	0
Riverbend*	Area #1	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
2534 N Court St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	4	325	1
Riverway Sports Park	Lions Club**	$ 245.00	$ 196.00	$ 294.00	$ 306.00	$ 245.00	$ 368.00	22	176	1
3611 N Dinuba Blvd.	Oak Liquidators	$ 121.00	$ 97.00	$ 145.00	$ 151.00	$ 121.00	$ 181.00	9	72	1
	Food 4 Less	$ 121.00	$ 97.00	$ 145.00	$ 151.00	$ 121.00	$ 181.00	9	72	1
	Area #4	$ 121.00	$ 97.00	$ 145.00	$ 151.00	$ 121.00	$ 181.00	9	72	1
	Area #5	$ 121.00	$ 97.00	$ 145.00	$ 151.00	$ 121.00	$ 181.00	9	72	1
Riverway -	Up to 50 People	$ 54.00	$ 43.00	$ 65.00	$ 68.00	$ 54.00	$ 81.00	0	50	0
Special Events	51-100 People	$ 91.00	$ 73.00	$ 109.00	$ 114.00	$ 91.00	$ 136.00	0	100	0
Promenade**	101-200 people	$ 163.00	$ 130.00	$ 196.00	$ 204.00	$ 163.00	$ 245.00	0	200	0
	201-300 people	$ 237.00	$ 190.00	$ 284.00	$ 296.00	$ 238.00	$ 355.00	0	300	0
	301-400 people	$ 309.00	$ 247.00	$ 371.00	$ 386.00	$ 309.00	$ 464.00	0	400	0
	401-500 people	$ 382.00	$ 306.00	$ 458.00	$ 478.00	$ 383.00	$ 573.00	0	500	0
Rotary*										
1600 S Divisadero	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	180	0
Seven Oaks*	Area #1	$ 47.00	$ 38.00	$ 56.00	$ 59.00	$ 48.00	$ 70.00	4	32	1
	Whole Park**	$ 445.00	$ 356.00	$ 534.00	$ 556.00	$ 445.00	$ 668.00	4	800	1
Soroptimist*	Area #1	$ 71.00	$ 57.00	$ 85.00	$ 89.00	$ 71.00	$ 106.00	1	8	1
625 E Douglas	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	1	290	1

P&R – Picnic Area Fees

		Visalia Resident - Daily Fee			Non-Visalia Resident - Daily Fee *Add 25% to the Resident rate for the corresponding category*				
Park Name and Address	Arbor/Picnic Area	Private (General)	Nonprofit -20% of Private	Commercial +20% of Private	Non-Resident Private (General)	Non-Resident Nonprofit	Non-Resident Commercial	Tables	Capacity	Covered Arbor
Stonebrook*										
1200 W Hemlock	Whole Park**	$ 388.00	$ 310.00	$ 466.00	$ 485.00	$ 388.00	$ 583.00	0	800	0
Summers*	Area #1*	$ 69.00	$ 55.00	$ 83.00	$ 86.00	$ 69.00	$ 104.00	2	16	0
247 W Ferguson	Whole Park**	$ 183.00	$ 146.00	$ 220.00	$ 229.00	$ 183.00	$ 275.00	2	250	0
Sunset	Area #1	$ 69.00	$ 55.00	$ 83.00	$ 86.00	$ 69.00	$ 104.00	3	24	0
5743 W Lisendra Dr.	Whole Park**	$ 597.00	$ 478.00	$ 716.00	$ 746.00	$ 598.00	$ 895.00	3	1000	0
Village Park*										
2695 N Conyer St.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	75	0
Whitendale	Area #1	$ 82.00	$ 66.00	$ 98.00	$ 103.00	$ 83.00	$ 123.00	8	64	1
500 W Beech	Area #2	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	Area #3	$ 66.00	$ 53.00	$ 79.00	$ 83.00	$ 66.00	$ 99.00	6	48	1
	All Arbors**	$ 203.00	$ 162.00	$ 244.00	$ 254.00	$ 203.00	$ 305.00	20	160	3
	Whole Park**	$ 371.00	$ 297.00	$ 445.00	$ 464.00	$ 371.00	$ 556.00	20	450	3
Willow Glen*										
5200 W Hurley Ave.	Whole Park**	$ 142.00	$ 114.00	$ 170.00	$ 178.00	$ 143.00	$ 213.00	0	290	0
Woodland*	Area #1*	$ 23.00	$ 18.00	$ 28.00	$ 29.00	$ 23.00	$ 35.00	4	32	1
1701 N Woodland	Whole Park**	$ 154.00	$ 123.00	$ 185.00	$ 193.00	$ 154.00	$ 231.00	4	392	1
Garden Street Plaza*,**	Up to 50 People	$ 37.00	$ 30.00	$ 44.00	$ 46.00	$ 38.00	$ 55.00	0	50	0
300 E Main St.	51-100 people	$ 65.00	$ 52.00	$ 78.00	$ 81.00	$ 65.00	$ 98.00	0	100	0
	101-200 people	$ 123.00	$ 98.00	$ 148.00	$ 154.00	$ 123.00	$ 185.00	0	200	0
	201-300 people	$ 182.00	$ 146.00	$ 218.00	$ 228.00	$ 183.00	$ 273.00	0	300	0
	301-400 people	$ 240.00	$ 192.00	$ 288.00	$ 300.00	$ 240.00	$ 360.00	0	400	0
	Main & Garden Lot	$ 37.00	$ 30.00	$ 44.00	$ 46.00	$ 38.00	$ 55.00	0	50	0

P&R – Picnic Area Fees

Additional Fees

	Visalia Resident Rate	Non-Visalia Resident Rate
Alcohol Permit w/ required Park Arbor Reservation - *not permitted at Riverway Sports Park*	$ 28.00	$ 35.00
Amusement Permit w/ required Park Arbor Reservation - *only allowed in specific park areas*	$ 12.00	$ 15.00
Special Event Use Permit w/ required Park reservation - *use of park open space for an event, rentals over capacity of an arbor space, and/or events open to the public*	$ 33.00	$ 41.25
Special Event Alcohol Permit w/ Special Event Reservation - *distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Not permitted at events held at Riverway Sports Park*	$ 42.00	$ 52.50
access	$ 33.00	$ 41.25
Portable Restroom w/ Cleaning Deposit - *required at locations identified above ** and Special Event rentals*	Direct Cost	Direct Cost
	TBD by event size & scope	TBD by event size & scope

P&R - Indoor Facility Fees

Facility	Room	Seating Capacity	Capacity $0.50 /person	Labor Cost per hour	Visalia Resident - Rate Per Hour: Private	Non-Profit -20%	Commercial +20%	Non-Visalia Resident - Rate Per Hour (Add 25% to the Resident rate for the corresponding category): Non-Resident Private	Non-Resident Non-Profit -20%	Non-Resident Commercial +20%
Anthony	Room A	40	$ 20.00	$ 20.02	$ 40.00	$ 32.00	$ 48.00	$ 50.00	$ 40.00	$ 60.00
Community Center	Dance Room	20	$ 10.00	$ 20.02	$ 30.00	$ 24.00	$ 36.00	$ 38.00	$ 30.00	$ 45.00
345 N Jacob St	Main Room	200	$ 100.00	$ 20.02	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
	Gymnasium	200	$ 100.00	$ 20.02	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
	Courtyard	85	$ 42.50	-	$ 43.00	$ 34.50	$ 51.50	$ 54.00	$ 43.00	$ 64.00
	Courtyard must be reserved in conjunction with either Gym or Main Room									
Manuel F.	Gymnasium	200	$ 100.00	$ 20.02	$ 120.00	$ 96.00	$ 144.00	$ 150.00	$ 120.00	$ 180.00
Hernandez Center	Dance Room	15	$ 7.50	$ 20.02	$ 28.00	$ 22.50	$ 33.50	$ 35.00	$ 28.00	$ 42.00
247 W Ferguson	Craft Room	25	$ 12.50	$ 20.02	$ 33.00	$ 26.50	$ 39.50	$ 41.00	$ 33.00	$ 49.00
Visalia Senior	Craft Room	30	$ 15.00	$ 20.02	$ 35.00	$ 28.00	$ 42.00	$ 44.00	$ 35.00	$ 53.00
Center	Activity Room	60	$ 30.00	$ 20.02	$ 50.00	$ 40.00	$ 60.00	$ 63.00	$ 50.00	$ 75.00
310 N Locust	Main Room	160	$ 80.00	$ 20.02	$ 100.00	$ 80.00	$ 120.00	$ 125.00	$ 100.00	$ 150.00
	Patio	50	$ 25.00	-	$ 25.00	$ 20.00	$ 30.00	$ 31.00	$ 25.00	$ 38.00
	Patio must be reserved in conjunction with Activity Room									
Whitendale 630 W. Beech	Main Room	80	$ 40.00	$ 20.02	$ 60.00	$ 48.00	$ 72.00	$ 75.00	$ 60.00	$ 90.00

P&R - Indoor Facility Fees

Additional Fees				
Deposit	$50 - $1,000 depending on event size, type, and if alcohol will be served			
Security	Direct cost per hour per guard (City will utilize contracted services to arrange security for rentals)			
Alcohol Permit		$	28.00	per event, insurance and security required for all rentals with alcohol
Alcohol Permit Non-Visalia Resident		$	35.00	
Notes				
Non-Visalia Resident Rate	Calculated at 25% above the corresponding Visalia Resident fee.			

P&R – Athletic & Misc Facility Fees

Athletic Field Rentals

	Visalia Resident - Rate per hour per field				Non-Visalia Resident - Rate per hour *Add 25% to the Resident rate for the corresponding category*			
	Private	Non-Profit -20%	Commercial +20%	Tournaments*	Private	Non-Profit -20%	Commercial +20%	Tournaments*
Athletic Field								
All Parks - Field Rental	$ 18.00	$14.00	$ 22.00	$29.00	$ 23.00	$ 18.00	$ 28.00	$ 36.00
Riverway Sports Park – Special Event Promenade - Athletic Use	$ 36.00	$29.00	$ 43.00	$56.00	$ 45.00	$ 36.00	$ 54.00	$ 70.00
Additional Fees - Athletic Field Lights								
Riverway Sports Park - Baseball	$ 21.00	$17.00	$ 25.00	$33.00	$ 26.00	$ 21.00	$ 31.00	$ 41.00
Riverway Sports Park - Softball	$ 24.00	$19.00	$ 29.00	$38.00	$ 30.00	$ 24.00	$ 36.00	$ 48.00
Riverway Sports Park - Saputo Sports Field	$ 17.00	$14.00	$ 20.00	$26.00	$ 21.00	$ 18.00	$ 25.00	$ 33.00
Riverway Sports Park - Soccer Fields	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Plaza Park - Ballfields #2 & #3	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Plaza Park - Ballfields #1 & #4 (2 hr minimum)	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
Jefferson Park - Multifield	$ 27.00	$22.00	$ 32.00	$42.00	$ 34.00	$ 28.00	$ 40.00	$ 53.00
	Visalia Resident - Rate per day				**Non-Visalia Resident - Rate per day** *Add 25% to the Resident rate for the corresponding category*			
Concession Stands								
All Parks	$ 110.00	$88.00	$ 132.00	$172	$ 138.00	$ 110.00	$ 165.00	$ 215.00

P&R – Athletic & Misc Facility Fees

Park Athletic Courts

Court	Visalia Resident - Rate per hour per court				Non-Visalia Resident - Rate per hour per court *Add 25% to the Resident rate for the corresponding category*			
	Private	Non-Profit -20%	Commercial +20%	Tournaments*	Private	Non-Profit -20%	Commercial +20%	Tournaments*
Tennis Courts	$ 9.00	$7.00	$ 11.00	$14.00	$ 11.00	$ 9.00	$ 14.00	$ 18.00
Pickleball Courts	$ 9.00	$7.00	$ 11.00	$14.00	$ 11.00	$ 9.00	$ 14.00	$ 18.00
Outdoor Basketball	$ 7.00	$6.00	$ 8.00	$10.00	$ 9.00	$ 8.00	$ 10.00	$ 13.00
Outdoor Volleyball	$ 7.00	$6.00	$ 8.00	$10.00	$ 9.00	$ 8.00	$ 10.00	$ 13.00
	Visalia Resident - Rate per pit per day				**Non-Visalia Resident - Rate per pit per day** *Add 25% to the Resident rate for the corresponding category*			
Horseshoe Pit	$ 17.00	$14.00	$ 20.00	$26.00	$ 21.00	$ 18.00	$ 25.00	$ 33.00

Additional Fees	Visalia Resident - Rate	Non-Visalia Resident - Rate
Special Event Use Permit w/ required facility reservation - Use of facility open space for an event, rentals over capacity of an arbor space, and/or events open to the public.	$ 33.00	$ 41.00
Special Event Alcohol Permit w/ Special Event Reservation - Distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Excludes events held at Riverway Sports Park	$ 42.00	$ 53.00
Park Staff Fee - Required when staff must perform tasks specifically for reservation e.g. unlocking drop gate, marking irrigation for turf access.	$ 33.00	$ 41.00

P&R – Athletic & Misc Facility Fees

Miscellaneous Facilities

	Visalia Resident - Rate per day			Non- Visalia Resident - Rate per day (Add 25% to the Resident rate for the corresponding category)		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
Dog Park* at Plaza Park and Seven Oaks Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Skate Park* at Recreation Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Disc Golf Course at Seven Oaks Park	$ 221.00	$177.00	$ 265.00	$ 276.00	$ 221.00	$ 331.00
Trails	$ 111.00	$89.00	$ 133.00	$ 139.00	$ 111.00	$ 166.00

**Requires Parks & Recreation Commission authority to close facility for private or special event use.*

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Special Event Use Permit w/ required facility reservation - Use of facility open space for an event, rentals over capacity of an arbor space, and/or events open to the public	$ 33.00	$ 41.00
Special Event Alcohol Permit w/ Special Event Reservation - Distribution or sale of alcohol at an event that has been determined to be a Special Event. Organizer must also obtain any required County or State permits. Excludes events held at Riverway Sports Park	$ 42.00	$ 53.00
Park Staff Fee - Required when staff must perform tasks specifically for reservation e.g. unlocking drop gate, marking irrigation for turf access.	$ 33.00	$ 41.00

P&R – Athletic & Misc Facility Fees

Pool Rentals – *2 hour minimum rental*

Visalia Resident - Rate

Amount of Guests	**Cost for first two hours**			**Cost per additional hour**		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
1-25 people	$ 266.00	$ 213.00	$ 319.00	$ 107.00	$ 86.00	$ 128.00
26-60 people	$ 314.00	$ 251.00	$ 377.00	$ 133.00	$ 106.00	$ 160.00
61-100 people	$ 361.00	$ 289.00	$ 433.00	$ 160.00	$ 128.00	$ 192.00
101-150 people	$ 410.00	$ 328.00	$ 492.00	$ 186.00	$ 149.00	$ 223.00
151-200 people	$ 457.00	$ 366.00	$ 548.00	$ 213.00	$ 170.00	$ 256.00
201+ people	$ 506.00	$ 405.00	$ 607.00	$ 240.00	$ 192.00	$ 288.00

Non-Visalia Resident - Rate

Add 25% to the Resident rate for the corresponding category

Amount of Guests	**Cost for first two hours**			**Cost per additional hour**		
	Private	Non-Profit -20%	Commercial +20%	Private	Non-Profit -20%	Commercial +20%
1-25 people	$ 333	$ 266	$ 399	$ 134	$ 108	$ 160
26-60 people	$ 393	$ 314	$ 471	$ 166	$ 133	$ 200
61-100 people	$ 451	$ 361	$ 541	$ 200	$ 160	$ 240
101-150 people	$ 513	$ 410	$ 615	$ 233	$ 186	$ 279
151-200 people	$ 571	$ 458	$ 685	$ 266	$ 213	$ 320
201+ people	$ 633	$ 506	$ 759	$ 300	$ 240	$ 360

Additional Fees	**Visalia Resident - Rate**	**Non-Visalia Resident - Rate**
Deposit	$100	$125

Visalia City Council

Staff Report

File #: 25-0839 **Agenda Date:** 6/1/2026 **Agenda #:** 4.

Agenda Item Wording:
Narrow lot subdivision discussion - Provide staff direction with respect to narrow lot subdivisions, including, but not limited to: establishing objective subdivision design standards; amending the Planned Residential Development ordinance; amending Engineering standards; and amending City street tree standards.

Agenda Date: 06/01/2026

Prepared by:
Jarred Olsen, AICP, Principal Planner, jarred.olsen@visalia.gov, (559) 713-4449
Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.gov, (559) 713-4025

Department Recommendation: Receive the staff report and presentation and provide staff with direction on a zoning and/or subdivision ordinance amendment to the Planned Development Standards, Single-Family Residential Objective Design Standards, and Subdivision Design Standards.

Summary:
Staff has received recent development concepts for narrow lot subdivisions, which staff defines as subdivisions with lots that are below the City's non-Planned Residential Development (PRD) threshold of 3,600 square feet, wherein a two-car garage becomes the predominant streetscape feature of the residence, and typically precluding any lower-story windows associated with the living space from facing the street frontage. Just in the last few months, the lot widths proposed on two new residential subdivisions with detached units submitted to the City have been proposed with 33-foot widths, a figure which is unprecedented in recent times. Staff has concerns that various factors stemming from this type of product will lead to reduced livability, which is described further below.

The purpose of this work session is to review the narrow lot residential development concept and to provide the City Council with Planning Commission's consensus, observations, and recommendations pertaining to this emerging residential development concept.

Background Discussion:
Single family residential subdivisions that do not propose to meet the applicable zoning and subdivision requirements with respect to lot widths, lot area, the use of private streets, etc., require the approval of a Planned Residential Development (PRD) permit, which generally follow the same process as a Conditional Use Permit through a public hearing.

A PRD permit allows for deviations from subdivision and zoning standards in which the PRD is proposed, while allowing the City to impose special conditions on the project as appropriate. The intent of allowing these deviations is to allow the City to weigh the intended benefits on the project (such as increased density, more affordable design, or preserving important natural features) with the

degree to which the application requests deviations from the standards of the underlying zoning district or subdivision design standards.

To date, the City has processed three tentative maps with lots narrower than 46 feet, the minimum width that is allowed without the approval of a Planned Residential Development permit. Two residential subdivision applications with lots approximately 33 feet in width have been submitted in 2026, so far these two residential maps have not yet been reviewed by the Planning Commission, and the City anticipates receiving another within the year. In total, developments with lots narrower than 46 feet would equate to over 1,400 lots. Given the relatively quick procession in receipt of these applications, the City anticipates receiving more of these subdivisions as developers are moving to increase density. This in turn impacts good neighborhood design by causing a development to spread land acquisition costs across more dwellings, increasing both affordability and market reach, which may result in neighborhoods and residents feeling “packed in” rather than being part of a community.

While staff understands that increased density allows for land acquisition and development costs to be spread across more dwellings, staff has concerns that the contemporary detached single-family residential unit, with a street-loaded garage subdivision concept, is reaching an attractiveness limit with respect to density.

This report seeks comments, input and potential direction the City Council to determine if additional codified residential design standards should be considered and potentially incorporated to ensure that small lot residential developments balance density with neighborhood livability.

Discussion:
Recently, residential development proposals have increasingly utilized smaller lot configurations as a means of achieving higher densities. While increased density can support broader housing goals, such as, affordability, efficient land use, and reduced urban sprawl, staff has concerns that excessively small lot sizes may create unintended impacts on neighborhood quality, functionality, and long-term sustainability.

This work session staff report seeks input on considerations associated with narrow / small-lot development patterns and identify approaches on how best to address this type of residential development to ensure that new neighborhoods remain desirable, functional, and aligned with the City’s long-term planning objectives.

STREETSCAPE AND VISUAL CHARACTER IMPACTS:

While density is an important component of housing policy, it should not be pursued at the expense of neighborhood livability and vitality. Developments characterized by extremely narrow and/or small lots may often lack adequate private outdoor space, which can diminish residents’ quality of life and reduce overall neighborhood appeal. In addition, with narrow, traditional-shaped lots that strive to facilitate a contemporary residential unit layout (i.e., detached residences with attached garages fronting the street), this may present interfacing issues with the public right-of-way-with increased driveway density, less on-street parking and limits on street tree planting in the parkway space. Staff’s concern with these narrow lots is that the constrained space leaves little room, if any, for amenities that make neighborhoods livable.

Staff’s assessment, based on preliminary reviews of recent narrow lot development submittals, is that

many narrow lot subdivisions appear to emphasize a streetscape in which garages, rather than habitable living space, become the predominant and most visible architectural feature of the neighborhood. When garages occupy a majority of the primary streetscape within a neighborhood, the "public realm" becomes visually dominated by blank garage doors, driveways surfaces, and minimal architectural articulation along the streetscape. This has the potential to also result in neighborhoods that lack visual interest, human scale, community connectivity and a sense of place. This occurs when front doors are no longer visible and accessible from the street, and residential design elements such as porches, stoops, windows and active living space are diminished and pushed further back from the street. As a result, neighborhoods may feel less inviting and less safe for pedestrians due to the absence of "eyes on the street". Instead of engaging residential frontages, the streetscape can feel more akin to an access corridor for vehicles rather than a vibrant livable neighborhood.

To ascertain how other communities are addressing narrow and small lot residential designs, staff reviewed other jurisdictions' narrow and small lot design aspects and concludes that there are several design options that can be required to reduce the visual dominance of garages and promote a more pedestrian-oriented streetscape. Staff reviewed three small lot designs in the communities of Clovis, Rancho Cordova, and San Luis Obispo. These developments emphasize well-designed neighborhoods that incorporate both efficient land use and functional living environments. The design measures included:

- Requiring rear-loaded or alley-loaded garage configurations.
- Incorporating front porches, stoops, and articulated entries as prominent design features along the local streetscape.
- Promoting varied architectural elevations to avoid repetitive garage-dominant designs.
- Requiring garage setbacks behind the primary front wall of the home.

Addressing garage-dominant design is critical to ensuring that higher-density neighborhoods remain visually appealing, pedestrian-friendly, and consistent with the City's goals. Without standards, small-lot subdivisions may create residential environments that prioritize vehicle storage over neighborhood livability.

STREET TREES:

As we are all aware, Visalia is not a coastal city. In general, summers are significantly warmer and less windy than coastal cities. As a result, the need for street trees is greater to help reduce heating of paved surfaces. Aesthetically and functionally, street trees generally improve property values and decrease summer cooling utility bills.

The City's General Plan contains two objectives with respect to sidewalks where street trees are generally located:

- Objective T-O-8 - "Encourage walking and bicycling in Visalia for commuting and recreational purposes, and for improvement of public and environmental health".
- Objective T-O-9 "Promote non-motorized accessibility through development of a connected, convenient pedestrian and bikeway network."

The City's Active Transportation Plan, adopted in 2017, contains Policy 6.5, which directs the City to "[*consider a program for installing shade trees along streets where currently little or none exist to*

encourage walking." This policy was adopted in order to meet the objective: "*Encourage methods to increase pedestrian access and mobility for all ages and abilities.*"

The City street tree ordinance references guidelines for street tree spacing. Generally, on a minimum 50-foot-wide lot, one to two street trees are planted per interior residential lot, and three to five for corner residential lots. With respect to other infrastructure, street trees need to be spaced away from the following elements:

- Driveways and water and sewer lines - 5 feet
- Streetlights - 20 feet
- Fire hydrants - 10 feet
- Other street trees - 25 to 45 feet apart, depending on size

Given that every traditional style home needs a driveway and requires individual water and sewer lines, these constraints significantly narrow where street trees may be placed, and some lots are not able to have a street tree. With respect to narrow lots, staff has determined that strict compliance with these standards would likely result in at most one tree for every two interior lots (i.e. 0.5 trees per home).

PARKING:

The Zoning Ordinance requires two parking spaces for every single-family residence, with a minimum of one in a garage. All required parking spaces must be located outside of the required front yard or side street setbacks (22 feet for typical lots; 20 feet for curvilinear lots). To ensure adequate parking is provided for both residents and guests of a PRD, the City's adopted Residential Objective Design Standards requires PRDs to provide off-street parking at a ratio of one stall for every four units where on-street parking is not provided.

Between 2015 and 2024, the American Community Survey (ACS) identifies that the largest growing housing segment, by number of bedrooms, are dwellings with four (+28%) and five (+34%) bedrooms.[1] As shown below in Table 1, the data in the 2024 ACS identifies that around fifty percent of households with three or more persons households have more than two vehicles.

Table 1. Share of Households by Number of Persons and Vehicles Available

	Persons per Household			
Vehicle(s) Available	**1-Person**	**2-Person**	**3-Person**	**4+ Person**
0	10%	1%	3%	1%
1	70%	24%	9%	16%
2	13%	57%	35%	40%
3	4%	15%	36%	25%
4+	3%	3%	17%	17%

The data above shows that parking demand increases as number of bedrooms increases, while not surprising, it demonstrates that there can be a strain on "on-street parking" as single-family residences are only required to provide two parking spaces (one of which can be uncovered). While most homes are built with two car garages and space available for vehicles to park in the driveway, the City does not have any ordinances mandating that those garages be used for parking. In most cases, garages may commonly be used for additional storage rather than the intended use. In

addition, there are some residential developments that provide homes marketed as “multi-generational”, designed to accommodate families with extended family members or older children who live at home-both of which are usually of age to drive and own a vehicle. Lastly, State law requires the City to permit the conversion of garages into living spaces as Junior Accessory Dwelling Units (which would likely increase the demand for spaces to park) and affords the City no ability to require replacement parking.

Exhibit 5 of Attachment A depicts a diagram of a 33-foot-wide lot with a minimally-compliant driveway - 18 feet wide intended to accommodate a two-car garage. This concept meets most of Engineering standards, with the exception of a 50 percent maximum frontage allowance (i.e. a drive approach cannot exceed 50 percent of the lot width; here it is 54% of the lot width).

A driveway meeting the minimum width requirement, when opposed from an adjacent lot’s driveway, provides space on the street for only one vehicle of such length (i.e. 22-foot length). Additionally, the minimum width drive approach connecting to a driveway would provide sufficient space for two cars. There would be no space for an on-street space between two lots with abutting driveways. (In the illustration above, there is only 8 feet between abutting driveways whereas a minimum of 18 feet is needed to accommodate a car.)

Analyzing all of the above information, significantly increasing driveway density may lead to a significant reduction in on-street parking spaces, which in turn could result in illegal parking, such as parking in the front yard, cars obscuring the sidewalk or street when stacked in the driveway, or cars blocking sidewalks, driveways, and fire hydrants. While this is typically handled in an informal fashion, the City handles many complaints each year with respect to parking. Staff has concerns that if these lot patterns are dedicated to the City, City staff would see a higher complaint rate than that of a code-compliant subdivision.

DESIGN ALTERNATIVE: ALLEYS AND PASEOS FOR NARROW LOT SUBDIVISIONS:

Typically seen in subdivisions developed in the early 20th century, but now gaining in popularity in other metros in California, homes whose garages face an alley, thereby allowing the home’s living space to be the predominate feature along the local streetscape, present a significant benefit by focusing driveways as well as most utilities to be relocated to the rear of the property. This could significantly free up parkway real estate for street trees and enhance the human quality of making a neighborhood livable for its residents. Alley-loaded garages would allow for the parkway to meet a higher street tree density while meeting requirements for fire hydrant and streetlight spacing. Additionally, on-street parking would be maximally provided. It would also provide significant relief to the City’s solid waste division during collection days as alley parking is prohibited. On the next several pages are aerials and photographs of small lot developments that utilize alleys which allow living spaces to be the predominate feature along the local streetscape.

DISCUSSION WITH PLANNING COMMISSION:

On May 11, 2026, staff discussed this topic at a work session with Planning Commission. Staff posed the following questions to the Commission:

1. At what point does lot width or lot size begin to negatively impact the functionality and appearance of a neighborhood and what objective standards could be considered to establish that threshold?

2. Should additional residential design features be required in small lot/narrow lot subdivisions to ensure homes contribute positively to the streetscape rather than creating garage dominated neighborhoods?
3. How important is it maintaining visible and accessible front doors, porches, windows, and other pedestrian oriented design elements when a small lot and/or narrow lot subdivision is proposed?
4. Should the City prioritize preservation of on-street parking opportunities when evaluating narrow lot subdivisions?
5. Should narrow lot subdivisions be designed differently than traditional subdivisions? If so, what specific design approaches should the City encourage or require?
6. Should alley-loaded garages or rear-loaded access be required in order to improve streetscape design when narrow lot subdivisions are proposed?
7. Should the City revise the adopted objective criteria for planned residential developments to further enhance residential homes appearance for small lot/narrow lot residential subdivisions?
8. Should the City establish a minimum private open space standard, in terms of minimum dimension and minimum area?
9. Should the City enforce its maximum driveway frontage of 50 percent on all public streets?
10. Should the City require private streets be owned and maintained by a Homeowner's Association where deviations to City standards are requested?
11. Should the Engineering Division review their standards and make modifications, such as to drive approach standards, as necessary to accommodate these projects?
12. Should the City convert its street tree guidelines to a standard?
13. Any additional input that the Planning Commission would like to provide the City Council regarding the overall future of small lot/narrow lot subdivisions?

While Planning Commissioners were not able to answer all of the questions, they shared their concerns over a lack of ground floor windows looking out onto the public way, on-street parking constraints, concerns over solid waste and fire access, and lack of adequate shading.

Resident Jim Reeves expressed concern and said that minimum standards should be held; narrow lots should make up no more than 20% of a subdivision; narrow lots should be alley accessed, no private open space standard should be required; parking should not be prioritized; Engineering standards should not be modified; street tree guidelines should not be a standard; and that additional residential design features should be added when narrow lots are proposed.

In response, staff would like to mention that a Planned Residential Development, which all narrow lot subdivisions would be processed under, currently would not be subject to any limit, either as a percentage or absolute maximum. The City could, through a zoning ordinance amendment, establish

an absolute lot width minimum that could only be deviated under unique circumstances (e.g. an oddly -shaped lot not caused by the developer or a predecessor-in-interest). Additional residential design features would require an amendment to the Objective Design Standards that Council adopted in April 2025. Lastly, the City must allow residential developments within the prescribed density range allowed in the Low Density Residential land use designation (2 to 10 dwelling units per acre), but can prescribe development standards on how to get there. There is no requirement in the land use designation that detached single-family residences be proposed; as discussed in the General Plan, *"duplex units, townhouses, and small-lot detached housing may be incorporated as part of Low Density Residential developments."*

Local engineer Steve Macias expressed concern that if the City were to require such projects to have alleys, construction material and maintenance costs would increase.

Staff would like to mention that the City could require off-street parking clusters if insufficient guest parking is provided. This would likely result in increased construction and maintenance costs, which the City would require a homeowner's association to be formed to fund the maintenance thereof.

NEXT STEPS
Should Council wish to direct staff to pursue an ordinance or objective design standards amendments, staff will meet with stakeholders to discuss. After completion of the outreach, staff would bring a proposal to a public hearing with Planning Commission for their recommendation prior to bringing forth the item for your review and approval.

Fiscal Impact including annual maintenance and operating costs: None at this time.

Prior Council Action: On April 29, 2025 and July 23, 2025, Council approved and adopted Single-Family Residential Objective Design Standards and an ordinance to implement those standards, respectively.

Alternatives: Per Council direction.

Recommended Motion (and Alternative Motions if expected):
I move to direct staff to begin drafting ordinance and objective design standards amendments to address narrow and/or small lot design and to conduct outreach with stakeholders to discuss the proposed amendments.

Environmental Assessment Status: N/A

CEQA Review: The requested action, directing staff to prepare an ordinance amendment for review, would be considered not a project under the California Environmental Quality Act (CEQA) because any proposed zoning or subdivision ordinance amendment would not cause either a direct or a reasonably foreseeable indirect physical change in the environment. Once an ordinance amendment is brought back to your Council, it will be reviewed for environmental impacts under CEQA.

Deadline for Action: N/A

Attachments:
Attachment A - Photo Exhibit
Attachment B - Engineering Standards
Attachment C - Street Tree Guidelines
Attachment D - Applicable Objective Design Standards
Attachment E - Presentation

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**

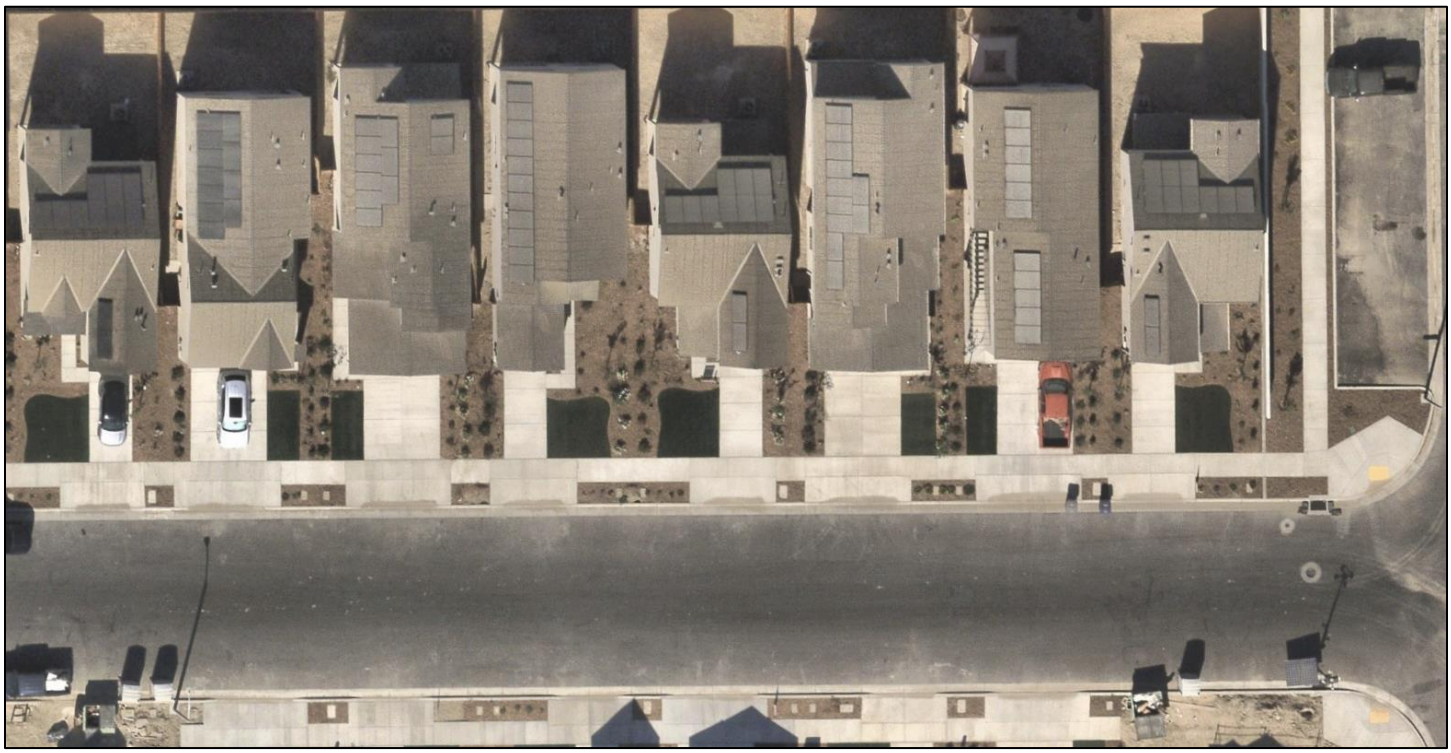


Exhibit 1. *Driveways in this Goshen subdivision limit on-street parking space to about one spaces for every five dwellings. Some of these homes are built with single-car driveways with two-car tandem garages.*



Exhibit 2. *This picture depicts the street above from ground level. This block is absent of street trees. While the street is wide enough to accommodate on-street parking, the driveway density limits the space, that makes the roadway feel oversized.*



Exhibit 3. *The front elevation of this model home in Goshen has no ground floor windows and the front door faces the side yard fence, resulting in an absence of "eyes on the street". The garage dominates the front of this house to the degree that one would not unreasonable to assume this is the back of a house facing an alley.*



Exhibit 4. *These homes, while narrow and attractive, forego the adequate parkway space to afford a street tree. This neighborhood is located in San Luis Obispo, a city that experiences more cool days than Visalia.*

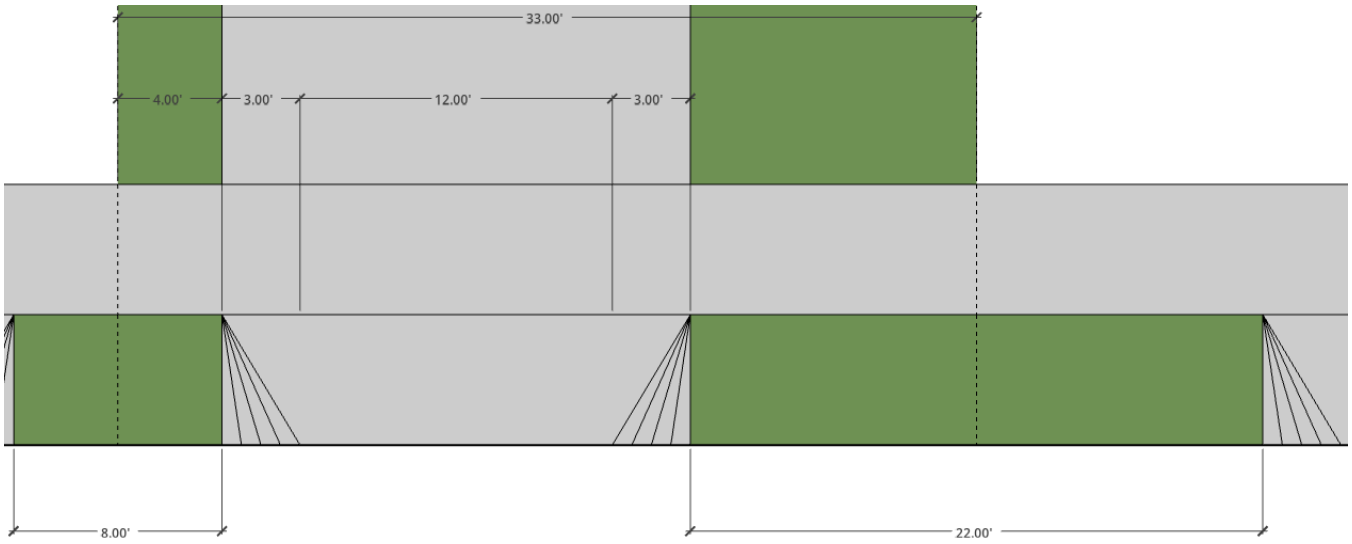


Exhibit 5. *The above diagram depicts the amount of parkway space available along a narrow lot's frontage, in relation to on-site driveways and adjacent drive approaches.*



Exhibit 6. *This narrow lot subdivision in Anatolia Village in Rancho Cordova has street-, paseo-, and park-facing homes whose garages face an alley or shared driveway. While these streets lack parkways, a sidewalk with parkway here would presumably possess a very dense and connected tree canopy.*



Exhibit 7. *Located in Harlan Ranch in Clovis, this subdivision has narrow homes fronting onto a street or paseo with alley-loaded garages. This subdivision, built over 16 years ago, now possesses a dense tree canopy.*



Exhibit 8. *Providing alley-loaded garages with a standard rectangular building can leave little space for private open space. This subdivision, located in Righetti Ranch in San Luis Obispo, provides private open space by wrapping the open space with its building.*

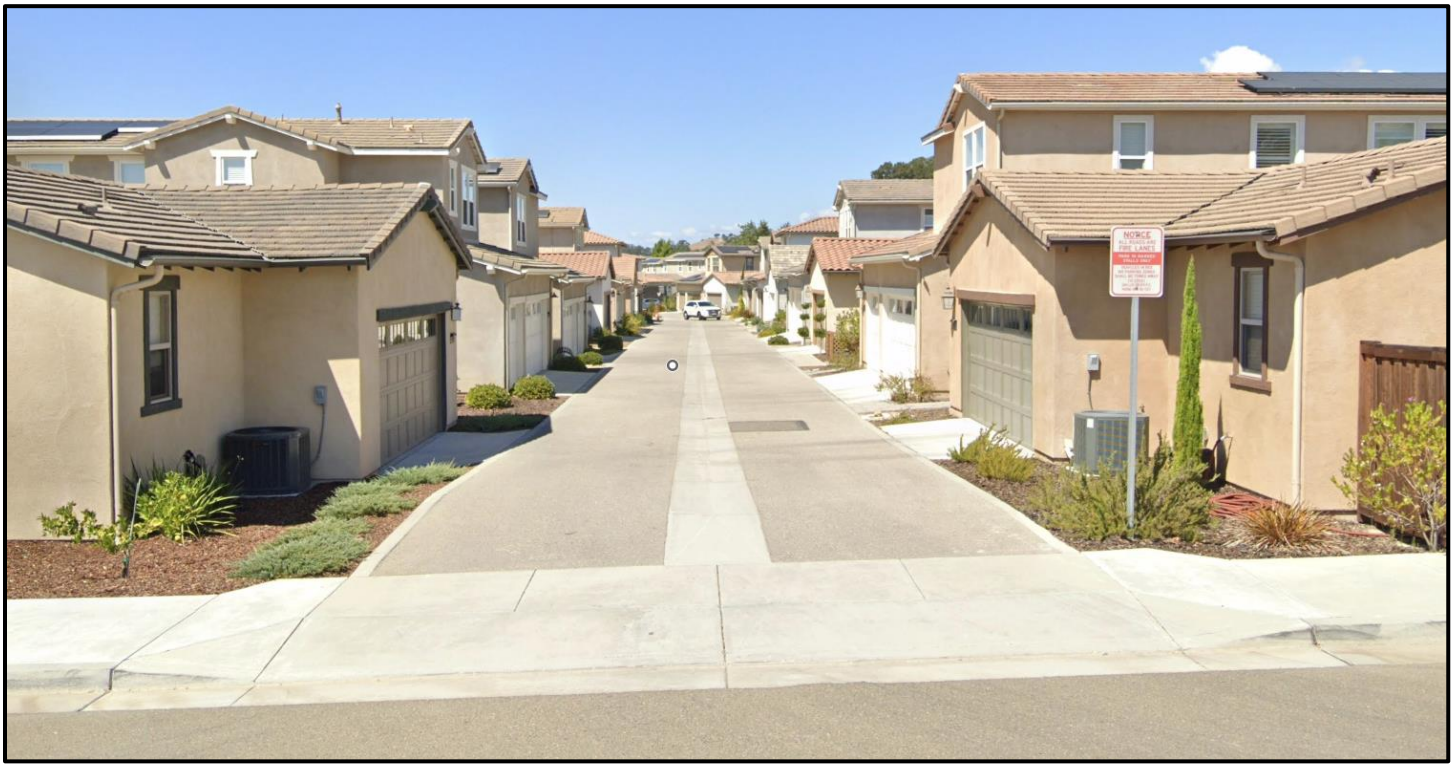


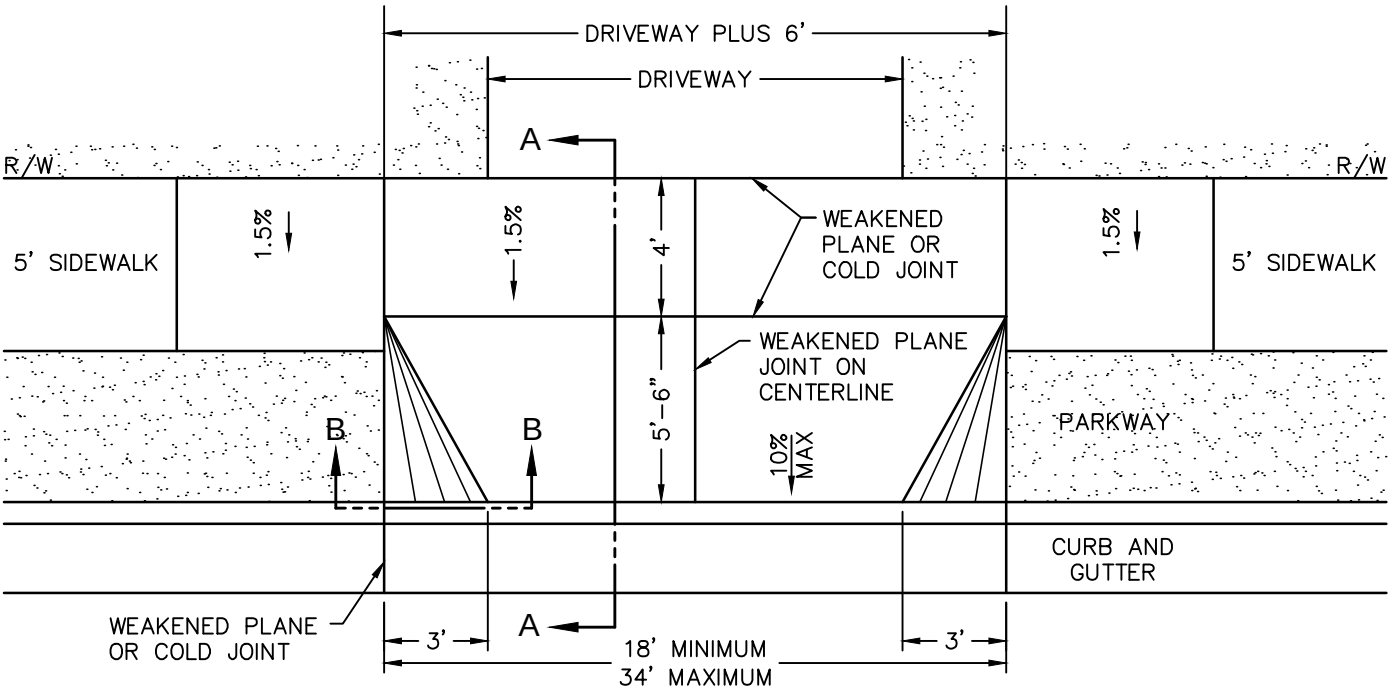
Exhibit 9. *These homes all have alley-loaded garages, and the front of these homes face a public street. These homes are located in Righetti Ranch in San Luis Obispo.*



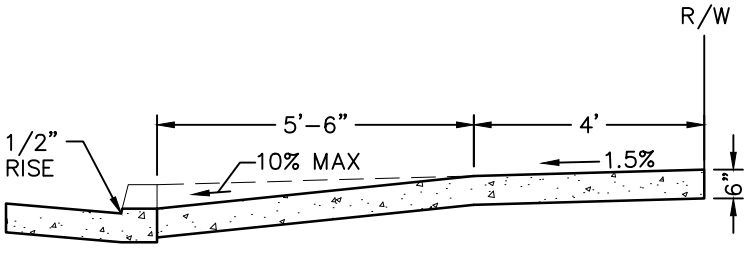
Exhibit 10. *A view of the front of the alley-loaded homes shown above. A lack of driveways along the front of the house allows for increased street tree density.*



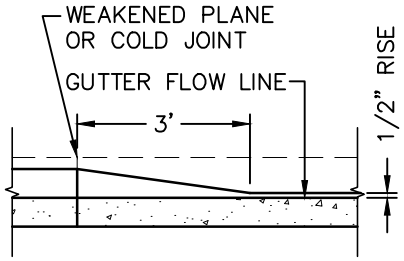
Exhibit 11. *These homes front the street or a shared walkway, and they all share a common alley. These are also located in Righetti Ranch in San Luis Obispo.*



PLAN



SECTION A-A

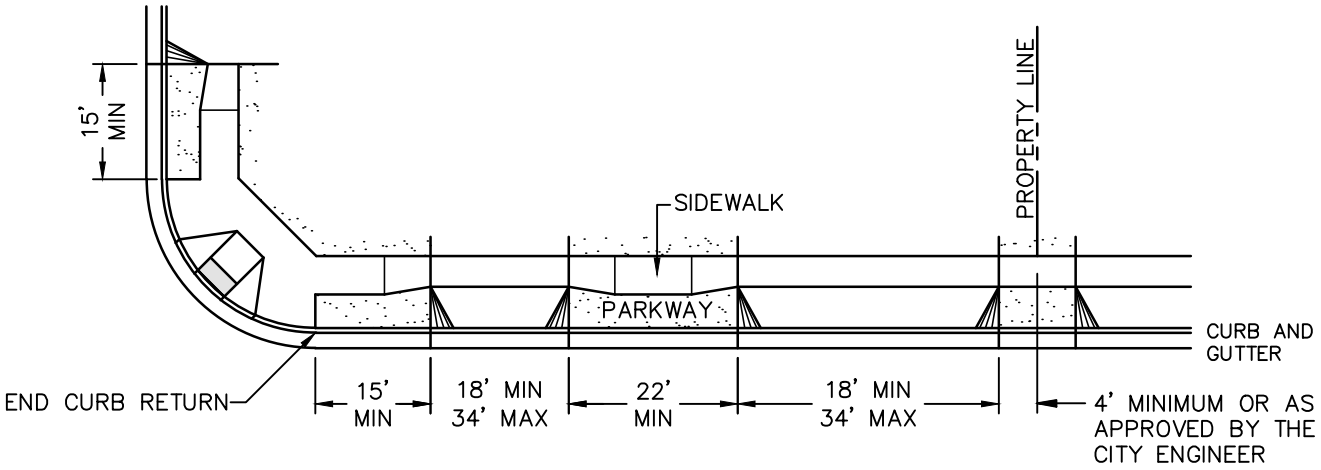


SECTION B-B

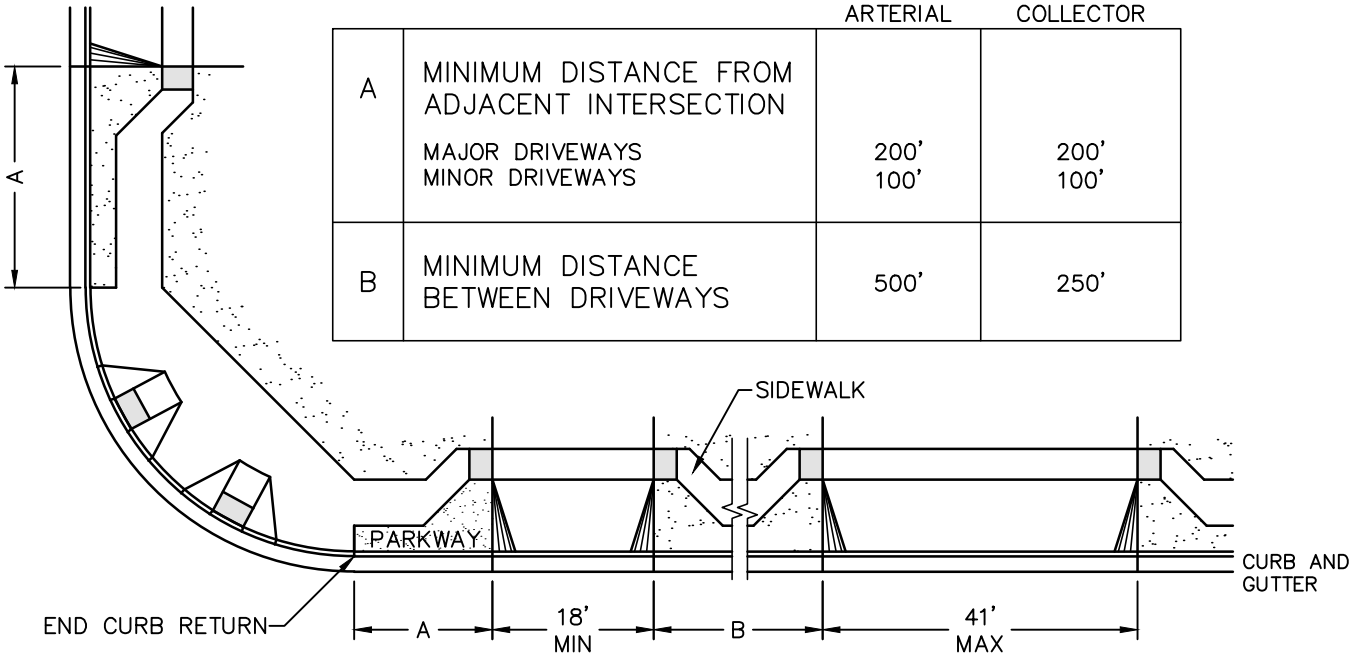
NOTES:

1. ALL CONCRETE SHALL BE CLASS 3 CONCRETE.
2. DRIVE APPROACHES SHALL BE NO GREATER THAN 6' WIDER THAN THE DRIVEWAY.

APPROVED BY: _____ CITY ENGINEER R.P.E. 81734 09/16/16 DATE	CITY OF VISALIA DESIGN & IMPROVEMENT STANDARDS
RESIDENTIAL DRIVE APPROACH	REVISIONS 07/11/16 BK 2016 / C-22



DRIVE APPROACH LOCATIONS
RESIDENTIAL ZONES WITH 4 UNITS OR LESS PER LOT



		ARTERIAL	COLLECTOR
A	MINIMUM DISTANCE FROM ADJACENT INTERSECTION		
	MAJOR DRIVEWAYS	200'	200'
	MINOR DRIVEWAYS	100'	100'
B	MINIMUM DISTANCE BETWEEN DRIVEWAYS	500'	250'

DRIVE APPROACH LOCATIONS
OFFICE / COMMERCIAL / MULTI FAMILY ZONES

NOTES:

1. ON COLLECTOR AND ARTERIAL STREETS, THE MINIMUM DRIVE APPROACH WIDTH SHALL BE 21' FOR ONE-WAY DRIVE APPROACHES AND 36' FOR TWO-WAY DRIVE APPROACHES, OR AS APPROVED BY CITY ENGINEER.
2. NOT MORE THAN 50% OF PROPERTY FRONTAGE SHALL BE USED AS DRIVE APPROACH.
3. DRIVEWAYS SHOULD BE CONSOLIDATED WHENEVER POSSIBLE TO PROVIDE THE MINIMUM DISTANCE BETWEEN DRIVEWAYS AS SHOWN IN 'B' ABOVE.
4. DRIVEWAYS FROM RESIDENTIAL PROPERTIES TO ARTERIAL STREETS ARE DISCOURAGED. RESIDENTIAL PROPERTIES SHOULD RECEIVE ACCESS TO ARTERIALS FROM COLLECTOR STREETS AND LOCAL STREETS.
5. WIDTH AND LOCATION OF DRIVE APPROACHES ON STATE ROUTES IS SUBJECT TO CALTRANS APPROVAL.
6. NO VEHICULAR TRAFFIC SHALL CROSS CURB, GUTTER, OR SIDEWALK WITHOUT AN APPROVED DRIVE APPROACH.

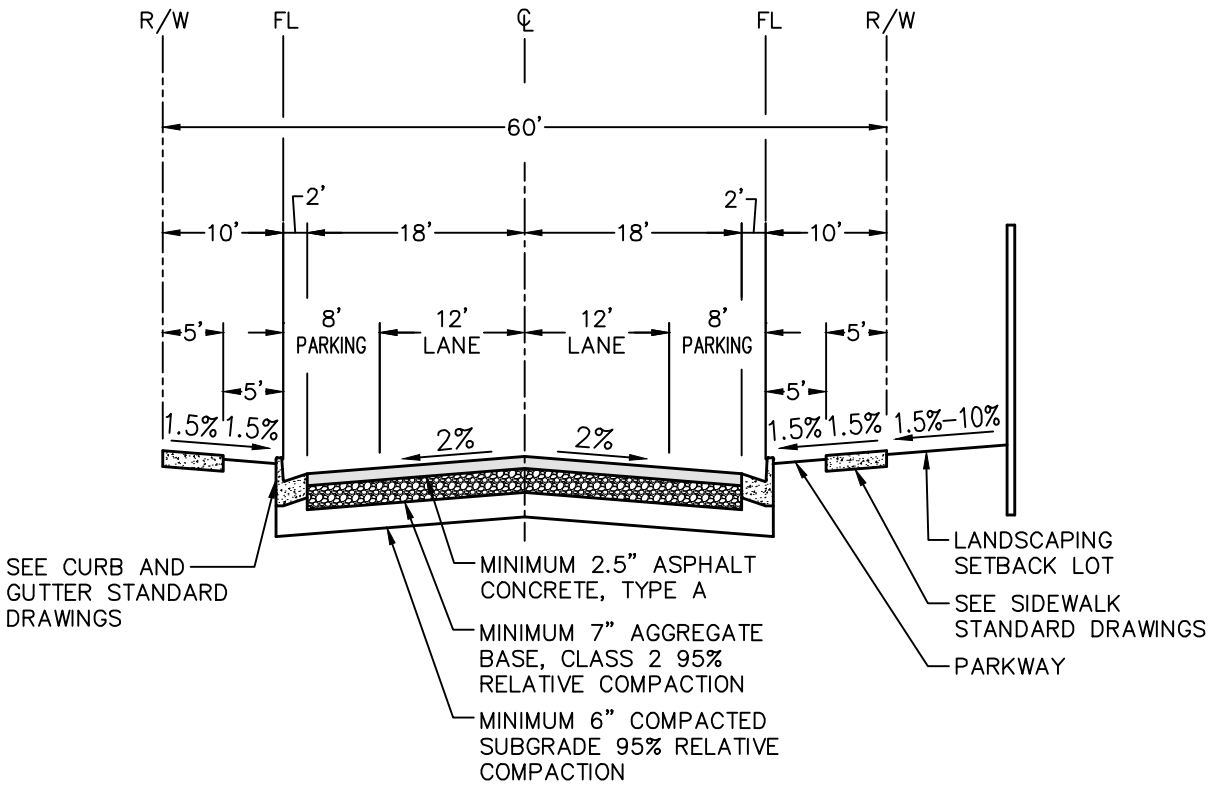
APPROVED BY: _____ CITY ENGINEER R.P.E. 81734 — 09/16/16 DATE

CITY OF VISALIA
DESIGN & IMPROVEMENT STANDARDS

DRIVE APPROACH LOCATIONS

REVISIONS
06/14/13
BK 2016

C-32



NOTES:

1. DESIGN CRITERION: TRAFFIC INDEX SHALL BE 5.5.
2. STRUCTURAL SECTIONS SHALL BE DETERMINED BASED ON T.I. AND R–VALUES AS TABULATED IN THE STREET SECTIONS REQUIREMENTS STANDARD DRAWING.
3. ASPHALT CONCRETE SHALL BE TYPE A, WITH 3/4" AGGREGATE GRADATION AND LIQUID ASPHALT BINDER PER CITY OF VISALIA STANDARD SPECIFICATIONS.
4. TACK COAT IS REQUIRED AND SHALL BE APPLIED PER CITY STANDARD SPECIFICATIONS.
5. ASPHALT CONCRETE REQUIREMENTS SHALL BE AS STATED IN THE CITY OF VISALIA STANDARD SPECIFICATIONS.
6. ASPHALT CONCRETE SHALL BE PLACED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS 50° F AND RISING.
7. WITH ADDITIONAL LANDSCAPE EASEMENTS, SIDEWALK MAY BE LOCATED OUTSIDE RIGHT OF WAY TO PROVIDE ADDITIONAL PARKWAY.
8. A FOOTING EASEMENT WILL BE REQUIRED AS NEEDED FOR BLOCK WALL FOOTINGS THAT EXTEND INTO PRIVATE PROPERTY.
9. STREET TREES ARE REQUIRED IN ADDITION TO THE ON–SITE LANDSCAPE REQUIREMENT.
10. FOR PARTIAL WIDTH STREETS A MINIMUM OF 30 FT OF PAVEMENT AND 8 FT SHOULDERS ARE REQUIRED.
11. SOIL ADJACENT TO CONCRETE CURB AND SIDEWALK SHALL BE GRADED 3" BELOW TOP OF CURB TO ALLOW ROOM FOR MULCH.

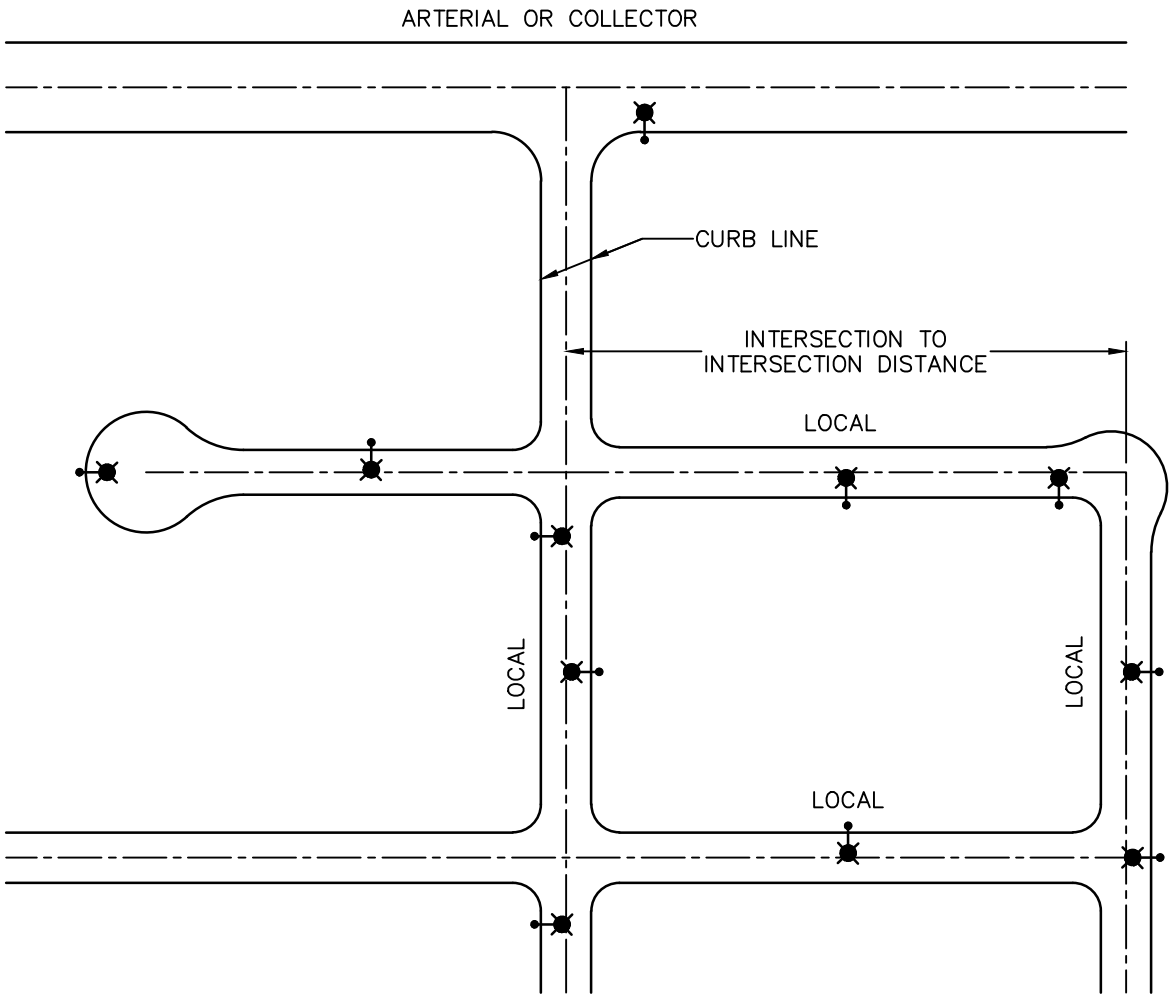
APPROVED BY: _____ 01/17/25
CITY ENGINEER R.C.E. 71192 DATE

CITY OF VISALIA
DESIGN & IMPROVEMENT STANDARDS

2 LANE LOCAL – RESIDENTIAL

REVISIONS
01/17/25
BK 2016

P–1



NOTES:

1. STREETLIGHTS ON LOCAL STREETS SHALL BE LED – MINIMUM 5,800 LUMEN WITH CUT–OFF LUMINAIRES, LUMINAIRE ELEVATION OF 26', MOUNTED ON MARBLELITE POLES WITH 8' ALUMINUM MAST ARMS. ALTERNATIVE STREETLIGHT POLES ARE SUBJECT TO APPROVAL OF THE CITY ENGINEER.
2. STREETLIGHTS SHALL BE INSTALLED AT LOCATIONS AS DETERMINED BY THE CITY ENGINEER UPON REVIEW OF SUBMITTED IMPROVEMENT PLANS.
3. A STREETLIGHT SHALL BE INSTALLED AT EACH INTERSECTION. SHOULD THE DISTANCE EXCEED 360' BETWEEN INTERSECTIONS AN INTERMEDIATE STREETLIGHT, OR STREETLIGHTS, SHALL BE INSTALLED. SPACING OF STREET LIGHTS BETWEEN INTERSECTIONS WHERE REQUIRED SHALL BE 180' MINIMUM TO 240' MAXIMUM.
4. CUL–DE–SACS SHALL HAVE A MINIMUM OF ONE STREETLIGHT AND SHALL FOLLOW THE ABOVE SPACING REQUIREMENTS.
5. A STREET LIGHTING PLAN PREPARED BY A LICENSED ENGINEER SHALL BE SUBMITTED TO THE CITY. THE PLAN SHALL INCLUDE LOCATIONS OF STREETLIGHTS, PULL BOXES, CONDUIT, METER PEDESTAL, POINT OF SERVICE, AND VOLTAGE DROP CALCULATIONS. THE LIGHTING SYSTEM MUST COMPLY WITH THE CURRENT NATIONAL ELECTRICAL CODE (NEC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
6. STREET LIGHTING SHALL BE DESIGNED TO MINIMIZE THE NUMBER OF METER PEDESTALS.
7. A "WILL SERVE" LETTER FROM SOUTHERN CALIFORNIA EDISON SHALL BE SUBMITTED TO THE CITY PRIOR TO APPROVAL OF STREET LIGHTING PLANS.
8. A MINIMUM SEPARATION OF 20' IS REQUIRED BETWEEN TREES AND STREETLIGHT POLES.
9. ALL STREETLIGHTS INSTALLED OR REPLACED IN THE CENTRAL BUSINESS DISTRICT ARE SUBJECT TO APPROVAL OF THE CITY ENGINEER.

APPROVED BY: _____ CITY ENGINEER R.P.E. 81734 — 09/16/16 DATE	CITY OF VISALIA DESIGN & IMPROVEMENT STANDARDS
LOCAL STREET LIGHTING RESIDENTIAL & INDUSTRIAL	REVISIONS 04/29/16 BK 2016 — SL–1

D. Planting Sites

Street trees shall be planted in the public right of way, easements and medians along transportation corridors. Street trees planted along public corridors provide a dramatic visual impact while creating much needed shade. Street trees in parkways provide pedestrians with a shaded walking area separated from automobiles. Street trees shall be placed in the following locations:

1. **Commercial**
   a. Street trees are required along transportation corridors in tree wells in sidewalks or parkways.
   b. Street trees arre requiremed in street medians (which are in the center of a roadway separating the lanes of traffic).
2. **Residential**
   a. Street trees are required in parkways on residential streets and the landscaped area surrounding a development.
   b. Where there are no parkways, street trees are required within 10' to 12' of the edge of the right of way and/or easement that extends into private property.
   c. Street trees are required in street medians.

E. Tree Spacing

Tree spacing is an important element in a successful landscape. Tree spacing in some areas may vary because of drive approaches, lighting, and utilities.

- Small trees - 20' to 25' apart. Small tree shall be used when planting under the utility lines. Small trees should be considered in the area between the wall and the back of sidewalk in the landscaped area surrounding the development. Small tree will generally not be approved for uses as street trees unless overhead utility lines are present.

- Medium size trees - 25' to 35' apart. Medium size trees can be used as street trees in parkways in front of homes and the back of sidewalk in the landscaped area surrounding the development.

- Large trees - 30' to 45' apart. Large trees can be used as street trees in parkways in front of homes and in the landscaped area surrounding the development.

F. Tree Locations

1. Approximate spacing should be 30′ to 45′.
   -Trees are not to be planted within;
   - 5′ of drive approaches
   - 5′ of sewer lines
   - 5′ of water lines
   - 10′ of fire hydrants
   - 10′ of light poles
2. Trees are not to be planted within clear vision triangle on corner lots.
   - Local Streets (30 mph) – 25′ distance from side street curb face to first street tree.
   - Collector Streets (40 mph) – 50′ distance from side street curb fact to first tree.
   - Arterial Street (50′mph) – 90′ distance from side street curb fact to first tree.
3. Trees should not be planted where they will obstruct the views of stop signs or traffic signals.
4. No tree that grows taller than 25′ shall be planted under power lines.

Section 2. Planting

Planting a tree is an investment in time, money and the future. Correct planting procedures are critical to achieving a return on the investment. Good planting practices greatly improve plant establishment. The City of Visalia shall reject any street tree not planted according to standards. A planting detail is attached.

A. Digging the Planting Pit

In all but sandy soils dig the hole to the depth of the root ball (but no deeper) and two to three times as wide.

B. Installing the Tree

Remove the tree from the container and cut circling roots and those matted at the bottom. Set the root ball so its top is at grade. Backfill with native soil and gently firm the soil to hold the tree in place and minimize air pockets. All trees shall be watered in at planting. In turf areas a 3-inch berm shall be formed around the root ball.

C. Turf

Within six foot parkway there shall be no turf within a three foot ring around the tree. In an eight foot or greater parkway a five foot ring free of turf shall be formed around the tree. In the perimeter landscaped area around a development the trees shall be sited in a planter area free of turf. See attached details.

as established in VMC Chapter 17.34. In addition to the provisions in VMC Chapter 17.34, all off-street parking facilities shall comply with the following standards:

B. Covered parking areas shall be in garages. Carports are allowed only if they do not serve as the required covered parking (e.g., porte cocheres, carports in front of garages). [Source: 17.12.135.A.7]

C. Uncovered parking areas (i.e., driveways) shall be paved with concrete or a permeable or impermeable surface. [Source: 17.34.030.P]

D. Off-Street Guest Parking Facilities for Planned Unit Developments. Planned unit developments with four or more dwelling units shall provide off-street guest parking spaces when on-street parking is not allowed on the streets within the development. Planned unit developments shall provide a minimum of one guest parking space per four dwelling units within the total project. If a fraction occurs based on the specified number of guest spaces, the project applicant shall round up to the next round number of guest spaces.

9. Useable Common Open Space Areas for Planned Unit Developments.

A. Useable Common Open Space. Planned unit developments shall provide usable outdoor passive/active open space with outdoor amenities as required in Table 1 (Outdoor Amenities). Useable common open space means an unobstructed area or areas, accessible to all occupants of the structure it serves, having no dimension less than 10 feet in any direction. Useable common open space excludes areas designated for parking, including surface parking, carports, or garages. A minimum of 60 percent of the common useable open space shall be provided as landscaped green area (not hardscaped).

B. Recreational Amenities. Recreation amenities as required in Table 1 (Open Space and Recreational Requirements) can be either passive or active as described below, or a combination of the two.

1. Passive Recreational Amenities. Passive recreation refers to recreational activities that require minimal to no facilities or development to perform such activities. Passive recreation amenities include, but are not limited to, community gardens, outdoor gathering/seating area, picnic/barbeque area, pet area/dog park, courtyard/plaza. All passive recreational amenity area shall be a minimum of 200 square feet unless otherwise stated.

2. Active Recreational Amenities. Active recreation refers to recreational activities that require specific facilities or equipment to perform such activities. Active recreational amenities include, but are not limited to, playground/tot lot, sports court/field, fitness area, swimming pool, clubhouse w/kitchen, community room. All passive recreational amenity area shall be a minimum of 500 square feet unless otherwise stated.

C. Seating. Seating shall be provided for all common open space areas.

D. Playgrounds/tot lots shall be located in an area with direct visibility from a minimum of three dwelling units to allow for casual surveillance.

VISALIA
A BETTER WAY OF LIVING

Planning Division

Narrow Lot Subdivision Discussion

City Council– Work Session
June 1, 2026



VISALIA
A BETTER WAY OF LIVING

PURPOSE OF THIS WORK SESSION DISCUSSION

- Review emerging narrow lot subdivision trends in Visalia
- Discuss impacts on neighborhood livability and functionality
- Solicit input for future action
- Evaluate potential objective design standards and ordinance amendments

VISALIA
A BETTER WAY OF LIVING

BACKGROUND

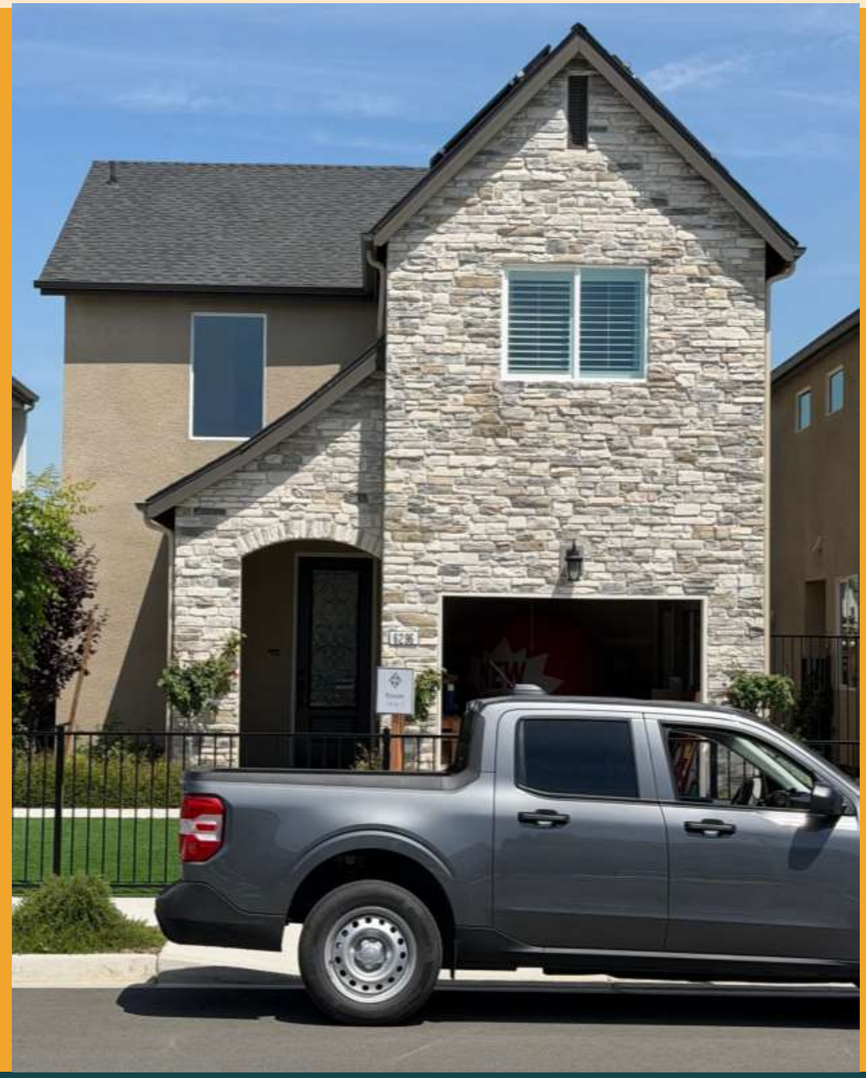
- Narrow lot subdivisions generally require approval of a Planned Residential Development (PRD) by Planning Commission
- Allows the City to weigh the intended benefits on the project to which the proposal requests deviations to standards
- Recent and prospective applications of about 1,400 lots



VISALIA
A BETTER WAY OF LIVING

KEY CONCERNS

- Narrow lot developments often emphasize garages over habitable living space
- Front doors, windows, porches, and pedestrian-oriented features are minimized
- Neighborhoods may feel less inviting and less safe due to reduced 'eyes on the street'
- Driveways and garage doors may dominate the public realm



VISALIA
A BETTER WAY OF LIVING

PARKING IMPACTS

- Narrow lots increase driveway density and reduce curb parking opportunities
- Households with more residents generally own more vehicles
- Garage conversions and storage uses may increase parking demand
- Illegal parking and code enforcement complaints may increase



Granite Hills subdivision in Goshen. 2-car garages with mix of 1- and 2-car driveways. Parkways can't support street trees. Very little on-street parking (blue stars); supplemented with HOA parking (see red star)



Granite Hills Subdivision in Goshen. This block lacks street trees, which are important in our climate. The road is wide enough to support on-street parking, but there isn't enough space between driveways.

VISALIA
A BETTER WAY OF LIVING

DESIGN STRATEGIES OBSERVED IN OTHER CITIES

- Rear-loaded or alley-loaded garages
- Prominent porches, stoops, and articulated entries
- Varied architectural elevations
- Garage setbacks behind the living space
- Pedestrian-oriented neighborhood design



Heirloom in San Luis Obispo

VISALIA
A BETTER WAY OF LIVING

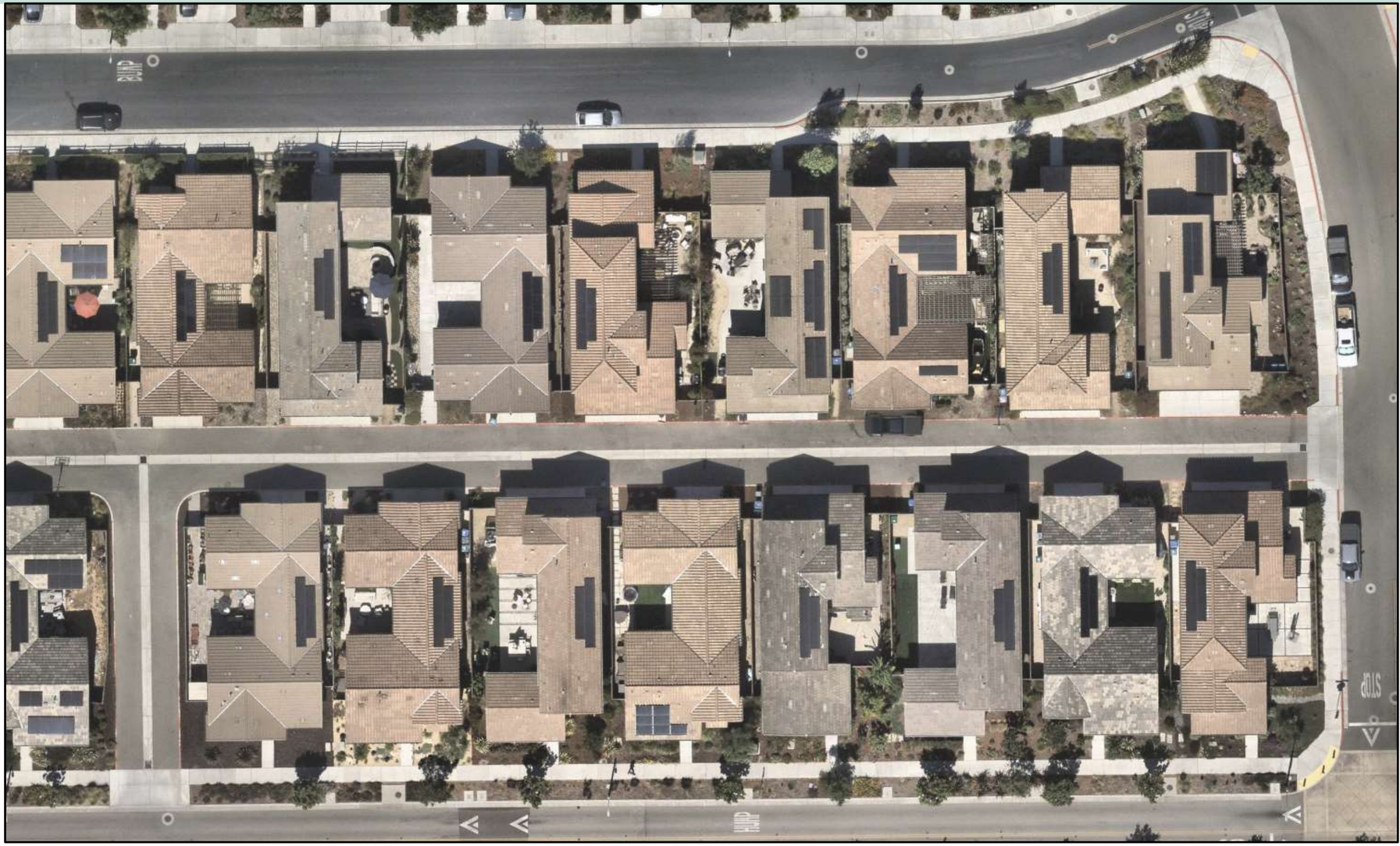
DESIGN ALTERNATIVE – ALLEYS AND PASEOS

- Alley-loaded garages relocate driveways and utilities to the rear
- Front elevations become more pedestrian-friendly
- Additional room becomes available for street trees and sidewalks
- On-street parking opportunities are maximized



Heirloom in San Luis Obispo

- Righetti Ranch in San Luis Obispo
- Homes front onto street
- Alley-accessed garages
- Shared alley easement
- Home wraps around private open space
- Ample on-street parking and street shading





Narrow lots can also mean townhomes. These townhomes are on fee simple lots that pay into an HOA for maintenance of common amenities. Righetti Ranch in SLO.



Righetti Ranch in SLO. Homes front onto street or shared walkway, and garages are accessed from an alley. Ample parking and space for shade.



Harlan Ranch in Clovis. Garages face an alley, and fronts of homes face the street or the interior walkway. Streets and walkways are lined with mature trees with ample shaded parking.

VISALIA
A BETTER WAY OF LIVING

PLAN POLICIES AND OBJECTIVES

- GP Objective T-O-8 – “Encourage walking and bicycling in Visalia for commuting and recreational purposes, and for improvement of public and environmental health”.

- GP Objective T-O-9 “Promote non-motorized accessibility through development of a connected, convenient pedestrian and bikeway network.”

- ATP Objective: “Encourage methods to increase pedestrian access and mobility for all ages and abilities.”

- ATP Policy 6.5 - “Consider a program for installing shade trees along streets where currently little or none exist to encourage walking.”

VISALIA
A BETTER WAY OF LIVING

PLANNING COMMISSION WORK SESSION

- Planning Commissioners' concerns over lack of ground floor windows looking out onto the public way, on-street parking constraints, solid waste and fire access, and lack of adequate shading.

- One community member recommended establishing minimum standards, requiring alley access and additional residential design features.

- One community member expressed concerns over additional construction and maintenance costs from alleys.

VISALIA
A BETTER WAY OF LIVING

NEXT STEPS

- If directed, staff will pursue an amendment to the zoning ordinance or objective design standards.
- Outreach with stakeholders would be conducted prior to Planning Commission and City Council hearing.

VISALIA
A BETTER WAY OF LIVING

RECOMMENDED MOTION

- I move to direct staff to begin drafting ordinance and objective design standards amendments to address narrow and/or small lot design and to conduct outreach with stakeholders to discuss the proposed amendments.

Questions & Discussion

VISALIA

Visalia City Council

Staff Report

File #: 25-0806 **Agenda Date:** 6/1/2026 **Agenda #:** 5.

Agenda Item Wording:
Civic Center phase 3 scope of work - Receive a presentation discussing the scope of work and amenities to be included in phase 3 of the Visalia civic center project, approve one of the options listed in this report, award a sole source design contract to Darden Architects in the amount of $5,720,609, and appropriate $5,721,000 from the Civic Center Reserve Fund. *This item is scheduled for the Work Session; if not completed, it may be continued during the Regular Session portion of this meeting.*

Agenda Date: 06/01/2026

Prepared by:
Mike Porter, Civil Engineer, Mike.porter@visalia.gov, (559) 713-4412
Chris Crawford, City Engineer, Chris.crawford@visalia.gov, (559) 713-4331
Jason Huckleberry, Engineering & Building Director, Jason.huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends moving forward with design option 1 for the civic center phase 3 project, including the optional training facility, café, fourth floor and health clinic, and awarding a sole source design contract to Darden Architects in the amount of $5,720,609 and appropriate $5,721,000 from the Civic Center Reserve Fund.

Summary:
Staff requested Darden Architects to provide a design fee proposal and construction cost estimate for phase 3 of the Visalia civic center project. Staff is recommending that Council award a sole source design contract to Darden as the architectural and engineering consultant (A/E) for phase 3 based on their previous experience designing phases 1 & 2. The estimate included the base cost for an approximately 54,000 SF, 3-story office building, and optional costs for amenities including a police department (PD) training facility, café & patio space, health clinic, and the addition of a fourth floor for future growth space. These options were discussed and recommended for consideration by the staff involved in the civic center planning committee. It is anticipated that the plans, specifications and estimates (PS&E) phase of the project will last approximately 14 months from the time an agreement can be executed with the design consultant.

Background Discussion:
The Visalia civic center project was planned to be implemented and constructed in phases. Phase 1 consisted of constructing the Visalia emergency communications center (VECC), which was completed in 2018. Phase 2 is currently under construction and includes three buildings, the evidence storage and crime lab, public safety administration building and city council chambers, and is scheduled to be completed in July of 2027. The third and final phase of the civic center would consist of a new city hall building which may include amenities such as an on-site café and health clinic, and an optional police department training facility. The location of the proposed city hall

building and PD training facility are shown on the civic center site plan (attached)

Darden led the A/E team for the initial civic center site planning and design, design of the VECC, and design of the public safety administration building, evidence building, and council chambers. Darden has already laid out the future building pad location for the city hall building and prepared the architectural details and features for all the civic center buildings. It is staff's recommendation to use Darden for phase 3 based on the extensive amount of work they have already completed on the civic center project. Darden's extensive experience with previous phases of the civic center will make design of phase 3 much more efficient. This is expected to result in significant savings in staff time during the course of design and it is also expected to expedite the design timeline for phase 3.

Staff met with the civic center committee to discuss possible options to be included in phase 3. The following are some of the reasons why the committee is recommending the following options:

1. Fourth floor addition - Visalia is a strong and growing community and staff expects this to continue for many years. The committee feels as though it would be wise to allow for additional staff growth and/or opportunities for partnering with other businesses in the future.
2. PD training facility/range - The police department this is a facility that is needed for development of police department staff. If this facility is designed now there may be possible grant opportunities in the future for a shovel ready project.
3. Café/patio - The committee believes that this is a good option to provide employees with needed amenities, a space for staff to enjoy a break and increase mental health wellness, and will aid in employee satisfaction resulting in a more efficient workforce.
4. Health clinic - The committee believes this makes financial sense and that it would be well received by staff and their families. With an increasing number of staff members, it is anticipated that a larger space will be needed than what the city currently has available.

Based on those discussions, it is recommended to design Phase 3 with the above mentioned options. It is more efficient to design the optional features now than to add them to the design documents later. The various optional features can be included in the final bid documents as alternate items if desired so the city can receive bids and make final decisions on the options based on the overall project cost.

Fiscal Impact including annual maintenance and operating costs: Table 1 shows the current budget summary for phase 2 of the civic center project. Table 2 shows the estimated cost for phase 3

Table 1. Civic Center Phase 2 (CIP 3720-72000/CP0374-999)		
Budget Summary:		
Fund 003 - Civic Center Reserve Total Budget	**$**	**99,341,300.00**
Land Purchase (gov Buildings only)	$	3,391,300.00
Darden A/E contract amount (actual)	$	4,754,921.72
Griffin CM contract amount (actual)	$	1,520,000.00
City of Visalia Permits and Plan Checking Fees	$	1,142,000.00
Staff Project Management + misc. expenses (est.)	$	600,000.00
Testing & Inspections (est.)	$	1,000,000.00

Bedrock - surveying services	$	50,000.00
Specialty Storage Equipment	$	793,840.45
Remaining FF&E (est.)	$	4,127,000.00
A/V & Technology (est.)	$	2,880,000.00
Utilities (est.)	$	750,000.00
Misc. fees (est.)	$	30,000.00
Construction contract amount	$	72,780,000.00
Construction contingency (5%)	$	3,639,000.00
Total Estimate (current)	$	97,458,237.83
Remaining CIP Budget	**$**	**1,883,237.83**

Table 2. Civic Center Phase 3		
Budget Summary:		
Design Cost		
A/E proposed contract amount (base building)	$	3,735,101.00
Fourth floor addition	$	751,010.00
Training facility / range	$	956,778.00
Café / Patio	$	96,990.00
Health clinic	$	180,730.00
Subtotal A/E Design Phase	**$**	**5,720,609.00**
CM contract amount (est.)	$	1,600,000.00
City of Visalia Permits and Plan Checking Fees (est.)	$	500,000.00
Staff Project Management + misc. expenses (est.)	$	300,000.00
Testing & Inspections (est.)	$	500,000.00
Surveying services (est.)	$	20,000.00
FF&E (est.)	$	2,000,000.00
A/V & Technology (est.)	$	1,000,000.00
Utilities (est.)	$	100,000.00
Construction cost estimate (includes all options)	$	80,050,000.00
Construction contingency (5%)	$	4,002,500.00
Total Phase 3 Estimate	**$**	**95,793,109.00**

Staff is requesting an appropriation from the Civic Center Reserve Fund in the amount of $5,721,000 for the planning and design portion of phase 3 of the civic center project.

Prior Council Action: N/A

Alternatives: Do not authorize the design phase for phase 3 of the Visalia civic center.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to enter into a sole source Architect/Engineer (A/E) design agreement to begin the design phase of the Visalia civic center phase 3 project with Darden Architects, and appropriate $5,721,000 from the Civic Center Reserve Fund.

I also recommend that staff move forward with (Council to choose one of the options below and state in the motion. The options listed below include the design agreement costs only, construction costs are not included):

1.	Recommended option: Base building with fourth floor, training facility, café and health clinic.	$5,720,609.00
2.	Base building only.	$3,735,101.00
3.	Base building plus fourth floor.	$4,486,111.00
4.	Base building plus training facility.	$4,691,879.00
5.	Base building plus café.	$3,832,091.00
6.	Base building plus health clinic.	$3,915,831.00
7.	Base building plus training facility and café.	$4,788,869.00
8.	Base building plus, training facility, café and health clinic.	$4,969,599.00
9.	Base building plus café and health clinic.	$4,012,821.00

Environmental Assessment Status: Not applicable at this time

CEQA Review: N/A

Deadline for Action: 06/01/2026

Attachments:
Presentation
Sample contract
Ownership disclosure form

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

VISALIA
A BETTER WAY OF LIVING

Engineering and Building

Visalia Civic Center Phase III Scope of Work & Amenities



City Hall Phase 3 Amenities

- Administration Office Building
- Café / Food Service & Patio Space
- Employee Health Clinic
- Fourth Floor Growth / Lease Space
- Training Facility / Practice Range


CIVIC CENTER
STOP
STOP

Construction Cost Estimates

Category	Description	City Hall	Added Scope	Fourth Floor	Training Fac
A	Service Site Development	1,600,000	0	0	270,000
B	Offsite Development	0	0	0	80,000
C	Utility Services	1,800,000	0	0	300,000
D	General Site Development	3,900,000	0	0	500,000
E	Building Construction	45,600,000	7,400,000	11,400,000	7,200,000

Added Scope Breakdown	Area	Cost
Cafe Food Service	4,000	4,100,000
Health Clinic	4,000	3,300,000
		7,400,000

Owner Totals	52,900,000	7,400,000	11,400,000	8,350,000
Overall Total	80,050,000			

Overall Project Cost Estimates

Civic Center Phase 3	
Design Cost	
A/E proposed contract amount (base building	$3,735,101
Fourth floor addition	$751,010
Training facility / range	$956,778
Café / Patio	$96,990
Health clinic	$180,730
Subtotal A/E Design Phase	$5,720,609
CM contract amount (est.)	$1,600,000
City of Visalia Permits and Plan Checking Fee	$500,000
Staff Project Management + misc. expenses (	$300,000
Testing & Inspections (est.)	$500,000
Surveying services (est.)	$20,000
FF&E (est.)	$2,000,000
A/V & Technology (est.)	$1,000,000
Utilities (est.)	$100,000
Construction cost estimate (includes all optic	$80,050,000
Construction contingency (5%)	$4,002,500
Total Phase 3 Estimate	$95,793,109

Civic Center Funding

Building and Engineering

Assumptions:
- Budget Surplus (26/27 & 27/28)

GF Assumptions:
- Revenues Conservative
- No Additional Capital
- No Vacancies

	FY 25/26 (Est)	FY 27/28 (Est)	
Civic Impact Fee Fund	$ 1.6	$ 2.3	
Civic Center Reserve	13.10	19.10	
Total Designated for Civic Center	14.65	21.40	
Additional Funding Options - Recommended			
GF Building Maint Fund	0.78	0.78	Set-aside before Measure N
Additional Funding Options - Not Recommended			
Animal Reserve	0.25	0.25	Money left over from building
Regional Park Reserve Fund	0.58	0.58	Money set-aside for sports park.
Additional Funding Options Total	0.83	0.83	
Sale PD HQ/CHW	0	2.00	Pending Sale
Total Available Funds	$ 16.3	$ 25.0	

Current General Fund Debt

(in millions)

Debt	GF Annual Portion of Payment	GF Debt Balance as of 7/1/26	Interest Rate	Original Loan Term	Original Loan Amount	Maturity	Years Remaining	Early Payoff Option
2014 COP - CHE/Conv Center Refinance		$ -	3.02%	10 yr	$ 7.4	Dec 2025 (FY 25/26)		
2012 Animal Control Facility Loan	$ 0.6	$ 1.1	3.45%	15 yr	$ 6.6	March 2028 (FY 27/28)	2	2018
2015 COP - VECC/Conv Ctr Renovation*	$ 1.0	$ 3.8	3.14%	15 yr	$ 11.5	Dec 2029 (FY 29/30)	4	2024
Total	$ 1.6	$ 4.9			$ 25.5			

* Note VECC/Conv Center Renovation debt total was for $17.9 million and current balance is $7.2 million which is split by the General Fund (37.4%), Convention Center (26.7%), Measure T (9.6%), Police Impact Fee (26.3%).

Debt Payment Scenarios

Building and Engineering

Bonds/COP Interest Rate Factors:

- Market Conditions
- Inflation Expectations (expected to rise – higher interest rates)
- Maturity Timeframe (long term bonds – higher interest rate)
- Supply & Demand
- Agency's Financial Stability (credit risk)
  - Reserves
  - Management Policies
  - Financial Planning
  - Current Debt

Interest Rate: 4.50%

Loan Term (Years)	Loan Amounts $ 75,000,000	$100,000,000
20	$ 5,765,711	$ 7,687,614
25	5,057,927	6,743,903
30	4,604,366	6,139,154

Interest Rate: 4.00%

Loan Term (Years)	Loan Amounts $ 75,000,000	$100,000,000
20	$ 5,518,631	$ 7,358,175
25	4,880,897	6,401,196
30	4,337,257	5,783,010

Design Schedule

• Execute A/E Agreement	July 2026
• Space Needs Assessment	August 2026
• Schematic Design Phase	September 2026
• Design Development Phase	October 2026
• Construction Documents Phase	October 2027

Staff Recommendation

Staff is recommending that Council Approve the following:

1. Approve Option 1, which includes:
   Fourth Floor Addition
   PD training facility/range
   Café/patio
   Health Clinic
2. Approve sole source contract with Darden Architects for design of phase 3.
3. Appropriate $5,721,000 from the Civic Center Reserve Fund

VISALIA
A BETTER WAY OF LIVING

Thank you



SAMPLE AGREEMENT
PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR VISALIA CIVIC CENTER PHASE 3

This Agreement, entered into this _____ day of _____, 2026, by and between the City of Visalia, hereinafter referred to as the "CITY", and Darden Architects, Inc. hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

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

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described in SCOPE OF WORK, which along with the response submitted by CONSULTANT is attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "B" - Scope of Work, which shall be the Scope of Work for the project, unless the parties agree in writing to modify the Scope of Work, for the cost identified in Exhibit "C" - Project Fee.

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

C. In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care used by other reputable members of Consultants profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with consultant's services.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in Exhibit "E" – Proposed Schedule, unless otherwise extended in writing by CITY, in its sole discretion.

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

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

III. COMPENSATION

A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, a lump sum amount of **$_____** as shown in Exhibit "C". This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work, Project Fees, and Schedule identified in Exhibit "A", "B", and "E", respectively. No other compensation is authorized by this Agreement without separate written amendment.

B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

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

B. CONSULTANT: Robert L. Petithomme shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

A. Termination by Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

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

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

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of Thirty (30) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

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

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

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

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

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

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

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

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

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

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

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

VII DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS Notice is hereby given that this is a Public Works Project. All contractors and subcontractors bidding and performing work on Public Works Projects *(including Consultants and Sub-Consultants who employ or subcontract workers to perform any trade that has a prevailing wage designation such as surveyor)* must:

A. Register on an annual basis with the California Department of Industrial Relations (DIR)

B. Furnish electronic payroll records for new projects to the Labor Commissioner.

All contractors and consultants are to be registered at time of bid/proposal submittal and remain registered with the California Department of Industrial Relations (DIR) throughout the duration of this Agreement.

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.

VIII CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall comply with the *City of Visalia Labor Compliance Manual* which is attached to this Agreement as Exhibit "F" and available at **visaliapurchasing.org**.

IX NO PERSONNEL, AGENCY, OR COMMISSION

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

X. SUBCONTRACTING

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

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

XI. INDEPENDENT CONTRACTOR

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

XII. SPECIFICATIONS

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

XIII. DOCUMENTS/DATA

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

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

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

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

XIV. INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, **reasonable defense costs including attorney fees incurred by CITY, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to** the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY. **In no event shall the reasonable defense costs required to be paid by the CONSULTANT under this provision exceed the CONSULTANT'S proportion percentage of fault.**

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

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

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

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

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

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability for non-professional services, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

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

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

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

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

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

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

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

G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

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

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

3. Terminate this Agreement.

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

XV. NON-DISCRIMINATION

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

XVI. MISCELLANEOUS PROVISIONS

A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

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

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

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

E. Dispute/Governing Law:

In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs. Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

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

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

CONSULTANT
DARDEN ARCHITECTS
6790 N. West Ave
Fresno, CA 93711
Attention: Robert Petithomme
Phone: (559) 448-8051
Email: bobp@dardenarchitects.com

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

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

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

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

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

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

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

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

CITY OF VISALIA

_____
City Manager

CONSULTANT

_____

APPROVED AS TO FORM

_____
City Attorney

_____
Risk Manager

_____
Project Manager

Attachments:

Exhibit A: Project
Exhibit B: Scope of Work
Exhibit C: Project Fee
Exhibit D: Consultant Schedule of Fees
Exhibit E: Proposed Schedule
Exhibit F: Visalia Labor Compliance Manual

CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: DARDEN ARCHITECTS, INC.

Firm Address: 6790 N. WEST AVENUE, FRESNO, CA 93711

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:

Antonio Avila

Mike Fennacy

Grant Dodson

Submitted by: Name Antonio Avila, President

Date May 18, 2026

Visalia City Council

Staff Report

File #: 25-0822 **Agenda Date:** 6/1/2026 **Agenda #:** 1.

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

Visalia City Council

Staff Report

File #: 25-0618 **Agenda Date:** 6/1/2026 **Agenda #:** 2.

Agenda Item Wording:
Design contract award and appropriation of funds - Authorize the City Manager to award a design contract to CWE for the Highland Community connectivity project in the amount of $674,983 and authorize the additional appropriation of funds in the amount of $703,000 from the Measure R Local Fund.

Agenda Date: 06/01/2026

Prepared by:
Rudy Lopez, Associate Engineer, Rudy.Lopez@visalia.gov, (559) 713-4270
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.gov (559) 713-4540
Rebecca Keenan, Senior Civil Engineer, Rebecca.Keenan@visalia.gov, (559) 713-4541
Chris Crawford, City Engineer, chris.crawford@visalia.gov, (559) 713-4331
Jason Huckleberry, Engineering and Building Department Director, Jason.Huckleberry@visalia.gov, (559) 713-4495

Department Recommendation:
Staff recommends City Council:
1. Authorize the City Manager to award the design contract to CWE for the Highland Community connectivity project in the amount of $674,983; and

2. Authorize an additional appropriation of funds in the amount of $703,000 from the Measure R Local Fund (131) for the Project Approvals & Environmental documentation (PA&ED) and the Plans, Specifications and Estimates (PS&E) of the Highland Community connectivity project.

Summary:
The project will provide enhancements to improve the existing multi-modal transportation infrastructure within the Highland Elementary school boundary. The project is located on the following streets: W. Houston Ave. between N. Dinuba Blvd., & N. Santa Fe St., N. Court St., Pearl St., NW 1st Ave., W. Grove St. between NW 1st Ave., & N. Jacob St., W. Goshen Ave. between N. Jacob St. & N. Stevenson St., and W. Race Ave.

The project will construct traffic calming measures, one protected intersection, one traffic circle, and two raised intersections, 3,000 feet of class IV bike lanes along the south side of W. Houston Avenue, retrofitting of the existing and non-existing curb returns to comply with Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements, intersection modifications such as concrete paint bulb out curb return configurations, crosswalks to shorten crossings, and possible addition of 80 shade trees. This project also needs an additional appropriation of funds in the amount of $702,983 to subsidize the PA&ED and PS&E phases of the project and staff time for the two phases.

At this time, as per their design agreement, CWE has prepared a lump sum and optional time & materials not to exceed fee items cost proposal of $674,983.00.

The project is tentatively scheduled to begin at the end of May 2026. A topographic survey is anticipated to be completed by mid-summer 2026, followed by completion of the preliminary project design by December 2026. Public outreach meetings are planned for early 2027, with continued design submittals leading to anticipated final design completion by September 2027. Construction is expected to begin in spring 2028 and tentatively to be completed by late 2028.

Background Discussion:
On May 20, 2024, the City Council authorized the City Manager to submit the funding application for the 2024 Active Transportation program (ATP) Cycle 7 for The Highland Community connectivity project.

The ATP is a state-administered grant program created to encourage increased use of active modes of transportation. The purpose and goals of the ATP include the following:

- Increase the proportion of trips accomplished by biking and walking
- Increase the safety and mobility of nonmotorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction.
- Enhance public health, including reduction of childhood obesity.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Cycle 7 of the ATP is funded by various federal and state funding sources. The ATP is a highly competitive statewide program and, in the State of California, is the only dedicated funding program for walking and biking projects. For Cycle 7, approximately $569 million was estimated to be available for award for active transportation projects. The Budget Act of 2024, signed by the Governor in June 2024, included a $400 million reduction to the ATP from General Funds appropriated to the program in the 2022 California State Budget. This reduction decreased the total funding availability for Cycle 7 of the ATP to approximately $169 million.

This reduction further increased the competitiveness of the program. A total of thirteen (13) projects were awarded funding through the Statewide and Small Urban and Rural components of the Active Transportation Program. The City of Visalia was awarded funding for three (3) projects, receiving a combined total of $51,468,000 in ATP funds to support projects that encourage the increased use of active modes of transportation.

The Highland Community connectivity project was one of three projects awarded to the City. The award provides funding for both the Infrastructure (IF) component, which supports construction of corridor improvements, and a separate Non-Infrastructure (NI) component focused on public education and outreach.

<u>Infrastructure Component (IF):</u>
The Highland Community connectivity project as submitted through the Active Transportation

Program application, is an improvement project within the Highland Elementary attendance boundary in north Visalia consisting of multimodal improvements.

The Highland project is a continuation of the Houston Community Connectivity project along W. Houston Ave. It extends approximately 150 feet east of N. Willis St.to the Santa Fe roundabout, following a similar design. The project will eliminate on-street parking on both sides of W. Houston Avenue to accommodate Class II bike lanes on the north side and Class IV protected bike lanes on the south side.

Along the Houston Avenue corridor, the project improvements will include a protected intersection at W. Houston Ave. and Dinuba Boulevard, along with enhanced striping, crosswalks, and accessible curb ramps to improve pedestrian comfort and connectivity.

Along the Grove Avenue corridor, project enhancements on local streets will include neck-down intersections implemented through bulb-outs, as well as upgraded ADA curb ramps and crossings. A total of five intersections along the corridor will be improved to help calm traffic and enhance pedestrian comfort and mobility.

Other project enhancements include upgrades to four additional intersections within the Highland community with traffic-calming measures similar to those planned for the Grove Avenue corridor, including neck-down intersections and upgraded curb ramps. The intersections that will receive improvements are Goshen Avenue at Stevenson Street, Goshen Avenue at Jacobs Street, State Route 63 at 3rd Avenue, and State Route 63 at Pearl Street.

Additionally, the project will implement a mini roundabout at the intersection of Highland Street and Grove Avenue to help calm traffic at this higher-volume neighborhood intersection.

Because the project scope was included in the adopted Active Transportation Program award, any modifications to the project scope must be coordinated with and approved by the California Transportation Commission.

Non-Infrastructure Component (NI):
While this staff report focuses on initiating design services for the infrastructure component (IF) of the project, it is important to highlight that the ATP award also includes a non-infrastructure component (NI) intended to support public education and community outreach related to active transportation. A separate staff report will be presented to Council at a later date to consider the award and implementation of the non-infrastructure component.

The non-infrastructure program is structured as a citywide initiative focused on education, encouragement, and safety awareness related to walking and bicycling. While the program will help familiarize residents with improvements associated with the Highland community area, the activities funded through this component are not limited to the project area and will be implemented throughout the City of Visalia.

Planned activities include community initiatives, such as bicycle skills classes, guided community rides, and in-person education and encouragement. These efforts focus on bicycle and pedestrian safety, safe routes to school programming, after-school programs, and school assemblies aimed at increasing awareness and promoting safe walking and bicycling practices. These efforts are intended

to encourage safe use of active transportation facilities and support broader mobility and safety goals across the community.

Consultant Selection Process.
On April 25, 2025, the City Council awarded the on-call civil engineering services contract for RFQ 24 -25-29 to six (6) civil engineering consultants consisting of Peters Engineering Group, 4 Creeks, Inc., Provost & Pritchard Consulting Group, TRC Engineers, Inc., Lane Engineers, Inc., and CWE.

CWE is one of the on-call consultants on the current list. The Highland Community connectivity project design is being funded with local funds and CWE was selected on a rotational basis to submit a proposal for design services related to this project. The project will construct traffic calming measures, one protected intersection, one traffic circle, and two raised intersections (to be reviewed and approved by Caltrans), 3,000 feet of class IV bike lanes along the south side of W. Houston Avenue, retrofitting of the existing and non-existing curb returns to comply with Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements, intersection modifications such as concrete paint bulb out curb return configurations, crosswalks to shorten crossings, and possible addition of 80 shade trees that could potentially be replaced with stamped concrete medians, pending approval from the California Transportation Commission to modify the currently approved project outcome.

Public Outreach
Engineering staff conducted public outreach to gather input and feedback from the community to ensure the community's needs are addressed. The public outreach conducted included:

- General Public & Online Surveys - 4/4/24 to 4/18/24
- 1 Pop Up Event
    - Senior Center - 5/16/24
- 2 Public Workshops
    - Highland School ProYouth Heart Workshop - 4/5/24
    - Walk Audit Highland School - 02/29/24

Because some of the Highland area enhancements will be permanent, engineering staff will conduct an additional targeted, project-specific outreach effort to ensure that affected stakeholders are informed about the proposed improvements, project progress, and anticipated construction impacts. This effort, in conjunction with the project's Non-Infrastructure (NI) component, will support public education and increase community awareness of the new configuration.

Once the consultant and city staff have completed public outreach and developed an acceptable conceptual design, it will be presented to the Council for final feedback and approval.

Fiscal Impact:
The Highland Community connectivity project preliminary phases are funded by Measure R Local funds and the construction phase is funded by the ATP state grant. ATP grant funds are allocated for each specific phase of the project as requested at time of project application. The project ATP fund application consists of two components: (1) Infrastructure, which includes the physical aspects of the project such as design, right-of-way, and construction activities; and (2) Non-Infrastructure, which focuses on promoting walking and bicycling through education, encouragement, and safety

initiatives.

The current fiscal impact associated with this action is limited to the design phase of the project. The project's phases; Project Approvals & Environmental Documentations (PA&ED), Plans, Specifications & Estimates (PS&E) are funded through the Measure R Local (131). The current Measure R Local budget allocation falls short of the amount required to cover the project: (1) infrastructure component. This funding shortfall indicates that additional funds are required to award the design contract in its entirety. Approval of additional funding will be necessary to proceed with the contract award. As shown in the summary below, the current budget allocation is insufficient to fully cover the anticipated design costs, resulting in a deficit of $703,000.

PA&ED, PS&E Budget Summary		
Current Measure R Local (131)	1) Infrastructure Design (CP0801	$ 150,000
	2) Non-Infrastructure	$ 71,000
	Total Current Budget Alloc	$ 221,000
	Design Consultant Fees	$ 674,983
	Design Other Charges Estimate	$ 100,000
	Design Contingency 10%	$ 78,000
	Total Estimate	**$ 852,983**
Current Measure R Local (131)	1) Infrastructure Design Budget	($150,000)
Additional Funding Needed - Measure R Local (131)		**$702,983**

As detailed in the scoping portion of this report there are two components. Infrastructure, which this staff report pertains to, and non-infrastructure, which will be presented to council at a later date for award.

Staff recommends the additional appropriation of funds in the amount of $703,000 from the Measure R Local Fund (131).

The construction portion of this project is funded by the State Active Transportation Program Cycle 7 grant in the amount of $4,950,000.

Ongoing Maintenance Costs

Ongoing maintenance costs for this project consist of the typical expenses associated with street and tree maintenance within the City's right-of-way.

Generally, the future ongoing street maintenance costs within the project limits are anticipated to match existing, with the exception of those associated with the proposed improvements along the Houston Avenue corridor, from Dinuba Boulevard to Santa Fe Street. These are expected to increase based on the additional striping and associated enhancements needed to establish the

proposed Class II and Class IV bike lanes.

Staff anticipates the need to refresh the painted striping once every two years, with the replacement of the thermoplastic striping every five years following project construction. While the exact layout has not been finalized, the additional painted striping is estimated to cost $6,000 each time, with the thermoplastic striping at crosswalks and stenciling estimated at $8,000. Additionally, to achieve the classification of the Class IV bike lane, approximately 225 ground-mounted modular curbs would be installed. The cost of these is currently $135 per unit. The longevity of these is unknown at this time but is estimated at 10 years. However, these may need to be replaced more frequently as damage and wear occurs. Finally, with the delineated bike lane, additional special street sweeping will be required utilizing the City's recently purchased bike lane sweeper, at an estimated annual cost of $3,000. Using this information, staff estimates a projected average annual increase in maintenance costs to be approximately $11,000.

Tree maintenance is estimated at $400-$750 per tree annually during the first five years of establishment for medium-sized trees, including irrigation (root watering system and summer support), structural pruning, staking adjustments, weed control, and general care. After year five, as trees become established, ongoing maintenance decreases but continues due to valley heat stress and canopy development, averaging $175-$350 per tree per year.

Prior Council Action:
May 20, 2024: The City Council authorized the submission of funding application for the ATP funding (Cycle 7) and the city was awarded $5,470,000 for the Highland Community Connectivity Project. ATP funding distribution of $4,950,000 for the infrastructure component and 520,000 for the non-infrastructure component

April 21, 2025: The City Council authorized the City Manager to execute a one-year contract with Civil Engineering Consultant CWE and place the firm on an on-call list to provide civil engineering and related services in support of the City's Capital Improvement Projects.

Other:
None

Alternatives:
None Recommended

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to:
1. Award a professional design services contract to CWE for The Highland Community connectivity project in the amount of $674,983; and

2. Authorize an additional appropriation of funds in the amount of $703,000 from the Measure R Local Fund (131).

Environmental Review:
CEQA Exemption - 2026-04

Deadline for Action:

06/01/2026

Attachments:

1. Project Location Map
2. Consultant Ownership Disclosure Form
3. Draft Contract

Strategic Goal:

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

OWNERSHIP DISCLOSURE

CWE

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

1561 E. Orangethorpe Avenue, Suite 240, Fullerton, CA 92831

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:

Jason Pereira; Vik Bapna

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

   YES:____ NO: X If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

CWE

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Jason Pereira

Print or Type Name of Authorized Individual

PROFESSIONAL SERVICES AGREEMENT

Professional Design Services
For Highland Community Connectivity Project

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Visalia, hereinafter referred to as the "CITY", and *CWE* hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

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

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

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work as stated in RFP, which shall be the Scope of Work for the project as described, unless the parties agree in writing to modify the Scope of Work as stated in RFP, for the cost identified in Exhibit "B" - Project Schedule of Fees.

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

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in Exhibit "C" - Scope of Work, unless otherwise extended in writing by CITY, in its sole discretion.

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

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

III. COMPENSATION

A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, ***a lump sum amount of Five hundred three thousand nine hundred twenty-nine dollars and no cents ($503,929.00) for all base services (Tasks 1–11 excluding task 5) and for time and materials not to exceed fee of One hundred seventy-one thousand fifty-four dollars and no cents ($171,054.00) for optional items (Tasks 5, 12 through18),*** as shown in Exhibit "B". This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "C". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work, Project Fees, and Schedule identified in Exhibit "A", "B", and "C", respectively. No other compensation is authorized by this Agreement without separate written amendment.

B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

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

B. CONSULTANT: *Steven Bell* shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

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

A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (15) days before the effective date of such termination.

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

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

2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

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

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

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

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

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

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

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

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

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

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

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

VII DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, ENGINEERING CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS

Notice is hereby given that this is an Engineering Project. All contractors and subcontractors bidding and performing work on Engineering Projects *(including Consultants and Sub-Consultants who employ or subcontract workers to perform any trade that has a prevailing wage designation such as surveyor)* must:

A. Register on an annual basis with the California Department of Industrial Relations (DIR)

B. Furnish electronic payroll records for new projects to the Labor Commissioner.

All contractors and consultants are to be registered at time of bid/proposal submittal and remain registered with the California Department of Industrial Relations (DIR) throughout the duration of this Agreement.

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.

VIII CITY OF VISALIA LABOR COMPLIANCE MANUAL

Consultant shall comply with the *City of Visalia Labor Compliance Manual* which is attached to this Agreement as Exhibit “D” and available at **visaliapurchasing.org**.

IX NO PERSONNEL, AGENCY OR COMMISSION

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

X. SUBCONTRACTING

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

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

XI. INDEPENDENT CONTRACTOR

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

XII. SPECIFICATIONS

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

XIII. DOCUMENTS/DATA

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

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

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

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

XIV. INDEMNIFICATION AND INSURANCE

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

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

B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and

volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

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

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

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

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

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

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

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

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

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

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

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

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

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

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

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

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

3. Terminate this Agreement.

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

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

XV. NON-DISCRIMINATION

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

XVI. MISCELLANEOUS PROVISIONS

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

B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

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

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

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

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

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

CWE
1561 Orangethorpe Ave Ste. 240
Fullerton, CA 92831

Attention: Steven Bell
Phone: 714-526-7500 x219
Email: sbell@cwecorp.com

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

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

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

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

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

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

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

N. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under

state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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

CITY OF VISALIA

_____
City Manager

CONSULTANT

_____
CWE Representative

Approved as to Form

_____
City Attorney

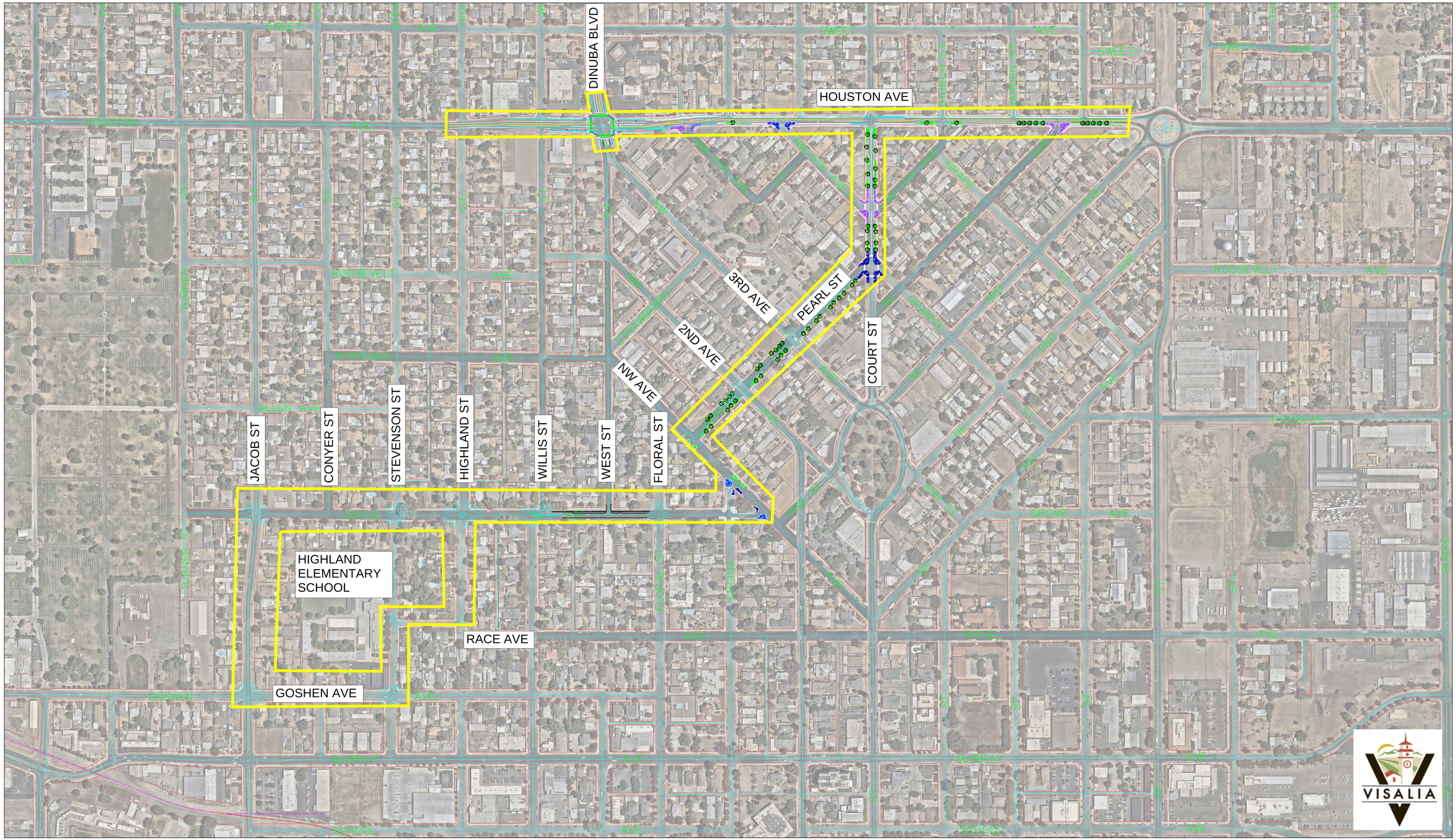
_____
Risk Manager

_____
Project Manager

Attachments:

Exhibit “A”: Scope of Work as stated in RFP.
Exhibit “B”: Project Schedule of Fees as submitted by Consultant
Exhibit “C”: Scope of Work as submitted by Consultant
Exhibit “D”: Visalia Labor Compliance Manual (as applicable)
Exhibit “E”: Certificate of Insurance as submitted by Consultant
Exhibit “F”: City of Visalia Forms as submitted by Consultant
Exhibit “G”: Caltrans Forms as Submitted by Consultant
Exhibit “H”: Federal & State Requirements Acknowledgment as submitted by Consultant

Attachment 1 Project Location Map



HIGHLAND COMMUNITY CONNECTIVITY PROJECT

Visalia City Council

Staff Report

File #: 25-0651 **Agenda Date:** 6/1/2026 **Agenda #:** 3.

Agenda Item Wording:
Authorize the purchase of traffic signal poles - Authorize the City Manager to purchase traffic signal poles, cabinet and controllers from JAM Services Inc. in the amount of $190,960 for the Ferguson Avenue and Mooney Boulevard intersection project.

Deadline for Action: 6/1/2026

Submitting Department: Community Development

Prepared by:
Rudy Lopez, Associate Engineer, Rudy.Lopez@visalia.gov, 713-4270
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.gov, 713-4540
Rebecca Keenan, Senior Civil Engineer, Rebecca.Keenan@visalia.gov, 713-4541
Chris Crawford, City Engineer, chris.crawford@visalia.gov, 713-4331
Jason Huckleberry, Engineering and Building Department Director, Jason.Huckleberry@visalia.gov, 713-4495

Department Recommendation: Staff recommends that the City Council authorize the City Manager to purchase traffic signal poles, cabinet and controllers from JAM Services Inc. in the amount of $190,960 for the traffic signal project at the intersection of Ferguson Avenue and Mooney Boulevard.

Summary:
Based on past coordination with suppliers and procurement experience on comparable capital improvement traffic signal projects, the estimated lead time for fabrication and delivery of traffic signal poles is currently between 24 and 36 weeks from the date an order is placed. The project is currently in the purchasing department queue for advertising, with an estimated 3-4 months before the bid process is finalized. By authorizing procurement at this stage, staff anticipates that the signal poles can be delivered by approximately November 2026, allowing sufficient time for coordination with construction activities and maintaining the overall project delivery schedule.

Background Discussion:
The intersection of W. Ferguson Ave. and N. Mooney Blvd. has been evaluated as part of the city's traffic signal prioritization procedures and meets the criteria for signalization. The intersection is to be controlled by fully actuated eight-phase operation (protected left-turns), with pedestrian crossings on each leg of the intersection, overhead safety lighting, a battery backup system, video vehicle detection, emergency vehicle preemption equipment, and other amenities to provide for a fully functioning traffic signal. The intersection improvements also consist of necessary restriping to conform to the traffic signal and the construction or replacement of non-compliant ADA pedestrian ramps with ADA and PROWAG compliant pedestrian ramps.

City Furnished Signal Poles

City staff is recommending purchasing the signal pole package ahead of the construction contracts being executed to get ahead of the 24-36-week lead time. Purchasing the signal poles, cabinet and controllers now can have them delivered by November 2026. If staff waits for the bid to be completed and the contractor contracts to be executed this could delay the pole delivery by 4 to 5 months pushing delivery to April 2027 or later.

Quote Process

Staff requested a quote for the signal poles, cabinet and controllers based on the signal design from the following suppliers:

	Contractor	**Quote Amount**
1	JAM Services Inc.	$190,960.00
2	Arrow/SWARCO	$194,045.04
3	AZCO supply	$210,738.65
4	Del Sol Resources	$0.00
5	Ameron	$0.00
6	Associated Lighting Representatives (ALR)	$0.00

JAM Services Inc. provided the lowest quote among all vendors for the signal poles, cabinet, and controllers. Arrow/SWARCO submitted the second-lowest quote, while AZCO Supply provided the third and highest quote received. Del Sol Resources, Ameron, and Associated Lighting Representatives (ALR) did not respond to the City's request for a quote.

Fiscal Impact: The traffic signal project at the intersection of Ferguson Avenue and Mooney Boulevard is a multi-funded project with funds budgeted from the Measure R Local Fund (131) and Transportation LTF Funds (281). See the project funding breakdown below.

Traffic signal project at Ferguson Ave. & Mooney Blvd.	
Project Budget (CP0520)	
Measure R Local Fund (131)	$589,100
Transportation Fund (281-LTF)	$550,000
Total Project Funding	**$1,139,100**
Estimated Project Costs:	
Project management & misc.	$75,000
Design services	$109,847
Traffic signal misc. & Construction (10% constr	$930,840
Traffic Signal Pole Purchase	$190,960
Construction Management	$50,000
Construction Services (Material Testing, Inspec	$60,000
Total Estimated Project Costs:	**$1,416,647**
Surplus (Deficit)	$(277,547)

There are sufficient funds in the project budget to purchase the traffic signal poles, and associated cabinet and controllers. Staff will address the anticipated construction budget deficit at the time of award of the construction contract.

Ongoing Maintenance Costs
Ongoing maintenance costs are those typical costs associated with traffic signal maintenance and are budgeted through annual capital improvement projects within the Gas Tax Fund (111).

Prior Council Action:
March 25, 2022
The City Council authorized the City Manager to execute a one-year contract with civil JLB Traffic Engineering Inc., RFQ 20-21-55 and place the firm on an on-call list to design traffic signals and intersection improvements in support of the City's capital improvement projects.

Other: None

Alternatives: None

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to purchase traffic signal poles, cabinet and controllers from JAM Services Inc. for the amount of $190,960 for the Ferguson Avenue and Mooney Boulevard intersection project.

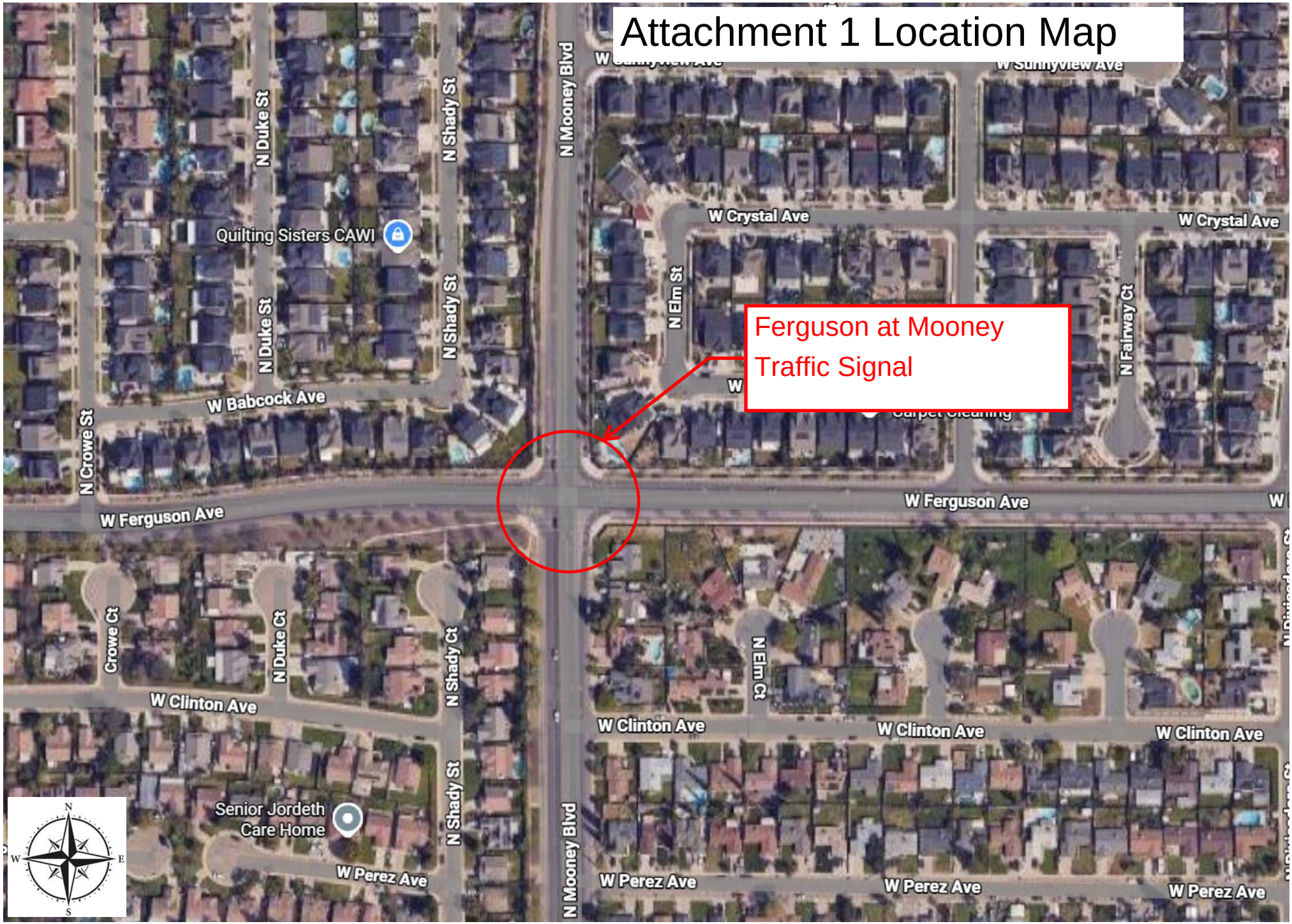
Environmental Assessment Status:
CEQA Exemption - 2025-16

Attachments:
1. Project location map
2. JAM Services Inc. quote
3. JAM Services Inc. disclosure form

Strategic Goal:

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

Attachment 1 Location Map



Attachment 2 JAM Services Quote

QUOTATION

958 East Airway Blvd.
Livermore, CA 94551

QUOTATION # JVM050726KREV2

Project Name: City of Visalia Ferguson at Mooney
Bid Date: 5-7-26

JAM Services is pleased to provide the following price quotation for the subject project:

LOCATION Ferguson at Mooney
Pole package to include:
(1) Galvanized type 61-5-100, 60, 15
(1) " " 29-5-100, 50, 15
(1) " " 26-4-100, 45, 15
(1) " " 26-4-100, 40, 15
(4) " " 15TS, 15
(2) " " PPB Post Type 2
LOT ANCHOR BOLTS WITH PLATES

TOTAL PRICE $ 149,600.00

(2) 2070LX Controller with D4 Software and 1C Card

TOTAL PRICE: $ 9,900.00

(1) 332L Cabinet with Plug Ins

TOTAL PRICE: $ 16,500.00

SUBTOTAL: $176,000.00

TAX (8.5%): $ 14,960.00

FREIGHT: INCL

GRAND TOTAL: $190,960.00

***Quoting per cusetomer supplied BOM. Does not include signals, EVP, VDS, BBS, Reg Signs, Etc**

Poles per the 2023 Caltrans Standard Plans and specifications.

Freight allowed, but tax to be added as determined by the final bill of materials and the delivery address. If I can be of further assistance, please contact me at 925-455-5267.

Thank you – Jason Momaney

Standard Exclusions:

- Service pedestals are not included unless expressly noted.
- Pedestrian Barricades are not included unless expressly noted.
- Quote does not include and cable or wiring unless expressly noted.
- For CCTV, RRFB, Speed feedback signs and Communication/ITS materials and other auxillary items- onsite support is not included unless expressly noted.
- All pricing assumes standard daytime turn-on M-F where applicable. If nighttime or weekend turn on is required, it may be subject to additional fees.

CITY OF VISALIA
Disclosure Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name JAMS Services, LLC (DBA JAM Services)

Firm Address 958 E Airway Blvd, Livermore, CA 94551

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:

MoboTrex Acquisition, LLC – 100% Owner

Chris Astley– Chief Executive Officer

Randall Wilson – Chief Financial Officer

John Cane - Chief Operating Officer

Michelle Kathan – VP Finance

05/18/2026
Date

Signature

Michelle Kathan, VP Finance
Print Name & Title

Date

Signature

Print Name & Title

Form Date: 8/9/07

Visalia City Council

Staff Report

File #: 25-0744 **Agenda Date:** 6/1/2026 **Agenda #:** 4.

Agenda Item Wording:
Approval of MOU with Visalia Unified School District for youth service officers assigned to school campuses - Authorize the City Manager to approve the Memorandum of Understanding (MOU) Agreement between the City of Visalia and Visalia Unified School District for Visalia Police Department Youth Services Officers assigned as campus officers at VUSD middle school and high school campuses for fiscal year 2026/27 & 2027/28.

Agenda Date: 06/01/2026

Prepared by:
Chief of Police Jason Salazar, 713- 4215, jason.salazar@visalia.gov;
Captain Andrew Swarthout, 713-4035, andrew.swarthout@visalia.gov;
Lieutenant Celeste Sanchez, 713-4154, celeste.sanchez@visalia.gov;
Financial Analyst Liz Ybarra, 713-4250, liz.ybarra@visalia.gov

Department Recommendation:
Authorize the City Manager to approve the Memorandum of Understanding (MOU) Agreement between the City of Visalia and Visalia Unified School District (VUSD) for 10 Visalia Police Department Youth Services Officers (YSOs) assigned as campus officers at VUSD middle school and high school campuses. The MOU is effective from 7/1/2026 to 6/30/2028.

Summary:
The Visalia Police Department and VUSD mutually agree to maintain YSOs on VUSD campuses from July 1, 2026, through June 30, 2028, for the purpose of providing police presence, services, support, directions to students and VUSD staff, and providing criminal or juvenile investigative services during the school years.

The goal of the YSO program is to improve the attendance, grades, and behavior of the students at the campuses who have demonstrated problems at school, home, and in the community; to enhance campus and public safety; and to develop positive police-youth relationships.

Background Discussion:
Visalia Police YSOs will remain on the campuses of the following five (5) District High Schools: Golden West High School, El Diamante High School, Mt. Whitney High School, Redwood High School, Sequoia High School; as well as five (5) of the District's Middle Schools: Divisadero, La Joya, Valley Oak, Ridgeview, and Green Acres. The YSO assigned to Sequoia High School will also be assigned to provide police presence and services to Creekside Community School. This represents a total of 10 YSOs assigned to VUSD schools.

A Visalia Police Sergeant will continue to manage and supervise all YSOs in their day-to-day duties. This position is fully funded by the City of Visalia and is housed at the Visalia Police Department

headquarters.

Each YSO will work on their assigned campus throughout the school year in a collaborative manner with the site administrators and staff, maintaining the highest level of visibility possible. YSOs will utilize intervention, prevention, or suppression skills with the students who are involved in criminal activity or need special attention, counseling, or enforcement. They will continue to conduct investigations of criminal or juvenile related cases, where the victim, witness, or suspect attends the school of the YSOs assignment, whether the case is an onsite case or a case which was assigned as a follow-up investigation. They will also continue to provide input and guidance on how to respond to bomb threats, active shooter situations, or other situations that could lead to a lockdown at the school sites and appropriate VUSD personnel.

Fiscal Impact including annual maintenance and operating costs:
The City of Visalia will fund one-half (1/2) of the cost associated with the 10 YSO positions, including salaries, benefits, vehicle maintenance, and estimated overtime for the 2026/27 and 2027/28 school years. This expenditure is appropriated during the biennial budget process.

The City of Visalia will provide a Police Sergeant to function as the full time YSO Supervisor and will fund all salary, benefits, and equipment costs of the position.

The cost breakdown for the YSO Program for each agency is as follows:

	FY 2026-27	**FY 2027-28**	**Total**
City of Visalia	$1,365,256	$1,409,050	$2,774,306
VUSD (10) ½ of S&B, OT, Fuel	$1,080,328	$1,114,959	$2,195,287
Program Total	**$2,445,584**	**$2,524,009**	**$4,969,593**

	FY 2026-27	**FY 2027-28**	**Total**
One (1) Supervisor, rank of Sergeant; all Salary & Benefits	$284,928	$294,091	$579,019
Ten (10) YSOs, Police Officer Rank; Salary & Benefits, Fuel & Estimated OT	$2,160,656	$2,229,918	$4,390,574
Program Total	**$2,445,584**	**$2,524,009**	**$4,969,593**

Prior Council Action: None.

Alternatives: None.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to approve the Memorandum of Understanding (MOU)

Agreement between the City of Visalia and Visalia Unified School District (VUSD) for Visalia Police Department Youth Services Officers (YSOs) assigned as campus officers at VUSD middle school and high school campuses for fiscal year 2026/27 & 207/28.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/01/2026

Attachments: MOU

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**

FISCAL YEARS
2026-2027
2027-2028

MEMORANDUM OF UNDERSTANDING
BY & BETWEEN:

CITY OF VISALIA

AND

VISALIA UNIFIED SCHOOL DISTRICT

FOR

VISALIA POLICE DEPARTMENT YOUTH SERVICES OFFICERS

ASSIGNED AS

CAMPUS OFFICERS AT THE MIDDLE SCHOOLS AND HIGH SCHOOLS

JULY 1, 2026

This MOU is entered into, and recognized as a vital working partnership agreement, on the 1St day of July 1, 2026 through June 30, 2028, between the City of Visalia and its Police Department, referred to as the "City", and the Visalia Unified School District, referred to as the "District".

RECITALS

Whereas, the Parties mutually desire to maintain Police Department **Youth Services Officers (YSOs)**, on the **District's** campuses throughout fiscal years 2026-2027; 2027-2028, for the purpose of providing police presence and services, providing support and direction to the youth and staff of the **District**, and providing criminal/juvenile investigative services.

Whereas, the Parties further desire to maintain **YSOs** on the campuses of the following District High Schools: Golden West High School, El Diamante High School, Mt. Whitney High School, Redwood High School; as well as the District's Middle Schools: Divisadero, La Joya, Valley Oak, Ridgeview, and Green Acres; and assign one YSO to be responsible for providing police presence and services at Sequoia High School and Creekside Community School. This represents a total of ten (10) **YSOs** assigned to the schools per this contract for the purpose of providing a police presence, police services and the delivery of criminal/juvenile investigative services.

Whereas, the Parties further desire, that a **Police Sergeant** be retained full time to manage, supervise and direct all **YSOs** in their day-to-day duties. This position is fully funded by the **"City"**. The **YSO Sergeant** will solely function as the full-time supervisor of the **Visalia Police Department Youth Services Bureau**, which will include its **YSOs**.

Whereas, the **Youth Services Officer Program** by the **District** and the **City** is expected to improve the attendance, grades and behavior of the students on the campuses who have demonstrated problems at school, home and in the community.

Whereas, the Parties understand and agree that information sharing will advance the goals of this MOU and agree to share information including, but not limited to attendance, relevant student records, relevant health information, incident reports, and/or arrest records. Any information sharing by and between the Parties will be in strict compliance with local, state, and federal laws including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), California's Confidentiality of Medical Information Act (Civil Code §56 *et seq*.) the California Public Records Act (Government Code § 7920.000 *et seq*.), and the California Constitution right to privacy (Article I, § 1) .

Whereas, the Parties are willing to enter into this agreement upon the terms and conditions set forth herein.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

I. The City shall covenant or provide to the District:

A. Ten (10) full time **YSOs**, one each assigned to the five (5) District High Schools and the five (5) District Middle Schools specified above. The **YSO** assigned to Sequoia High School will be responsible to cover Creekside Community School.

B. All **YSOs** will be scheduled to be at the schools of their respective assignments during the hours and times recommended by the school's principal and mutually agreed upon by the

District and the **City**. Those times are usually during the school day, before school, during the lunch break and immediately after the school day comes to an end.

C. Regarding time away from work for vacations, training or other time off from campus, reasonable efforts will be made by the management of the **Visalia Police Department** to schedule the **YSOs** time off at a time which least interrupts the day-to-day operations of the assigned campus.

D. All **YSOs** are Peace Officers as defined in the California Penal Code and are employed by the **Visalia Police Department**, answerable directly and solely to the **Chief of Police** or the **Chief's** designee and as such are supervised by Department management and his/her assigned first line supervisor.

E. One (1) **Visalia Police Department Police Sergeant** assigned to supervise the **Visalia Police Department Youth Services Bureau**, which includes the City's **YSOs**.

F. All persons providing the services to the **Youth Services Program**, provided for herein, shall be employees of the **City** and shall at all times be subject to the direct supervision and control of the **Visalia Police Department**. The **City** shall have the sole responsibility of paying the salaries, taxes (including, but not limited to, federal Social Security taxes, and federal and California unemployment taxes), workers compensation insurance and all expenses related to each employee of the **City**.

G. A member of the **District**, selected by the **District Superintendent** or the **Superintendent's** designee, shall be part of the interview and selection process for **YSOs.**

II. Each YSO shall provide the following to the campus of his/her respective assignment as well as any campus/facility deemed necessary by the YSO Sergeant:

A. The primary **YSO** attire will be the **police service uniform,** with the only exception to this dress code being authorized by the **YSO Sergeant** or other designee of the **Chief of Police**.

B. **City** vehicles utilized by the **YSOs** will be a marked police vehicle, provided by the **City**.

C. Each **YSO** will work on his/her assigned campus or feeder schools at his/her primary workstation throughout the school year in a collaborative manner with the site administrators and staff; maintaining the highest level of visibility possible. It is understood that during any workday, should an urgent need or extraordinary circumstance arise requiring his/her presence at another District location other than his/her assigned campus, the **YSO** shall upon request and on an "as needed" basis, be required to assist with said situation.

D. Other short term absences from the assigned campus by the **YSO** may occur for administrative, training or other reasons as deemed necessary by the **YSO Sergeant**.

E. **YSOs** will develop and maintain open communication and accountability with the administration of their assigned campus, and foster and maintain that accountability with the management of the school so the **District** is always aware of the **YSOs** status, on/off campus.

F. **YSOs** will make a positive effort to interact with students as a representative of the **Visalia Police Department** and act as an adult role model at the schools. A limited amount of

overtime funds will be available to staff certain high school events with **YSO** services. Both agencies, **VPD** and **VUSD**, will agree on those events.

G. **YSOs** will utilize intervention, prevention or suppression skills with the students who are involved in criminal activity or are in need of special attention, counseling or enforcement. The **YSOs** are not responsible for requests to resolve routine discipline problems involving students.

H. **YSOs** will conduct investigations of criminal/juvenile related cases, where the victim, witness or suspect attends the school of the **YSOs** assignment, whether the case is an on-site case or case which was assigned as a follow-up investigation.

I. **YSOs** will work with the **District**, specifically the **Student Services Division**, to see that all critical information involving criminal activity at the District or involving District students, shall be filtered to the schools consistent with applicable laws.

J. **YSOs** shall make every effort to see that school employees understand the instructional, investigative, or enforcement role of the **YSO** and how to best utilize the services provided by the **Police Department.**

K. **YSOs** will provide input and guidance on how to respond to bomb threat, or active shooter situation, or other situations that could lead to a lock down at the school sites and appropriate **District** personnel.

III. The District shall agree to the following:

A. A designated parking location for each assigned Youth Services Officer (YSO) shall be identified at each school site. The location shall be mutually agreed upon by the Visalia Police Department and Visalia Unified School District and selected to provide practical and advantageous access for school operations, emergency response, and officer support needs.

B. Each School site shall maintain adequate office space on-site, along with a desk, telephone, district-wide school radio, office supplies and a computer to access **VUSD**, appropriate student information, and **District** e-mail.

C. The **Principal** of each site shall designate a site administrator as the liaison to the **YSO** and provide a system of accountability by which the **YSO** can follow which is conducive to the normal operations of both the **City** and the **District**. The **District** is responsible for administration of routine student discipline, including student code of conduct violations and student misbehavior, and the **YSO** will not be involved in that process unless the violation or misbehavior involves allegations of criminal conduct.

D. In order to maintain the success of the program, the **Principal** of each site shall provide timely feedback to the supervising **YSO Sergeant** and designated **VUSD Manager** in circumstances where said **Principal** may have concerns related to the performance of the assigned **YSO,** or questions related to the content of this agreement.

IV. Financial Agreements:

A. The parties to this MOU agree to the following financial obligations:

1. The **District** and the **City** hereby agree to share in the costs, salaries, benefits, vehicle maintenance and estimated overtime of ten (10) **YSOs** (at the same pay level of a City Police Officer) each.

    a. The **City** will fund one-half (1/2) of the cost associated with the ten (10) **YSO** positions, including salaries, benefits and vehicle maintenance, and estimated overtime for the 2026/2027 and 2027/2028 school years.

    b. The **District** will fund one-half (1/2) of the cost associated with the ten (10) **YSO** positions, including salaries, benefits and vehicle maintenance, and estimated overtime for the 2026/2027 and 2027/2028 school years.

2. The **City** shall provide a **Police Sergeant** to function as the full time **Supervisor** of the **Visalia Police Department Youth Services Bureau**. The **City** shall fund all salary, benefits, and equipment costs of the **Sergeant's** position.

B. The **City of Visalia** will provide the **District** with an invoice at the end of each quarter for the costs noted above as they apply to that quarter. The **District** shall pay that invoice within 30 days to the **City of Visalia**.

C. The cost breakdown for the **Youth Services Program for each agency is as follows:**

	FY 2026-27	**FY 2027-28**	**Total**
City Of Visalia	$1,365,256	$1,409,050	$2,774,306
Visalia Unified School District (10) 1/2 Of S&B, OT, Fuel	$1,080,328	$1,114,959	$2,195,287
Program Total	**$2,445,584**	**$2,524,009**	**$4,969,593**

	FY 2026-27	**FY 2027-28**	**Total**
1. One (1) Supervisor, rank of Sergeant; all Salary & Benefits ,	$284,928	$294,091	$579,019
2. Ten (10) YSOs Police Officer Rank; Salary & Benefits, Fuel & Estimated OT	$2,160,656	$2,229,918	$4,390,574
Program Total	**$2,445,584**	**$2,524,009**	**$4,969,593**

V. Miscellaneous Provisions:

A. This MOU shall commence on **July 1, 2026,** and continue in full force through **June 30, 2028.**

B. This MOU may be terminated at any time by either party upon 90 days prior written notice to the other party.

C. The **City** and the **District** shall hold harmless, defend, and indemnify each other from and against any liability, claims, and actions, costs, damages, or losses from injury including death to any persons, or damage to any property as a result of any act or omission of the indemnifying party or its employees or agents in the performance of activities under this agreement.

D. Any notice to be given hereunder, shall be written and given by either personal delivery or by first class mail, postage pre-paid and addressed as follows:

City of Visalia:	**Leslie Caviglia** **City Manager** **City Administration** **202 N. Santa Fe, St. Visalia, CA 93291**
City of Visalia:	**Jason Salazar** **Chief of Police** **Visalia Police Department** **303 S. Johnson Visalia, CA 93291**
VUSD District:	**Kirk Shrum** **Superintendent** **Visalia Unified School District** **5000 W. Cypress Avenue** **Visalia, CA 93277**

E. This MOU shall not be changed, altered, or modified unless the parties hereto agree to such alteration, change, or modification in writing and is signed by all parties.

F. This MOU may not be assigned or transferred by either party without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year written below.

DATED:_____ _____

City of Visalia

Leslie Caviglia, City Manager

DATED:_____ _____

City of Visalia

Jason Salazar, Chief of Police

DATED:_____ _____

Visalia Unified School District

Kirk Shrum, Superintendent

File #: 25-0766 **Agenda Date:** 6/1/2026 **Agenda #:** 5.

Agenda Item Wording:
Approve a lease agreement - Authorize the City Manager to execute a new lease agreement with the Tulare County Office of Education for the continued lease of a portion of the Manuel F. Hernandez Community Center for operation of the Tulare County Early Childhood Education Program.

Agenda Date: 06/01/2026

Prepared by: Ivan Nicar, Parks and Facilities Manager 559-713-4564; ivan.nicar@visalia.gov; Jason Glick, Parks and Recreation Director 559-713-4042; jason.glick@visalia.gov.

Department Recommendation: Staff recommends that the City Council authorize the City Manager to execute a new lease agreement with the Tulare County Office of Education (TCOE) for the continued lease of a portion of the Manuel F. Hernandez Community Center for an initial one-year term, with the option to extend for an additional one-year period.

Summary:
The proposed action authorizes the City Manager to execute a new lease agreement with the Tulare County Office of Education (TCOE) for continued use of a portion of the Manuel F. Hernandez Community Center to operate early childhood education programming. The agreement would begin July 1, 2026, for a one-year term with an option to extend for an additional year.

This lease continues a longstanding partnership that provides preschool services to Visalia families and ensures uninterrupted program delivery following the expiration of the current agreement in June 2026. The proposed lease includes a first-year rent of $20,794.54, with future adjustments based on CPI, along with TCOE's proportional share of utilities and maintenance costs.

Approval supports ongoing community programming while maintaining cost recovery for facility use.

Background Discussion:
The City of Visalia has a longstanding partnership with TCOE to provide pre-school programming for families in Visalia. This partnership includes TCOE leasing the Fairview Community Center and portions of the Manuel F. Hernandez Community Center.

On January 6, 2020, the Council authorized the Fairview Community Center lease agreement, retroactive to July 1, 2019, for an initial five-year term with up to two additional five-year extensions. The longer-term lease enabled TCOE to qualify for additional grant funding for facility improvements.

On July 18, 2022, the Council authorized an additional one-year lease agreement for the Manuel F. Hernandez Community Center with an option for an additional one-year extension. TCOE exercised this extension, with the lease set to end in June 2026. TCOE has expressed interest in continuing the

partnership.

The proposed lease agreement, if authorized by Council, will commence on July 1, 2026, for an initial one-year term, with the option for a one-year extension, for a maximum term ending June 30, 2028.

Fiscal Impact including annual maintenance and operating costs: The new proposed lease amount for the first year is $20,794.54. Any extension will include an annual adjustment based on the Consumer Price Index (CPI) for all urban consumers, as published by the U.S. Bureau of Labor Statistics. Additionally, TCOE will pay a proportional share of utilities and landscape maintenance charges based on total square footage.

Prior Council Action:

- July 18, 2022: Authorized an additional one-year lease agreement for Manuel F. Hernandez Community Center with a one-year extension option.
- January 1, 2019: Authorized a five-year lease agreement for Fairview Community Center.
- July 13, 2009: Authorized five-year lease agreements for both Manuel F. Hernandez and Fairview Community Centers with one five-year extension option.

Alternatives: As directed by Council.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City Manager to execute a new lease agreement with the Tulare County Office of Education for the continued lease of portions of the Manuel F. Hernandez Community Center for an initial one-year term, with the option to extend for one additional year.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/01/2026

Attachments: Draft Lease Agreement between the City of Visalia and the Tulare County Office of Education for use of the Manuel F. Hernandez Community Center, with a term of July 1, 2026 through June 30, 2027, including TCOE-signed copy.

Current Lease Agreement between the City of Visalia and the Tulare County Office of Education, including an executed one-year extension, with a term ending June 30, 2026.

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**

TCOE LEASE#:
250007

LEASE AGREEMENT BETWEEN
THE CITY OF VISLAIA (CITY) AND
TULARE COUNTY OFFICE OF EDUCATION
Manuel F. Hernandez Community Center

This LEASE AGREEMENT made and entered into this 13 day of February, 2025 ~~2024~~, by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY" or "LESSOR"), and TULARE COUNTY OFFICE OF EDUCATION for its Child Care Educational Program, (hereinafter referred to as the "LESSEE"). CITY and LESSEE may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties."

For and in consideration of the payment of rent, taxes, and other charges and of performance of the covenants and conditions hereinafter set forth, LESSOR hereby Leases to LESSEE a portion of the real property located at 247 W. Ferguson, and situated in the City of Visalia, County of Tulare, State of California, more particularly and legally described *as* set forth in Paragraph IB. below.

1. **DEMISED PREMISES**
   A. **Definition** - Except as expressly provided to the contrary in this Agreement, reference to "Demised Premises" is to the described land plus any described appurtenances, including any improvements (including LESSEE's improvements), now or hereafter located on the Demised Premises, without regard to whether ownership of the improvements is in the LESSOR or in the LESSEE.
   B. **Description** - Portions of the real property located at 247 W. Ferguson, and situated in the City of Visalia, County of Tulare, State of California, including specifically: the classroom known as 'Room 2' and attached fenced in outdoor area, the kitchen facility, pantry space adjacent to kitchen facility, and use of parking lot.

2. **TERM**
   The term of this Agreement shall be for a period of one (1) year commencing on the 1st day of July 2024 and ending on the 30th day of June 2025, with an additional one (1) year extension for a maximum end date on the 30th of June 2026, unless sooner terminated as provided for herein.

3. **EARLY TERMINATION**
   This Agreement may be terminated prior to the date specified in section 2 of this Lease Agreement under any of the following circumstances. In the event of termination of this Agreement as provided herein, the LESSOR and LESSEE shall be under no further obligation or liability to each other by reason of the Agreement, and any prior rental payments will be prorated accordingly. Any rents due to LESSOR will be paid through the effective date of termination of this Agreement.
   A. Loss of Funding: It is understood that LESSEE is dependent upon funds from other Governmental and private sources. If a reduction in such funding renders LESSEE unable to maintain its program, LESSEE shall have the right to terminate this Agreement by providing LESSOR with ninety (90) days prior written notice. The determination as to whether sufficient funds are available to operate shall be within the sole discretion of LESSEE.
   B. Expansion of Program: If an increase in available funding allows LESSEE to expand its program to such an extent that the premises are no longer adequate to house the program activities, LESSEE shall have the right to terminate this Agreement by providing LESSOR with ninety (90) days prior written notice. The determination as to whether the premises provide adequate space to house the program shall be within the sole discretion of LESSEE.
   C. Mutual Consent: Both parties may terminate this lease Agreement at any time by written mutual consent.

4. **LEASE RENT**

A. LESSEE shall pay without abatement, deduction or affect, a net minimum annual rent of twenty thousand two hundred and forty-seven dollars and eighty-five cents ($20,247.85), all due and payable in equal quarterly installments of five thousand sixty-one dollars and ninety-six cents ($5,061.96) beginning on the 1st day of July 2024. Should this Agreement be extended for any reason beyond the annual term, lease amount shall be adjusted annually by using the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics.

B. All payments are due thirty (30) days from the invoice by City. Rent will be considered delinquent if CITY does not receive payment within sixty (60) days of invoice. In the event LESSEE is delinquent in remitting rent, then the rent not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

5. **USE OF DEMISED PREMISES**

A. **Defined** - LESSEE shall have the right and obligation to use said premises for the purpose of operating a child care center and for the purpose of carrying out the needs of the program, and for no other business or purpose whatsoever without the written consent of LESSOR. Leased space is defined as the Demised Premises as identified in paragraph 1.B., playground, and grounds. LESSEE shall not have the right or obligation to use the Demised Premises for any other purpose, nor shall LESSEE provide any other service without express written consent of the LESSOR.

B. **Use Obligation** - LESSEE shall actively and continuously use and operate the Demised Premises for the limited and particular exclusive use as expressly provided for above, except for failure to so use caused by reason of wars, strikes, riots, civil commotion, acts of public enemies, and acts of God. LESSEE, however, shall not and is expressly prohibited from using the Demised Premises for any other purpose or use whatsoever whether it is purported to be in addition to or in lieu of the particular exclusive use set forth above.

6. **UTILITIES AND TAXES**

LESSEE will pay promptly, when and as the same shall become due and payable, all rates, tolls and charges for utilities that shall be used by said LESSEE on said premises. LESSEE understands and agrees that they will pay, in addition to the quarterly rental charge, a proportional share of all utility and landscape maintenance charges based on total square footage. LESSEE shall pay all taxes levied or assessed upon all personal property and fixtures owned by LESSEE and located in said premises. LESSOR will pay all real property taxes and assessments levied upon the premises by whatever governmental entity during the term hereof.

7. **BUSINESS LICENSE**

LESSEE shall obtain a business license as paid by all people in similar circumstances, within the City of Visalia.

8. **ASSIGNMENT**

The LESSEE shall not assign or transfer the whole or any part of this Agreement or any interest herein, nor the whole or any part of the Demised Premises, nor contract for the management or operation of the whole or any part of the Demised Premises, nor permit the occupancy of any part thereof by any other person, nor permit transfer of the Lease or possession of the Demised Premises by merger, consolidation or dissolution, nor permit sale of a controlling interest in the voting stock in said corporation. Nothing herein contained shall be construed to prevent the occupancy of said Demised Premises by any employee or business invitee of LESSEE.

9. REPAIRS AND MAINTENANCE

A. LESSEE'S Responsibility for Maintenance and Repair - Except as otherwise provided in section B below, throughout the term of this Agreement, at LESSEE's sole cost and expense, LESSEE shall be responsible for operating and maintaining the condition, repair and maintenance of the Premises and any permitted Improvements or Alterations, including but not limited to the irrigation system, parking lots, building interiors, building improvements (except as noted in Section B below), perimeter fencing, trees, and landscape from and after the Commencement Date. In addition, if any portion of the Premises or any of the City's property located on or about the Premises is damaged by any of the activities conducted by LESSEE or its Agents or Invitees hereunder, LESSEE shall repair any and all such damage and restore the Premises or City's property to its previous condition. LESSEE must comply with State of California required regular playground inspections. LESSEE must maintain daily health and safety checklist inspections leading to monthly summaries, assuring that all equipment is safe and secure. The LESSEE must document all repairs in a playground inspection report available upon request by the LESSOR.

B. City's Responsibility for Maintenance and Repair - City shall be responsible for the "Major Maintenance" of the Premises, which shall be defined as, but not be limited to, maintenance, repair, and replacement of main systems on the Premises; which shall include, but not be limited to, the HVAC system, electrical and plumbing systems, or any other systems, consisting of work valued at over $2,500.00; and all other items determined by the Parties to be "Major Maintenance" of the Premises. LESSEE shall be responsible for all other costs of maintaining and operating the Premises. All Major Maintenance repairs by City must be conducted solely by City, in a timely fashion, and approved by City and LESSEE, so as not to disturb primary operations of LESSEE, in writing in advance of any work being conducted on the Premises.

C. LESSOR, or LESSORs agents, shall have the right of ingress and egress from the leased premises upon written notice to the LESSEE for the purpose of inspecting the same. LESSOR and its agents shall comply with the requirements of Education Code section 45125 et seq.

10. MODIFICATIONS

It is understood and agreed by and between the parties hereto that any alterations, modifications, or additions to the structural improvements, including landscaping and the paint colors, on the leasehold Demised Premises by the LESSEE can only be instituted by first obtaining written approval of the LESSOR of the plans, locations and specifications of said structural changes. Alterations, modifications, or additions to the interiors of the improvements shall not be considered structural, provided LESSEE receives permission prior to commencement of construction and agrees to provide LESSOR one set of "as built" plans for said changes within 60 days of completion. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. Modifications must also comply with all local, State and Federal requirements applicable to improvements on City of Visalia property and any funding sources used.

11. OWNERSHIP OF IMPROVEMENTS - Throughout the tern of this Agreement, all improvements identified above, shall be owned by LESSOR. LESSEE shall not remove any improvements from the Demised Premises nor waste, destroy, or modify any improvements on the Demised Premises, except as permitted by this Agreement. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in the leased premises and become the property of said LESSOR; provided, however, that LESSEE shall have the right to remove all trade fixtures which LESSEE may own or place in the leased premises during the Agreement tenn, provided that LESSEE shall not then be in default in the performance of any of the terms of this Agreement, that any such removal shall be effected before the expiration of the Agreement term, and that all damage caused to the leased premises by such removal shall be repaired by LESSEE on or before the expiration of the tenn hereof. The parties covenant for themselves and all persons claiming under them that the improvements are personal property.

12. **APPEARANCE**
LESSEE shall maintain the Demised Premises to the reasonable satisfaction of the LESSOR, and in such a manner that said Premises will be neat and well-kept in appearance.

13. **WARRANTIES - GUARANTEES - COVENANTS**
LESSOR makes no warranty, guarantee, covenant, including but not limited to covenants of title and quiet enjoyment, or averment of any nature whatsoever concerning the condition of the Demised Premises, including the physical condition thereof, or any condition which may affect the Demised Premises, and it is agreed that LESSOR will not be responsible for any loss, damage or cost which may be incurred by LESSEE by reason of any such condition or conditions.

14. **INSURANCE - FIRE** - Throughout the term of this Agreement, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept insured for the mutual benefit of the LESSOR, the LESSEE and the holder of any security interest therein, all improvements to the Demised Premises erected thereupon by the LESSEE, against loss or damage by fire and such other risks as are now or hereafter included in extending coverage endorsements in common use for commercial structures, including vandalism or malicious mischief. The amount of the insurance shall be sufficient to prevent either LESSOR or LESSEE from becoming a coinsurer under the provisions of the policies, but in no event shall the amount be less than the "Full Actual Replacement Value". Full Actual Replacement Value, as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item or property with materials of like kind and quality in compliance with any law or ordinance regulating repair or construction at the time of loss, without deduction for physical, accounting, or any other depreciation. LESSOR shall not carry any insurance the effect of which, would be to reduce the protection or payment to LESSEE under any insurance that this Agreement obligates LESSEE to carry. If any dispute, whether the amount of insurance complies with the above, cannot be resolved by agreement, LESSOR may, not more often than once every 12 months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. LESSEE may include the holder of any mortgage on the leasehold or on the fee or both as a loss payee; on the LESSOR's notice of demand LESSEE shall include the holder of any mortgage on the fee as a loss payee to the extent of that mortgage interest. LESSOR shall, at LESSEE's cost and expense, cooperate fully with LESSEE to obtain the largest possible recovery, and all policies of fire extended coverage insurance required by LESSOR shall provide that the proceeds shall be paid to LESSEE as follows:
   A. The proceeds shall be deemed to be held in trust by the recipient to the uses and purposes prescribed by this Agreement.
   B. Payments of the proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on LESSOR's certificates until the work is completed and accepted.
   C. Any insurance proceeds remaining after complying with the provisions of this Agreement relating to maintenance, repair, and reconstruction of improvements shall be the LESSEE's sole property.

15. **INSURANCE - LIABILITY**
Throughout the term of this Agreement, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept in force, for the mutual benefit of LESSOR and LESSEE, comprehensive broad form general liability insurance against any and all claims and liability for personal injury, death, or property damage arising out of the use, occupancy, disuse or condition of the Demised Premises, personal property thereon, improvements or adjoining areas of ways, providing combined single limit of at least One Million Dollars ($1,000,000.00), for any one accident or occurrence, for bodily injury or death to one or more persons, and at least Five Hundred Thousand Dollars ($500,000.00) for Property damage.

16. INSURANCE - WORKERS COMPENSATION

LESSEE shall maintain Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident or occurrence.

17. INSURANCE - GENERAL REQUIREMENTS

All insurance required by express provisions of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that:

A. Any loss shall be payable notwithstanding any act or negligence of LESSOR that might otherwise result in a forfeiture of the insurance.

B. The insurer waives the right of subrogation against LESSOR and against LESSOR's agents and representatives.

C. The policies are primary and noncontributing with any insurance that may be carried by LESSOR.

D. The Policies cannot be canceled or materially changed except after 30 days written notice by the insurer to LESSOR or LESSOR'S designated representative.

E. LESSEE shall furnish LESSOR with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Agreement, LESSEE shall furnish LESSOR with binders representing all insurance requirements by this Agreement. LESSEE may effect for its own account any insurance not required under this Agreement. LESSEE may provide by blanket insurance covering the Demised Premises and any other location or locations any insurance required or permitted under this Agreement provided it is acceptable to all mortgagees. LESSEE shall deliver to LESSOR, in the manner required for notices, copies of certificates of all insurance policies required by this Agreement, together with evidence satisfactory to LESSOR of payment required for procurement and maintenance of the policy, within the following time limits:

   i. For insurance required at the commencement of this Agreement, within 30 days after execution of this Agreement;

   ii. For insurance becoming required at a later date, at least 15 days before the requirements takes effect, or as soon thereafter as the requirement, if new, takes effect;

   iii. For any renewal or replacement of a policy already in existence, at least 30 days before expiration or other termination of the existing policy.

F. LESSOR, and LESSOR's elected and appointed officials, agents, representatives, and employees are to be named as additional insureds under the policy(ies).

If LESSEE fails or refuses to procure or to maintain insurance as required by this Agreement or fails to furnish LESSOR with required proof that the insurance has been procured and is in force and paid for, LESSOR shall have the right, at LESSOR's election and on five (5) days' notice to LESSEE, to procure and maintain such insurance. The premiums paid by LESSOR shall be treated as added rent due from LESSEE with interest at the rate of 18% per year, to be paid on the first day of the month following the date on which the premiums were paid. LESSOR shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

18. INDEMNIFICATION

LESSEE agrees to and shall defend and indemnify LESSOR and LESSOR's elected and appointed officials, agents, representatives and employees against all claims, liability, loss and expense caused or incurred by reason of injury to person or property, or both, including without limitation, injury to the person or property of LESSEE, its agents, officers and employees, arising out of the condition of the Demised Premises or any operations thereof conducted thereupon or therefrom caused by any act or omission or commission by LESSEE, its agents, officers, employees, or invitees, or any other cause

whatsoever, or caused by LESSOR, its agents, officers, employees, or invitees, or any other cause whatsoever, specifically to include the sole active negligence of LESSOR, its agents or employees.

LESSOR shall hold harmless and defend and indemnify LESSEE and its officers, governing board, employees and agents from any claims, damages or expenses, including attorneys' fees, arising out of or relating to or in any way connected to LESSOR's gross negligence or willful misconduct on the Property or in connection with this Agreement.

19. DEFINITION OF DEFAULT BY LESSEE

Each of the following events shall be a default by LESSEE and a material breach of this Agreement.

A. Abandonment or surrender of the Demised Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Agreement to be paid by LESSEE, or to perform as required or conditioned by any other covenant or condition of this Agreement.

B. The subjection of any right or interest of LESSEE to attachment, execution, or other levy, or to seizure under legal process, if not released within 10 days provided that the foreclosure of any mortgage permitted by provisions of this Agreement relating to purchase or construction of improvements shall not be construed as a default within the meaning of this paragraph.

C. The encumbrance of the Agreement, leasehold estate and improvements thereon without the express consent of LESSOR.

D. The appointment of a receiver to take possession of the Demised Premises, or improvements or of LESSEE's interest in the leasehold estate, or of LESSEE's operation on the Demised Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (1) pursuant to administration of the estate of any deceased or incompetent LESSEE, or (2) instituted by LESSOR, the event of default being not the appointment of a receiver at LESSOR's insistence, but the event justifying the receivership, if any.

E. An assignment by LESSEE for the benefit of creditors or the filing of a voluntary or involuntary petition by or against LESSEE under any law for the purpose of adjudication of LESSEE's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 30 days after the assignment, filing or other initial event.

F. Failure to maintain said Demised Premises as required pursuant to the terms of this Agreement.

20. NOTICE OF DEFAULT

As a precondition to pursuing any remedy for an alleged default by LESSEE, LESSOR shall, before pursuing any remedy, give notice of default to LESSEE and to all qualifying subtenants whose names and addresses were previously given to LESSOR in a notice or notices from LESSEE. A qualifying subtenant is a subtenant in possession under an existing sublease which is proper under this Agreement.

If the alleged default is nonpayment of rent, taxes, or other sums to be paid by LESSEE as provided in the paragraph on rent, or elsewhere in this Agreement directed to be paid as rent, LESSEE shall have 10 days after notice is given to cure the default. For the cure of any other default, LESSEE shall promptly and diligently after the notice commence to cure the default and shall have 10 days after notice is given to complete the cure plus any additional period that is reasonably required for the curing of the default. After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of emergency, LESSOR may at LESSOR 's election, but is not obligated to, make any payment required of LESSEE under this Agreement or perform or comply with any covenant or condition imposed on LESSEE under this Agreement and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of 10% per year from the date of payment, performance, or compliance (herein called "Act"), shall be deemed

to be additional rent payable by LESSEE with the next succeeding installment of rent. No such Act shall constitute a waiver of default or of any remedy for default or render LESSOR liable for any loss or damage resulting from any such Act.

21. REMEDIES IN THE EVENT OF DEFAULT

If any default by LESSEE shall continue uncured, following notice of default as required by this Agreement, for the period applicable to the default under the applicable provision of this Agreement, LESSOR has the following remedies in addition to all other rights and remedies provided by law or equity, to which LESSOR may resort cumulatively or in the alternative:

A. LESSOR may, at LESSOR's election, terminate this Agreement by giving LESSEE notice of termination. On the giving of the notice, all LESSEE's right in the Demised Premises and in all improvements shall terminate. Promptly after notice of termination, LESSEE shall surrender and vacate the Demised Premises and all improvements in broom-clean condition, and LESSOR may re-enter and take possession of the Demised Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none; provided that no subtenant qualifying under non-disturbance provisions of this Agreement shall be ejected. Termination under this paragraph shall not relieve LESSEE from the payment of any sum then due to LESSOR or from any claim for damages previously accrued or then accruing against LESSEE.

B. LESSOR shall be entitled, at LESSOR's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of 10 percent per year from the due date of each installment. LESSOR shall make reasonable efforts to mitigate LESSEE's liability under this provision. LESSOR shall be entitled at LESSOR 's election to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination of this Agreement and the time of the claim, judgment, or other award, less all amounts by which LESSOR shall reasonably have mitigated those rental losses, plus interest on the balance at the rate of 10 percent per year, and (2) the "worth" at the time of the claim, judgment, or other award, of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the Demised Premises, or the higher/lower of the fair rental value unencumbered by the Agreement and improvements. "Worth", as used in this provision, is computed by discounting the total at the discount rate of the Federal Reserve Bank of San Francisco at the time of the claim, judgment, or award, plus one percent.

LESSOR shall not be considered to be in default under this Agreement unless (1) LESSEE has given notice specifying the default and (2) LESSOR has failed for 10 days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults.

22. **WAIVER OF DEFAULT**

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Agreement shall not constitute a waiver of any preceding default by LESSEE other than that default in the payment of the particular rental payment.

23. **LEASE ENCUMBRANCE**

LESSEE understands and agrees that it cannot encumber the Lease, leasehold estate and the improvements thereon by a deed of trust, mortgage or other security instrument to assure payment of any promissory note of LESSEE without the prior express written consent of the LESSOR in each instance, which consent shall be at the sole and exclusive discretion of the LESSOR. If any deed of trust, mortgage or other security instrument that encumbers the Agreement, leasehold estate and the improvements thereon is entered into by LESSEE without LESSOR's prior express written consent, LESSOR shall have the right to declare this Agreement in default.

LESSOR will agree to the subordination of its ownership interest to a construction loan, if any, that LESSEE may need to obtain to finance the costs of the construction of the improvements proposed for the property as set forth in the Lease agreement.

24. **EMINENT DOMAIN**

If the whole or a substantial part of the Demised Premises hereby leased shall be taken by any public authority under the power of eminent domain, the term of this Agreement shall cease as to the part taken, from the day the possession of that part shall be taken for any public purpose, and the rent shall be paid up to that day, and from that day LESSEE shall have the right either to cancel this Agreement and declare the same null and void or to continue in possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Demised Premises taken. All damages awarded for such taking shall belong to and be the property of the LESSOR whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises herein leased, LESSEE's only remedies being the election of cancellation or reduction in rent; provided, however, that LESSOR shall not be entitled to any award made for the taking of any installation or improvements on the Demised Premises belonging to LESSEE.

25. **ATTORNEYS' FEES**

If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorneys' fees. Arbitration is not an action or proceeding for the purpose of this provision.

26. **NOTICES**

As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provision of this Agreement on rent direct otherwise, rent shall be sent in the manner provided for giving notice.

A. Writing. All Notices must be in writing, provided that no writing other than the check or other instruments representing the rent payment itself need accompany the payment of rent.

B. Delivery. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) on the date shown on the return receipt after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage

and postal charges prepaid, addressed by name and address to the party or persons intended as follows:

Notice to LESSOR:	City of Visalia City Clerk 220 N. Santa Fe St. Visalia, CA 93292
Copy to:	City of Visalia Leases 707 W. Acequia Visalia, CA 93291
Notice to LESSEE:	Tulare County Office of Education P.O. Box 5091 Visalia, CA 93278-5091
Copy to:	Tulare County Office of Education - Early Childhood Education 7000 Doe Ave, Suite C Visalia, CA 93291

C. Change of recipient or address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

D. Recipient named. Each recipient named must be an individual person. If more than one recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipients named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Agreement, unless the name or identity of the party has changed as permitted in this Agreement and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest designating party, and the notice is considered given when the first attempt to give notice was properly made.

27. SIGNS

LESSEE agrees that no signs will be painted or erected on the subject Demised Premises unless such signage is first approved in writing by LESSOR and is also approved by the City of Visalia in its governmental capacity. All signage painted or erected on the subject Demised Premises or off-site signage for the benefit or use of LESSEE, shall be in compliance with the City of Visalia ordinance related to signs, zoning and building regulations.

28. AFFECT OF ILLEGALITY

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

29. TERMINATION RIGHTS

The LESSEE shall have the right to terminate this AGREEMENT upon thirty (30) days written notice to LESSOR in the event the LESSOR defaults on its obligations under this Agreement.

30. SURRENDER ON TERMINATION

At the expiration or earlier termination of the term, LESSEE shall surrender to LESSOR the possession of the Demised Premises. Surrender or removal of improvements, fixtures, and trade fixtures shall be as directed in above provisions of this Agreement on ownership of improvements at termination. LESSEE shall leave the surrendered Demised Premises and any other property in good and broom- clean condition except as provided to the contrary in provisions of this Agreement on maintenance and repair of improvements. All property that LESSEE is required to surrender shall become LESSOR's property at the termination of the Agreement. All property that LESSEE is not required to surrender but that LESSEE does abandon shall, at LESSOR's election, become LESSOR's property at termination. If LESSEE fails to surrender the Demised Premises at the expiration or sooner termination of this Agreement, LESSEE shall defend and indemnify LESSOR from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from LESSEE's failure to surrender.

31. HOLDOVER

This Agreement shall terminate without further notice at expiration of the Agreement term. Any holding over by LESSEE after either expiration or termination shall not constitute a renewal or extension, or give LESSEE any rights in and to the Demised Premises. If LESSEE, with LESSOR's consent, remains in possession of the Demised Premises after expiration or termination of the term or after the date in any notice given by LESSOR to LESSEE terminating this Agreement, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During any such month-to-month tenancy, LESSEE shall continue to pay all rent required by this Agreement. All other provisions of this Agreement, except those pertaining to term, shall apply to the month-to-month tenancy.

32. TIME IS OF THE ESSENCE

Time is of the essence of each and all of the terms and provisions of this Agreement and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors of LESSEE as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Agreement shall extend to and bind any successors and sublessees of LESSEE.

33. ACCEPTANCE OF DEMISED PREMISES

By signing this Agreement, LESSEE represents and warrants that LESSEE has independently inspected the Demised Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Demised Premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this Agreement. LESSEE further acknowledges that the Demised Premises are in the condition called for by this Agreement, and that LESSEE does not hold LESSOR responsible for any defects in the Demised Premises.

34. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each

party has relied on his own examination of this Agreement, counsel of his own advisors and the warranties, representations, and covenants if any, in the Agreement itself. The failure or refusal of either party to inspect the Demised Premises or improvements, to read the Agreement or other documents, or to obtain legal or other advise relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection or advise.

For good and adequate consideration, LESSOR leases the Demised Premises to LESSEE, and LESSEE hires from LESSOR, for the term and on the provisions contained in the Agreement including, without limitation, provisions prohibiting assignment, subleasing, and encumbering said Agreement without the express written consent of LESSOR in each instance.

35. VENUE

This contract is to be construed by the laws of the State of California with venue only in Tulare County, or the United States District Court for the Eastern District of California.

TULARE COUNTY OFFICE OF EDUCATION, LESSEE

Tim A. Hire, County Superintendent of Schools

Dated: 8/7/, 2024

CITY OF VISALIA, LESSOR

Leslie Caviglia, City Manager

Dated: 2-13-25, ~~2024~~

APPROVED AS TO FORM:

Ken Richardson, City Attorney

Dated: 2-7-25, ~~2024~~

Andrew Guzman, Risk Management

Dated: 2/10/25, ~~2024~~ 2025

LEASE AGREEMENT BETWEEN THE
CITY OF VISALIA (CITY) AND
TULARE COUNTY OFFICE OF EDUCATION
Manuel F. Hernandez Community Center

This LEASE AGREEMENT made and entered into this ____day of _____, 2026, by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY" or "LESSOR"), and TULARE COUNTY OFFICE OF EDUCATION for its Child Care Educational Program, (hereinafter referred to as the "LESSEE"). CITY and LESSEE may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties."

For and in consideration of the payment of rent, taxes, and other charges and of performance of the covenants and conditions hereinafter set forth, LESSOR hereby Leases to LESSEE a portion of the real property located at 247 W. Ferguson, and situated in the City of Visalia, County of Tulare, State of California, more particularly and legally described as set forth in Paragraph 1B. below.

1. **DEMISED PREMISES**
   - **A.** Definition - Except as expressly provided to the contrary in this Agreement, reference to "Demised Premises" is to the described land plus any described appurtenances, including any improvements (including LESSEE's improvements), now or hereafter located on the Demised Premises, without regard to whether ownership of the improvements is in the LESSOR or in the LESSEE.
   - **B.** Description - Portions of the real property located at 247 W. Ferguson, and situated in the City of Visalia, County of Tulare, State of California, including specifically: the classroom identified as “Room 2”; the attached fenced outdoor area; The kitchen facility, which TCOE plans to utilize until October 1, 2026; upon vacating, TCOE shall utilize a kitchen storage area measuring approximately 54.125 inches in width by 29.5 inches in depth for placement of a commercial-grade refrigerator; the pantry space adjacent to the kitchen facility, and non-exclusive use of the parking lot.
2. **TERM**
   The term of this Agreement shall be for a period of one (1) year commencing on the 1st day of July 2026 and ending on the 30th day of June 2027, with an additional one (1) year extension for a maximum end date on the 30th of June 2028, unless sooner terminated as provided for herein.

3. **EARLY TERMINATION**
   This Agreement may be terminated prior to the date specified in section 2 of this Lease Agreement under any of the following circumstances. In the event of termination of this Agreement as provided herein, the LESSOR and LESSEE shall be under no further obligation or liability to each other by reason of the Agreement, and any prior rental payments will be prorated accordingly. Any rents due to LESSOR will be paid through the effective date of termination of this Agreement.
   - **A.** Loss of Funding: It is understood that LESSEE is dependent upon funds from other Governmental and private sources. If a reduction in such funding renders LESSEE unable to maintain its program, LESSEE shall have the right to terminate this Agreement by providing LESSOR with ninety (90) days' prior written notice. The determination as to whether sufficient funds are available to operate shall be within the sole discretion of LESSEE.
   - **B.** Expansion of Program: If an increase in available funding allows LESSEE to expand its program to such an extent that the premises are no longer adequate to house the program activities, LESSEE shall have the right to terminate this Agreement by providing LESSOR with ninety (90) days' prior written notice. The determination as to whether the premises provide adequate space to house the program shall be within the sole discretion of LESSEE.
   - **C.** Mutual Consent: Both parties may terminate this lease Agreement at any time by written mutual consent.

4. LEASE RENT

A. LESSEE shall pay without abatement, deduction, or effect, a net minimum annual rent of twenty thousand seven hundred ninety-four dollars and fifty-four cents ($20,794.54), all due and payable in equal quarterly installments of five thousand one hundred ninety-eight dollars and sixty-three cents ($5,198.63) beginning on the 1st day of July 2026. Should this Agreement be extended for any reason beyond the annual term, the lease amount shall be adjusted annually by using the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics.

B. All payments are due thirty (30) days from the invoice by the City. Rent will be considered delinquent if CITY does not receive payment within sixty (60) days of invoice. In the event LESSEE is delinquent in remitting rent, then the rent not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

5. USE OF DEMISED PREMISES

A. Defined - LESSEE shall have the right and obligation to use said premises for the purpose of operating a childcare center and for the purpose of carrying out the needs of the program, and for no other business or purpose whatsoever without the written consent of LESSOR. Leased space is defined as the Demised Premises as identified in paragraph 1.B., playground, and grounds. LESSEE shall not have the right or obligation to use the Demised Premises for any other purpose, nor shall LESSEE provide any other service without the express written consent of the LESSOR.

B. Use Obligation - LESSEE shall actively and continuously use and operate the Demised Premises for the limited and particular exclusive use as expressly provided for above, except for failure to so use caused by reason of wars, strikes, riots, civil commotion, acts of public enemies, and acts of God. LESSEE, however, shall not and is expressly prohibited from using the Demised Premises for any other purpose or use whatsoever, whether it is purported to be in addition to or in lieu of the particular exclusive use set forth above.

6. UTILITIES AND TAXES

LESSEE will pay promptly, when and as the same shall become due and payable, all rates, tolls, and charges for utilities that shall be used by said LESSEE on said premises. LESSEE understands and agrees that they will pay, in addition to the quarterly rental charge, a proportional share of all utility and landscape maintenance charges based on total square footage. LESSEE shall pay all taxes levied or assessed upon all personal property and fixtures owned by LESSEE and located in said premises. LESSOR will pay all real property taxes and assessments levied upon the premises by whatever governmental entity during the term hereof.

7. BUSINESS LICENSE

LESSEE shall obtain a business license as paid by all people in similar circumstances, within the City of Visalia.

8. ASSIGNMENT

The LESSEE shall not assign or transfer the whole or any part of this Agreement or any interest herein, nor the whole or any part of the Demised Premises, nor contract for the management or operation of the whole or any part of the Demised Premises, nor permit the occupancy of any part thereof by any other person, nor permit transfer of the Lease or possession of the Demised Premises by merger, consolidation or dissolution, nor permit sale of a controlling interest in the voting stock in said corporation. Nothing herein contained shall be construed to prevent the occupancy of said Demised Premises by any employee or business invitee of LESSEE.

9. REPAIRS AND MAINTENANCE

A. LESSEE'S Responsibility for Maintenance and Repair - Except as otherwise provided in section B below, throughout the term of this Agreement, at LESSEE's sole cost and expense, LESSEE shall be responsible for operating and maintaining the condition, repair and maintenance of the Premises and any permitted Improvements or Alterations, including but not limited to the irrigation system, parking lots, building interiors, building improvements (except as noted in Section B below), perimeter fencing, trees, and landscape from and after the Commencement Date. In addition, if any

portion of the Premises or any of the City's property located on or about the Premises is damaged by any of the activities conducted by LESSEE or its Agents or Invitees hereunder, LESSEE shall repair any and all such damage and restore the Premises or City's property to its previous condition. LESSEE must comply with the State of California's required regular playground inspections. LESSEE must maintain daily health and safety checklist inspections leading to monthly summaries, assuring that all equipment is safe and secure. The LESSEE must document all repairs in a playground inspection report available upon request by the LESSOR.

B. City's Responsibility for Maintenance and Repair - City shall be responsible for the "Major Maintenance" of the Premises, which shall be defined as, but not be limited to, maintenance, repair, and replacement of main systems on the Premises; which shall include, but not be limited to, the HVAC system, electrical and plumbing systems, or any other systems, consisting of work valued at over $2,500.00; and all other items determined by the Parties to be "Major Maintenance" of the Premises. LESSEE shall be responsible for all other costs of maintaining and operating the Premises. All Major Maintenance repairs by City must be conducted solely by City, in a timely fashion, and approved by City and LESSEE, so as not to disturb primary operations of LESSEE, in writing in advance of any work being conducted on the Premises.

C. LESSOR, or LESSOR's agents, shall have the right of ingress and egress from the leased premises upon written notice to the LESSEE for the purpose of inspecting the same. LESSOR and its agents shall comply with the requirements of Education Code section 45125 et seq.

10. MODIFICATIONS

It is understood and agreed by and between the parties hereto that any alterations, modifications, or additions to the structural improvements, including landscaping and the paint colors, on the leasehold Demised Premises by the LESSEE can only be instituted by first obtaining written approval of the LESSOR of the plans, locations, and specifications of said structural changes. Alterations, modifications, or additions to the interiors of the improvements shall not be considered structural, provided LESSEE receives permission prior to commencement of construction and agrees to provide LESSOR one set of "as built" plans for said changes within 60 days of completion. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by the appropriate governmental authority. Modifications must also comply with all local, State, and Federal requirements applicable to improvements on City of Visalia property and any funding sources used.

11. OWNERSHIP OF IMPROVEMENTS Throughout the term of this Agreement, all improvements identified above shall be owned by LESSOR. LESSEE shall not remove any improvements from the Demised Premises nor waste, destroy, or modify any improvements on the Demised Premises, except as permitted by this Agreement. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in the leased premises and become the property of said LESSOR; provided, however, that LESSEE shall have the right to remove all trade fixtures which LESSEE may own or place in the leased premises during the Agreement term, provided that LESSEE shall not then be in default in the performance of any of the terms of this Agreement, that any such removal shall be effected before the expiration of the Agreement term, and that all damage caused to the leased premises by such removal shall be repaired by LESSEE on or before the expiration of the term hereof. The parties covenant for themselves and all persons claiming under them that the improvements are personal property.

12. APPEARANCE

LESSEE shall maintain the Demised Premises to the reasonable satisfaction of the LESSOR, and in such a manner that said Premises will be neat and well-kept in appearance.

13. WARRANTIES - GUARANTEES – COVENANTS

LESSOR makes no warranty, guarantee, covenant, including but not limited to covenants of title and quiet enjoyment, or averment of any nature whatsoever concerning the condition of the Demised Premises, including the physical condition thereof, or any condition which may affect the Demised Premises, and it is agreed that LESSOR will not be responsible for any loss, damage or cost which may be incurred by LESSEE by reason of any such condition or conditions.

14. INSURANCE - FIRE

Throughout the term of this Agreement, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept insured for the mutual benefit of the LESSOR, the LESSEE and the holder of any security interest therein, all improvements to the Demised Premises erected thereupon by the LESSEE, against loss or damage by fire and such other risks as are now or hereafter included in extending coverage endorsements in common use for commercial structures, including vandalism or malicious mischief. The amount of the insurance shall be sufficient to prevent either LESSOR or LESSEE from becoming a coinsurer under the provisions of the policies, but in no event shall the amount be less than the "Full Actual Replacement Value". Full Actual Replacement Value, as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item or property with materials of like kind and quality in compliance with any law or ordinance regulating repair or construction at the time of loss, without deduction for physical, accounting, or any other depreciation. LESSOR shall not carry any insurance the effect of which would be to reduce the protection or payment to LESSEE under any insurance that this Agreement obligates LESSEE to carry. If any dispute, whether the amount of insurance complies with the above, cannot be resolved by agreement, LESSOR may, not more often than once every 12 months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. LESSEE may include the holder of any mortgage on the leasehold or on the fee or both as a loss payee; on the LESSOR's notice of demand, LESSEE shall include the holder of any mortgage on the fee as a loss payee to the extent of that mortgage interest. LESSOR shall, at LESSEE's cost and expense, cooperate fully with LESSEE to obtain the largest possible recovery, and all policies of fire extended coverage insurance required by LESSOR shall provide that the proceeds shall be paid to LESSEE as follows:

A. The proceeds shall be deemed to be held in trust by the recipient to the uses and purposes prescribed by this Agreement.

B. Payments of the proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on LESSOR'S certificates until the work is completed and accepted.

C. Any insurance proceeds remaining after complying with the provisions of this Agreement relating to maintenance, repair, and reconstruction of improvements shall be the LESSEE's sole property.

15. INSURANCE – LIABILITY

Throughout the term of this Agreement, at LESSEE's sole cost and expense, LESSEE shall keep or cause to be kept in force, for the mutual benefit of LESSOR and LESSEE, comprehensive broad form general liability insurance against any and all claims and liability for personal injury, death, or property damage arising out of the use, occupancy, disuse or condition of the Demised Premises, personal property thereon, improvements or adjoining areas of ways, providing combined single limit of at least One Million Dollars ($1,000,000.00), for any one accident or occurrence, for bodily injury or death to one or more persons, and at least Five Hundred Thousand Dollars ($500,000.00) for Property damage.

16. INSURANCE - WORKERS' COMPENSATION

LESSEE shall maintain Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident or occurrence.

17. INSURANCE - GENERAL REQUIREMENTS

All insurance required by express provisions of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that:

A. Any loss shall be payable notwithstanding any act or negligence of LESSOR that might otherwise result in a forfeiture of the insurance.

B. The insurer waives the right of subrogation against LESSOR and against LESSOR's agents and representatives.

C. The policies are primary and noncontributing with any insurance that may be carried by LESSOR.

D. The Policies cannot be canceled or materially changed except after 30 days' written notice by the insurer to LESSOR or LESSOR'S designated representative.

E. LESSEE shall furnish LESSOR with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Agreement, LESSEE shall furnish LESSOR with binders representing all insurance requirements by this Agreement. LESSEE may effect for its own account any insurance not required under this Agreement. LESSEE may provide by blanket insurance covering the Demised Premises and any other location or locations any insurance required or permitted under this Agreement, provided it is acceptable to all mortgagees. LESSEE shall deliver to LESSOR, in the manner required for notices, copies of certificates of all insurance policies required by this Agreement, together with evidence satisfactory to LESSOR of payment required for procurement and maintenance of the policy, within the following time limits:

   i. For insurance required at the commencement of this Agreement, within 30 days after execution of this Agreement;

   ii. For insurance becoming required at a later date, at least 15 days before the requirements take effect, or as soon thereafter as the requirement, if new, takes effect;

   iii. For any renewal or replacement of a policy already in existence, at least 30 days before expiration or other termination of the existing policy.

F. LESSOR, and LESSOR's elected and appointed officials, agents, representatives, and employees are to be named as additional insureds under the policy(ies).

If LESSEE fails or refuses to procure or to maintain insurance as required by this Agreement or fails to furnish LESSOR with the required proof that the insurance has been procured and is in force and paid for, LESSOR shall have the right, at LESSOR's election and on five (5) days' notice to LESSEE, to procure and maintain such insurance. The premiums paid by LESSOR shall be treated as added rent due from LESSEE with interest at the rate of 18% per year, to be paid on the first day of the month following the date on which the premiums were paid. LESSOR shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

18. INDEMNIFICATION

LESSEE agrees to and shall defend and indemnify LESSOR and LESSOR's elected and appointed officials, agents, representatives and employees against all claims, liability, loss and expense caused or incurred by reason of injury to person or property, or both, including without limitation, injury to the person or property of LESSEE, its agents, officers and employees, arising out of the condition of the Demised Premises or any operations thereof conducted thereupon or therefrom caused by any act or omission or commission by LESSEE, its agents, officers, employees, or invitees, or any other cause whatsoever, or caused by LESSOR, its agents, officers, employees, or invitees, or any other cause whatsoever, specifically to include the sole active negligence of LESSOR, its agents, or employees.

LESSOR shall hold harmless and defend and indemnify LESSEE and its officers, governing board, employees, and agents from any claims, damages, or expenses, including attorneys' fees, arising out of or relating to or in any way connected to LESSOR's gross negligence or willful misconduct on the Property or in connection with this Agreement.

19. DEFINITION OF DEFAULT BY LESSEE

Each of the following events shall be a default by LESSEE and a material breach of this Agreement.

A. Abandonment or surrender of the Demised Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Agreement to be paid by LESSEE, or to perform as required or conditioned by any other covenant or condition of this Agreement.

B. The subjection of any right or interest of LESSEE to attachment, execution, or other levy, or to seizure under legal process, if not released within 10 days, provided that the foreclosure of any mortgage permitted by provisions of this Agreement relating to purchase or construction of improvements shall not be construed as a default within the meaning of this paragraph.

C. The encumbrance of the Agreement, leasehold estate, and improvements thereon without the express consent of LESSOR.

D. The appointment of a receiver to take possession of the Demised Premises, or improvements or of LESSEE's interest in the leasehold estate, or of LESSEE's operation on the Demised Premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (1) pursuant to administration of the estate of any deceased or incompetent LESSEE, or (2) instituted by LESSOR, the event of default being not the appointment of a receiver at LESSOR's insistence, but the event justifying the receivership, if any.

E. An assignment by LESSEE for the benefit of creditors or the filing of a voluntary or involuntary petition by or against LESSEE under any law for the purpose of adjudication of LESSEE's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 30 days after the assignment, filing or other initial event.

F. Failure to maintain said Demised Premises as required pursuant to the terms of this Agreement.

20. NOTICE OF DEFAULT

As a precondition to pursuing any remedy for an alleged default by LESSEE, LESSOR shall, before pursuing any remedy, give notice of default to LESSEE and to all qualifying subtenants whose names and addresses were previously given to LESSOR in a notice or notices from LESSEE. A qualifying subtenant is a subtenant in possession under an existing sublease that is proper under this Agreement.

If the alleged default is nonpayment of rent, taxes, or other sums to be paid by LESSEE as provided in the paragraph on rent, or elsewhere in this Agreement directed to be paid as rent, LESSEE shall have IO days after notice is given to cure the default. For the cure of any other default, LESSEE shall promptly and diligently, after the notice, commence to cure the default and shall have 10 days after notice is given to complete the cure, plus any additional period that is reasonably required for the curing of the default. After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of emergency, LESSOR may at LESSOR's election, but is not obligated to, make any payment required of LESSEE under this Agreement or perform or comply with any covenant or condition imposed on LESSEE under this Agreement and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of 10% per year from the date of payment, performance, or compliance (herein called "Act"), shall be deemed to be additional rent payable by LESSEE with the next succeeding installment of rent. No such Act shall constitute a waiver of default or of any remedy for default or render LESSOR liable for any loss or damage resulting from any such Act.

21. REMEDIES IN THE EVENT OF DEFAULT

If any default by LESSEE shall continue uncured, following notice of default as required by this Agreement, for the period applicable to the default under the applicable provision of this Agreement, LESSOR has the following remedies in addition to all other rights and remedies provided by law or equity, to which LESSOR may resort cumulatively or in the alternative:

A. LESSOR may, at LESSOR's election, terminate this Agreement by giving LESSEE notice of termination. On the giving of the notice, all LESSEE's right in the Demised Premises and in all improvements shall terminate. Promptly after notice of termination, LESSEE shall surrender and vacate the Demised Premises and all improvements in broom-clean condition, and LESSOR may re-enter and take possession of the Demised Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none; provided that no subtenant qualifying under the non-disturbance provisions of this Agreement shall be ejected. Termination under this paragraph shall not relieve LESSEE from the payment of any sum then due to LESSOR or from any claim for damages previously accrued or then accruing against LESSEE.

B. LESSOR shall be entitled, at LESSOR's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of 10 percent per year from the due date of each installment. LESSOR shall make reasonable efforts to mitigate LESSEE's liability under this provision. LESSOR shall be entitled at LESSOR's election to damages in the following sums: (1) all amounts that would have fallen due as rent between the time of termination of this Agreement and the time of the claim, judgment, or other award, less all amounts by which LESSOR shall reasonably have mitigated those rental losses, plus interest on the balance at the rate of 10 percent per year, and (2) the "worth" at the time of the claim, judgment, or other award. of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the Demised Premises, or the higher/lower of the fair rental value unencumbered by the Agreement and improvements "Worth", as used in this provision, is computed by discounting the total at the discount rate of the Federal Reserve Bank of San Francisco at the time of the claim, judgment, or award, plus one percent.

LESSOR shall not be considered to be in default under this Agreement unless (1) LESSEE has given notice specifying the default and (2) LESSOR has failed for 10 days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults.

22. WAIVER OF DEFAULT

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Agreement shall not constitute a waiver of any preceding default by LESSEE other than that default in the payment of the particular rental payment.

23. LEASE ENCUMBRANCE

LESSEE understands and agrees that it cannot encumber the Lease, leasehold estate, and the improvements thereon by a deed of trust, mortgage, or other security instrument to assure payment of any promissory note of LESSEE without the prior express written consent of the LESSOR in each instance, which consent shall be at the sole and exclusive discretion of the LESSOR. If any deed of trust, mortgage, or other security instrument that encumbers the Agreement, leasehold estate, and the improvements thereon is entered into by LESSEE without LESSOR's prior express written consent, LESSOR shall have the right to declare this Agreement in default.

LESSOR will agree to the subordination of its ownership interest to a construction loan, if any, that LESSEE may need to obtain to finance the costs of the construction of the improvements proposed for the property as set forth in the Lease agreement.

24. EMINENT DOMAIN

If the whole or a substantial part of the Demised Premises hereby leased shall be taken by any public authority under the power of eminent domain, the term of this Agreement shall cease as to the part taken, from the day the possession of that part shall be taken for any public purpose, and the rent shall be paid up to that day, and from that day LESSEE shall have the right either to cancel this Agreement and declare the same null and void or to continue in possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Demised Premises taken. All damages awarded for such taking shall belong to and be the property of the LESSOR whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises herein leased, LESSEE's only remedies being the election of cancellation or reduction in rent; provided, however, that LESSOR shall not be entitled to any award made for the taking of any installation or improvements on the Demised Premises belonging to LESSEE.

25. ATTORNEYS' FEES

If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorneys' fees. Arbitration is not an action or proceeding for the purpose of this provision.

26. NOTICES

As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provision of this Agreement on rent is otherwise directed, rent shall be sent in the manner provided for giving notice.

A. Writing. All Notices must be in writing, provided that no writing other than the check or other instruments representing the rent payment itself needs to accompany the payment of rent.

B. Delivery. Notice is considered given either (a) when delivered in person to the recipient named below, or (b) on the date shown on the return receipt after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or persons intended as follows:

Notice to LESSOR: City of Visalia
City Clerk
220 N. Santa Fe St.
Visalia, CA 93292

Copy to: City of Visalia
Leases
707 W. Acequia
Visalia, CA 93291

Notice to LESSEE: Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091

Copy to: Tulare County Office of Education - Early Childhood Education
7000 Doe Ave, Suite C
Visalia, CA 93291

C. Change of recipient or address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

D. Recipient named. Each recipient named must be an individual person. If more than one recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipients named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Agreement, unless the name or identity of the party has changed as permitted in this Agreement and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest designating party, and the notice is considered given when the first attempt to give notice was properly made.

27. SIGNS

LESSEE agrees that no signs will be painted or erected on the subject Demised Premises unless such signage is first approved in writing by LESSOR and is also approved by the City of Visalia in its governmental capacity. All signage painted or erected on the subject Demised Premises or off-site signage for the benefit or use of LESSEE, shall be in compliance with the City of Visalia ordinance related to signs, zoning, and building regulations.

28. AFFECT OF ILLEGALITY

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

29. TERMINATION RIGHTS

The LESSEE shall have the right to terminate this AGREEMENT upon thirty (30) days written notice to LESSOR in the event the LESSOR defaults on its obligations under this Agreement.

30. SURRENDER ON TERMINATION

At the expiration or earlier termination of the term, LESSEE shall surrender to LESSOR the possession of the Demised Premises. Surrender or removal of improvements, fixtures, and trade fixtures shall be as directed in the above provisions of this Agreement on ownership of improvements at termination. LESSEE shall leave the surrendered Demised Premises and any other property in good and broom- clean condition, except as provided to the contrary in provisions of this Agreement on maintenance and repair of improvements. All property that LESSEE is required to surrender shall become LESSOR's property at the termination of the Agreement. All property that LESSEE is not required to surrender but that LESSEE does abandon shall, at LESSOR's election, become LESSOR's property at termination. If LESSEE fails to surrender the Demised Premises at the expiration or sooner termination of this Agreement, LESSEE shall defend and indemnify LESSOR from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from LESSEE's failure to surrender.

31. HOLDOVER

This Agreement shall terminate without further notice at the expiration of the Agreement term. Any holding over by LESSEE after either expiration or termination shall not constitute a renewal or extension, or give LESSEE any rights in and to the Demised Premises. If LESSEE, with LESSOR's consent, remains in possession of the Demised Premises after expiration or termination of the term or after the date in any notice given by LESSOR to LESSEE terminating this Agreement, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During any such month-to-month tenancy, LESSEE shall continue to pay all rent required by this Agreement. All other provisions of this Agreement, except those pertaining to the term, shall apply to the month-to-month tenancy.

32. TIME IS OF THE ESSENCE

Time is of the essence of each and all of the terms and provisions of this Agreement and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors of LESSEE as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Agreement shall extend to and bind any successors and sublessees of LESSEE.

33. ACCEPTANCE OF DEMISED PREMISES

By signing this Agreement, LESSEE represents and warrants that LESSEE has independently inspected the Demised Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Demised Premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this Agreement. LESSEE further acknowledges that the Demised Premises are in the condition called for by this Agreement, and that LESSEE does not hold LESSOR responsible for any defects in the Demised Premises.

34. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party**.** Each party has relied on its own examination of this Agreement, counsel of its own advisors, and the warranties, representations, and covenants, if any, in the Agreement itself. The failure or refusal of either party to inspect the Demised Premises or improvements, to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

For good and adequate consideration, LESSOR leases the Demised Premises to LESSEE, and LESSEE hires from LESSOR, for the term and on the provisions contained in the Agreement, including, without limitation, provisions prohibiting assignment, subleasing, and encumbering said Agreement without the express written consent of LESSOR in each instance.

35. VENUE

This contract is to be construed by the laws of the State of California, with venue only in Tulare County, or the United States District Court for the Eastern District of California.

TULARE COUNTY OFFICE OF EDUCATION, LESSEE

Tim A. Hire, County Superintendent of Schools
Date: _____, 2026

CITY OF VISALIA, LESSOR

Leslie Caviglia, City Manager
Date: _____, 2026

APPROVED AS TO FORM:

Ken Richardson, City Attorney
Date:_____, 2026

Andrew Guzman, Risk Management
Date:_____, 2026

Visalia City Council

Staff Report

File #: 25-0778 **Agenda Date:** 6/1/2026 **Agenda #:** 6.

Agenda Item Wording:

Award Anthony Community Center gymnasium HVAC improvement project - Authorize the City Manager to award the construction contract to BDM for the Anthony Community Center gymnasium HVAC improvement project in the amount of $169,785 and to appropriate an additional $138,325 to the project from the General Fund.

Prepared by:

Bret Adams, Project Manager II, 713-4507; Bret.Adams@visalia.gov
Rebecca Keenan, Senior Civil Engineer, 713-4541; Rebecca.Keenan@visalia.gov
Christopher Crawford, City Engineer, 713-4331; Chris.Crawford@visalia.gov
Jason Huckleberry, Eng & Bldg. Director, 713-4495; Jason.Huckleberry@visalia.gov
Jason Glick, Parks & Recreation Director, 713-4042; Jason.Glick@visalia.gov

Department Recommendation: Staff recommends that the City Council authorize the City Manager to award the construction contract to BDM Inc., for the Anthony Community Center gymnasium HVAC improvement project in the amount of $169,785 and to appropriate an additional $138,325 to the project from the General Fund.

Summary:

This project will replace the Anthony Community Center gymnasium's existing evaporative coolers and natural gas heaters with a modern HVAC system sized to control the facilities temperature in all seasons.

On May 7th, 2026, the city purchasing division received and opened four (4) bid packages for this project. BDM Inc. submitted the low bid of $169,785.

Staff recommends that the city council award the construction contract to BDM Inc. which will require the appropriation of an additional $138,325 to the project.

Background Discussion:

Originally installed in 2005, the Anthony Community Center gymnasium's heating and cooling system is now 21 years old and at the end of its useful life. As the original designer of the Anthony Community Center, TETER Inc. was sole sourced to provide design work for the HVAC improvements and delivered approved plans on March 31st, 2026. The City of Visalia issued (Request for Bid) RFB 25-26-53 on April 7th, 2026 to obtain construction bids. The following details the bid solicitation scope of work, establishment of the low bidder, bid cost analysis, and the recommended construction award.

Bid solicitation scope of work: The solicitation for this project called for a lump sum bid to perform all

work related to the HVAC improvements as well as any landscaping repairs required as a result of operating a crane in the adjacent park. The city elected to separately purchase the HVAC units, due to their extended lead time, and will furnish them to BDM Inc. for installation.

Establishing low bidder: As allowed by the California Contract Code, section 20103.8, this bid solicitation specified that the method to be used to determine the apparent low bidder would be based on the "lowest total bid". For this project, BDM Inc. submitted the low bid of $169,785.

TABLE 1

No.	Contractor	Location	Total Sum Bid
1	BDM Inc.	Hanford, CA	$169,785
2	Arctic Spark Controls	Fowler, CA	$170,550
3	American Inc.	Visalia, CA	$215,000
4	Strategic Mechanical	Fresno, CA	$281,570

The bid package for BDM was reviewed and found to be in compliance with the city's requirements. Staff also contacted BDM Inc.'s listed references at Lemoore Union Elementary school district, Central Union Elementary school district and Fresno Unified school district. All three agencies acknowledged satisfaction with the contractor's past performance. Based on the RFB submittal and reference checks, BDM Inc. is the qualified low bidder for the project.

Bid cost analysis: The lowest responsive bid from BDM Inc. is $169,785 or 22.7% below the engineer's estimate. The engineer's estimate and the submitted bids can be seen in the following table:

TABLE 2

Bid Items	Engineer's Estimate	BDM Inc.	Arctic Spark Controls	American Inc.	Strategic Mechanical
TOTAL	$219,613	$169,785	$170,550	$215,000	$281,570

Award recommendation: Based on review of the bid packages, staff recommends award of the contract to BDM Inc. in the amount of $169,785.

Fiscal Impact:

Following is the updated budget estimate for this project, including award of the bid to BDM Inc. There are currently insufficient funds in the project budget for the award of the Anthony Community Center gymnasium HVAC improvement project, therefore staff requests the appropriation of additional funds as shown below.

TABLE 3

Anthony Community Center gymnasium project budget (CP0783):	**$250,000**
Design	**Estimated Cost**
Project management, drafting, etc. (city staff)	$30,000
Design consultant (TETER Inc.)	$46,800
Permit & environmental fees	$783
Design subtotal	$77,583

Construction	**Estimated Cost**
Lump sum bid (this award to BDM Inc.)	$169,785
HVAC units (Sigler commercial)	$88,914
Construction contingency (10%)	$16,979
Construction management/inspection (city staff)	$35,064
Construction subtotal	$310,742

CP0783 Total estimated cost:	**$388,325**
Budget deficit:	**($138,325)**

Authorization of the actions recommended in this staff report will require the appropriation of an additional $138,325 to CP0783 from the General Fund.

TABLE 4

CP0783 Anthony Community Center AC unit conversion Approved budget (General Fund)	$250,000
Requested appropriation to CP0783 from the General Fund	$138,325
New CP0783 budget	**$388,325**

Prior Council Action:

June 16, 2025: The city council appropriated $250,000 and approved staff to proceed with the Anthony Community Center gymnasium HVAC improvement project.

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to award the construction contract to BDM Inc. for the Anthony Community Center gymnasium HVAC improvement project in the amount of $169,785 and to approve the appropriation of an additional $138,325 from the General Fund to CP0783 (Anthony Community Center gymnasium HVAC project).

Environmental Assessment Status: The approval of the project will require environmental documentation pursuant to the California environmental quality act (CEQA) to be completed by staff.

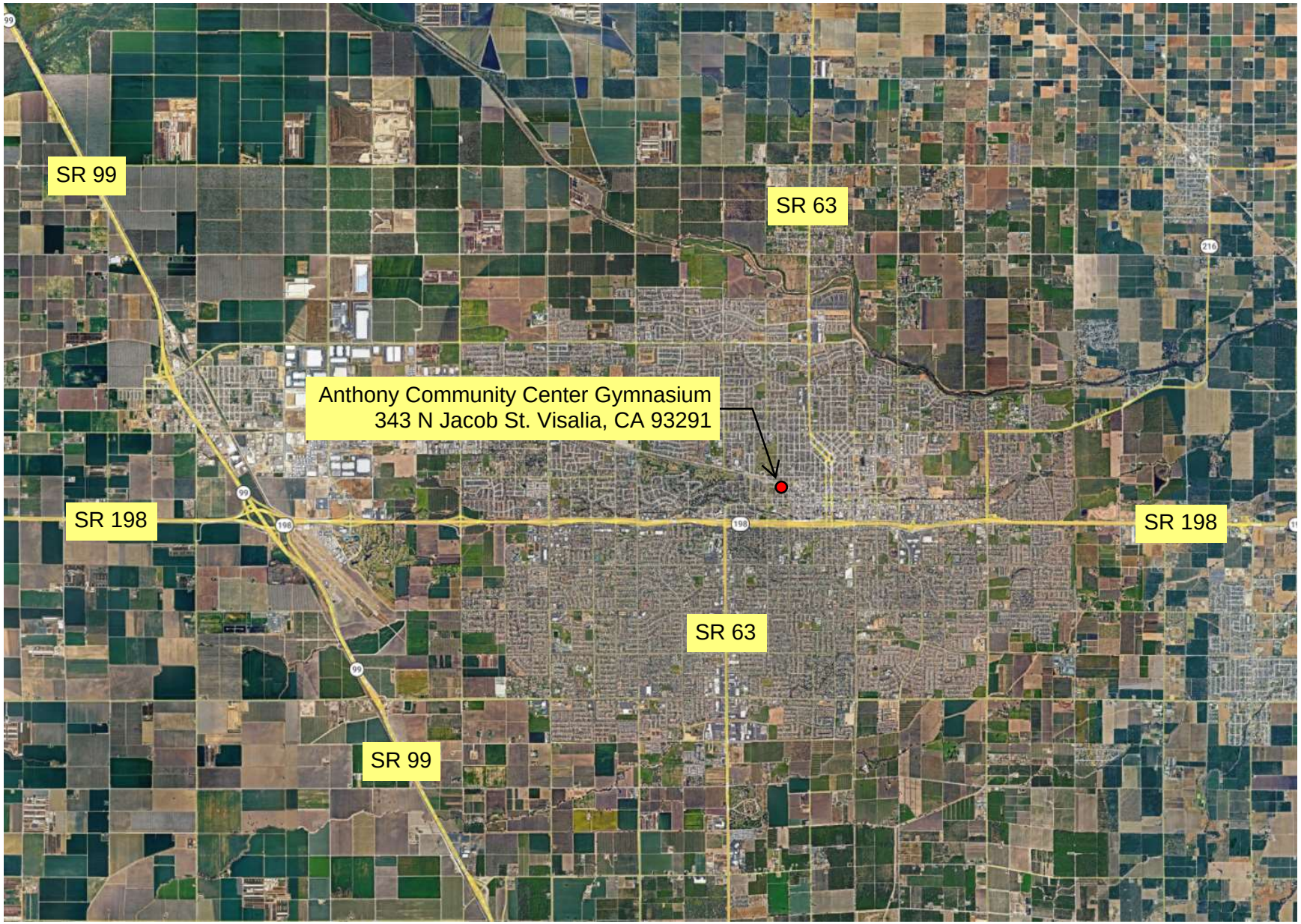
CEQA Review: The requested action would be considered exempt under Section 15301 of the state guidelines for the California Environmental Quality Act (CEQA). A notice of exemption has been prepared for the project as section 15301 states that projects are exempted from CEQA if the project consists of the repair, maintenance, or minor alteration of facilities and mechanical equipment involving negligible or no expansion of existing use.

Deadline for Action: 06/01/2026

Attachments:
1) Vicinity map
2) Location map
3) BDM Inc ownership disclosure
4) BDM Inc contract

Strategic Goal:

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**



Vicinity Map - CP0783
Anthony Community Center Gymnasium HVAC Improvement Project



Site Map - CP0783
Anthony Community Center Gymnasium HVAC Improvement Project

2-7 DISCLOSURE STATEMENTS

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

BDM Inc.

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

240 N 12th Ave Box 306 Hanford, CA 93230

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:

Lyle Bolte, Chris Drake, Taylor Rowland

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

   YES: ☐ NO: ☑ If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

BDM Inc.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Lyle Bolte

Print or Type Name of Authorized Individual

SECTION 4 CONTRACT

DRAFT CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **ANTHONY COMMUNITY CENTER HVAC IMPROVEMENT** Project, is made between the City of Visalia, (hereinafter "the City"), and BDM Inc., (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

ARTICLE I - For and in consideration of the payments hereinafter mentioned to be made by the City, and under the conditions expressed in this Contract and Contract Documents (as those terms are defined in City of Visalia Standard Specifications), including the bonds submitted with this Contract, Contractor agrees at his own cost and expense, to do all the work and furnish all the materials necessary to construct and complete in a good, workmanlike, and substantial manner the **ANTHONY COMMUNITY CENTER HVAC IMPROVEMENT** Project, as a fully operational and functional facility for the intended purpose in accordance with the Contract Documents, and in accordance with the reference documents listed in the Contract Documents, which are also made a part hereof.

Said work to be done is shown upon the following plans:

RFB No.: **25-26-53**
Project Name: **ANTHONY COMMUNITY CENTER HVAC IMPROVEMENT**
CIP: **0101-72000/CP0783-999**

which said plans are hereby made a part of this contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work described in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Visalia and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, and requirements of the Engineer under them, to wit:

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE ($)	TOTAL ($)
1	All Work included in RFB 25-26-53 to meet the Contract Documents, Plans and Specifications	1	LS	$169,785.00	$169,785.00
				TOTAL BID AMOUNT ($) =	**$169,785.00**

DRAFT

ARTICLE III - Contractor hereby agrees to indemnify and hold City and its officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this contract.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of Visalia in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than $1,000,000 per accident.

Commercial General Liability insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

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

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;

b. Indicate whether coverage provided is on a claims made or occurrence basis; and

c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing
707 W. Acequia Avenue
Visalia, CA 93291.

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claims made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

ARTICLE IV - It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date opposite their respective signatures.

CITY OF VISALIA

_____ _____
City Manager Date

CONTRACTOR

_____
By: Authorized Agent Date

_____
Print Name, Title

APPROVED AS TO FORM:

_____ _____
City Attorney Date

_____ _____
Risk Manager Date

_____ _____
Project Manager Date

DRAFT

Visalia City Council

Staff Report

File #: 25-0810 **Agenda Date:** 6/1/2026 **Agenda #:** 7.

Agenda Item Wording:
Construction Change Order - Authorization to approve construction change order #7 in the amount of $189,175.75 to Agee Construction Corp for the Riggin Avenue widening project (Kelsey Street to Shirk Street).

Agenda Date: 06/01/2026

Prepared by:
Bryce Nagel, Assistant Engineer, (559) 713-4197, bryce.nagel@visalia.gov
Christopher Crawford, City Engineer, (559) 713-4331, chris.crawford@visalia.gov
Jason Huckleberry, Engineering & Building Director, (559) 713-4495, jason.huckleberry@visalia.gov

Department Recommendation: Staff recommends that the City Council authorize city staff to execute construction change order #7 for $189,175.75 to Agee Construction Corp for the Riggin Avenue widening project, from Kelsey Street to Shirk Street, to change the structural street section at the Shirk and Riggin intersection to a standard hot mix asphalt and aggregate base section to facilitate keeping the intersection open for both east and west bound traffic lanes .

Summary:
The Riggin Avenue widening project started construction in September 2025 and is scheduled for completion in early June 2026. Due to Riggin Avenue being a main arterial street for the north side of Visalia, the street experiences high traffic volumes at any given time. The project was designed with the structural street section to be full depth reclamation with cement (FDR-C) which would have required a full closure of the Shirk St. & Riggin Ave. intersection. The FDR-C process requires approximately 4-5 days to mix and cure the cement in the street subgrade section. To ensure traffic was able to flow in all directions, staff worked with the contractor to change the structural section of the intersection to a standard hot mix asphalt over aggregate base section allowing the intersection to be built in phases. The cost for this change was $189,175.75.

Background Discussion:
The Riggin Avenue widening project spans from Kelsey Street to Shirk Street and consists of widening the existing two-lane roadway into a divided four-lane roadway. Improvements include construction of center medians, landscaping, street lighting, interconnect conduit, storm drainage, turn pockets, Class IV bike lanes, Cal Water main installation, and signalization at the Riggin Avenue and Shirk Street intersection.

The construction contract was awarded in April 2025, and construction started in September 2025. The project has experienced several delays due to seasonal rain events and Southern California Edison relocations. The original completion date was estimated for mid-March 2026. However, due to these impacts, the current completion is anticipated to be June 2026.

Riggin Avenue is a main arterial roadway for the city and experiences high traffic volumes throughout the day. As a result, traffic needed to remain open in all directions during construction. The project was originally designed with a full-depth reclamation with cement (FDR-C) structural section. However, completing the FDR-C work at the Riggin Avenue and Shirk Street intersection would have required a full intersection closure. Installing FDR-C in multiple phases is not an option, as a phased FDR-C can result in longitudinal cracking and compromise the structural integrity of the roadway section.

To maintain traffic flow in all directions, staff worked with the contractor to revise the structural section at the intersection to Class II Aggregate Base. This alternative can be constructed in phases without negatively impacting the structural performance of the roadway section. The cost provided by the contractor for this change is $189,175.75. This change is necessary due to the revised construction materials required to maintain traffic flow in all directions, as well as the additional traffic phasing needed to concentrate construction efforts at the Riggin Avenue and Shirk Street intersection. This change order was reviewed and recommend for approval by the change order on May 27, 2026.

Fiscal Impact: The Riggin Avenue widening project is a multi-funded project with funds budgeted from Transportation Impact Fee (241), Measure R Regional Fund (133), and an Economic Development Administration Grant. There are sufficient funds available in the project contingency budget to fund construction change order no. 7.

See the project funding breakdown below:

Riggin Widening Project Kelsey to Shirk Budget	
Riggin Avenue Project Budget (CP0398)	
Measure R Regional Funds (Fund 133)	$4,265,000
Traffic Impact Fee (Fund 241)	$4,775,000
Economic Development Administration Grant	$4,000,000
	$13,040,000
Estimated Project Costs:	
Project Management & Misc.	$200,000
Design Services	$375,000
Land Acquisition & Acquisition Services (Right-of-way	$1,180,000
Utility Relocation (SCE relocation Agreement)	$1,200,000
Construction (Agee Construction Corp)	$8,098,281
Construction Contingency (10% of Construction)	$809,828
Traffic Signal Pole	$105,500
Equipment Purchase	$25,000
Construction Management ~(3.5%)	$315,000
Construction Services (Material Testing, Inspection, S	$500,000
	$12,808,609

Construction Contingency Left:	
Total Construction Contingency	$809,828
Construction Change Order #1 (Cal Water Main Reim	($346,736)
Construction Change Orders #2-6	($238,340.25)
Construction Change Order #7 (This Change Order)	**($189,175.75)**
Total Construc	**$35,576**

Prior Council Action:

December 15, 2025

Council approved construction change order #1 in the amount of $346,736 to Agee Construction Corp for the Riggin Avenue Widening Project Kelsey St to Shirk St.

May 19, 2025

Council received staff presentation outlining the construction phases of work, traffic detours, and resident impacts for the Riggin Avenue Widening Project Kelsey St to Shirk St.

April 21, 2025

Council authorized the purchase of traffic signal poles from Jam Services, Inc., for $105,462.00, for the Riggin Ave. and Shirk St intersection associated with the Riggin Widening project from Kelsey St. to Shirk St.

April 21, 2025

Council authorized the City Manager to award the construction contract with Agee Construction Corporation for the Riggin Widening project from Kelsey St. to Shirk St. in the amount of $8,098,281.00; authorized the transfer of Measure R Regional Funds and the amendment to Measure R Supplemental Agreements.

October 21, 2024

Council Authorized the City Manager to execute and agreement with NV5, Inc. to provide construction management services for two City projects 1) Shirk Street Capacity Enhancement Project from School Ave to Riggin Ave and 2) Riggin Avenue Widening Project from Kelsey St to Shirk St in the amount of $545,707.60 & $259,369.23 respectively, combined total of $805,076.83

August 5, 2024

Council authorized the execution of Southern California Edison (SCE) Facilities Relocation Agreement for $1,081,000.00 and adopt resolution 2024-46 for the Riggin Avenue Widening Project Kelsey St to Shirk St. Project.

October 17, 2022

Council accepted grant award from the U.S. Economic Administration (EDA) for $4,000,000 and executed the EDA grant agreement for the construction of Riggin Avenue Widening project from Kelsey St to Shirk St.

March 21, 2022
Adopted resolution No. 2022-09 certifying Mitigated Negative Declaration No. 2021-62 prepared for CEQA compliance as part of the Economic Development Administration (EDA) ARPA Grant for construction of the Riggin Widening Project from Kelsey Street to Shirk Street (State clearing house No. 2022010046) (Resolution No. 2022-09 required).

March 15, 2021
Conference with Real Property Negotiators (Pursuant to G.C. Section 54956.8 Property: Portion of APN 077-200-006 generally located at the northwest corner of the intersection of Riggin Avenue and Shirk Street.

Conference with Real Property Negotiators (Pursuant to G.C. Section 54956.8 Property: Portion of APN 077-100-088 generally located at the northeast corner of the intersection of Riggin Avenue and Shirk Street.

Conference with Real Property Negotiators (Pursuant to G.C. Section 54956.8 Property: Portion of APN 077-480-001 generally located at the northwest corner of the intersection of Riggin Avenue and Kelsey Street.

September 8, 2020
Conference with Real Property Negotiators (Pursuant to G.C. Section 54956.8 Property: Portion of APN 077-480-001 generally located at the northwest corner of the intersection of Riggin Avenue and Kelsey Street.

August 17, 2020
Council authorized the City Manager to enter into a contract with 4Creeks Inc., for RFP 19-20-60 to prepare Plans, Specifications, Estimates, and Environmental Services for the Riggin Avenue Widening Project from Kelsey Street to Shirk Street, in the amount not to exceed $200,000.00.

April 6, 2020
Council authorized the execution of a measure R Supplement Agreement with the Tulare County Association of Governments (TCAG) to secure $3.5 million of Measure R Regional Funds for the Riggin Ave. Widening from Kelsey St to Shirk

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):
I move to approve construction change order #7 in the amount of $189,175.75 to Agee Construction Corp Inc for the Riggin Avenue widening project from Kelsey St. to Shirk St.

Environmental Assessment Status: None required.

CEQA Review: CEQA Exemption - 2024-48

Deadline for Action: 06/01/2026

Attachments: 1. Construction Change Order Breakdown

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

CITY OF VISALIA

315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM

Riggin Avenue Widening & Improvements Project

Change Order No.:	7	City Project No.:	3010-72000/CP0398-999
Submitted by:	Bryce Nagel	Federal No.:	N/A
Date Submitted:	~~May 18, 2026~~ 05/20/26	Purchase Order No.:	PO4217
Committee Review Date:	~~May 20, 2026~~ 05/27/26	Package No. of Pages	7

	Engineer	Contractor		Specifications	Plans	Exhibits
Change Requested by:	X		Attachments:		X	

To:	Agee Construction Corporation	Contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Engineer.***

DESCRIPTION OF WORK:

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

Categories: E&O=Errors & Omissions; UT=Utilities; BQ=Balance of Quantities; UN=Unforeseen; CofS=Owner Directed Change of Scope

Item No.	Category	Description of Change Order	Net increase	*Net decrease	Total Change
1	CofS	Structural Section Change at Shirk & Riggin Intersection (Class II Aggregate Base)	$418,280.68	$0.00	$418,280.68
2	CofS/BQ	Bid Item #42 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F): -6,360.17 SY @ $9.00/SY	$0.00	($57,241.53)	($57,241.53)
3	CofS/BQ	Bid Item #43 - Cement for FDR-C Method (increased to 4.5%): -76.08 TN @ $230.00/TN	$0.00	($17,498.40)	($17,498.40)
4	CofS/BQ	Bid Item #68 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F): -77.0 SY @ $9.00/SY	$0.00	($693.00)	($693.00)
5	CofS/BQ	Bid Item #69 - Cement for FDR-C Method (increased to 4.5%): -2.0 TN @ $230.00/TN	$0.00	($460.00)	($460.00)
6	CofS/BQ	Bid Item #84 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F): -2,652.0 SY @ $9.00/SY	$0.00	($23,868.00)	($23,868.00)
7	CofS/BQ	Bid Item #85 - Cement for FDR-C Method (increased to 4.5%): -80.0 TN @ $230.00/TN	$0.00	($18,400.00)	($18,400.00)
8	CofS/BQ	Bid Item #41 - Hot Mix Asphalt (Type A, 3/4"): -519.0 TN @ $98.00/TN	$0.00	($50,862.00)	($50,862.00)
9	CofS/BQ	Bid Item #67 - Hot Mix Asphalt (Type A, 3/4"): -600.0 TN @ $98.00/TN	$0.00	($58,800.00)	($58,800.00)
10	CofS/BQ	Bid Item #83 - Hot Mix Asphalt (Type A, 3/4"): 138.00 TN @ $98.00/TN	$13,524.00	$0.00	$13,524.00
11	CofS/BQ	Bid Item #34 - Asphalt Dike: -23.0 LF @ $14.00/LF	$0.00	($322.00)	($322.00)
12	CofS/BQ	Bid Item #55 - Asphalt Dike: -117.0 LF @ $14.00/LF	$0.00	($1,638.00)	($1,638.00)
13	CofS/BQ	Bid Item #79 - Asphalt Dike: -839.0 LF @ $14.00/LF	$0.00	($11,746.00)	($11,746.00)
14	CofS/BQ	Bid Item #10 - Sawcut & Remove Existing Apshalt Pavement (F): -4,400 SF @ $0.25/SF	$0.00	($1,100.00)	($1,100.00)
		Total Cost of Change Order:	**$431,804.68**	**($242,628.93)**	**$189,175.75**

** note: enter "decrease" as a negative number (i.e. -1000)*

Item Details:

CITY OF VISALIA

315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM

Riggin Avenue Widening & Improvements Project

Change Order No.:	7	City Project No.:	3010-72000/CP0398-999
Submitted by:	Bryce Nagel	Federal No.:	N/A
Date Submitted:	~~May 18, 2026~~	Purchase Order No.:	PO4217
Committee Review Date:	~~May 28, 2026~~	Package No. of Pages	7

Note: Include Method of Payment, Location & Limits of Work, Description of Work to be Done, Applicable Specification Changes, Plan Sheet Changes, and Exhibits to provide clear direction. Attach all supporting documents for CO Committee.

ITEM 1: Structural Section Change at Shirk & Riggin Intersection (Class II Aggregate Base): AGREED PRICE

In accordance with Section 4-10 "Changes" of the City of Visalia's Standard Specifications, the Contractor shall replace the 14.5" FDR-C base section with a 17" Class II Aggregate Base section at the Shirk and Riggin intersection as shown on sheets 15 & 16 of 63, and included as sheets 5 & 6 of 7 of this contract change order. For this work, the Contractor shall accept and receive the lump sum amount of $418,280.68. This amount constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, including all markups by reason of this change and no additional compensation will be provided.

ITEM 2: Bid Item #42 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F): BID QUANTITY

Bid Item #42 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F) is reduced due to changes stated in Item #1. A total of -6,360.17 SY @ $9.00/SY is removed from the Contract.

The revised final quantity for Bid Item #42 – 14.5" Full Dept Reclamation with Cement (FDR-C) (F) will be 28,502.0 SY. You accept this quantity as the final payment for the quantity shown on the Bid Item List, as modified by this change order and by previous change orders, including dimensions changed by the engineer.

ITEM 3: Bid Item #43 - Cement for FDR-C Method (Increased to 4.5%): BID QUANTITY

Bid Item #43 - Cement for FDR-C Method (Increased to 4.5%) is reduced due to changes stated in Item #1. A total of -76.08 TN @ $230.00/TN is removed from the Contract.Payment for Bid Item #43 is based on the certified weight tickets per the Project Specifications.

ITEM 4: Bid Item #68 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F): BID QUANTITY

Bid Item #68 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F) is reduced due to changes stated in Item #1. A total of -77.0 SY @ $9.00/SY is removed from the Contract.

The revised final quantity for Bid Item #68 – 14.5" Full Dept Reclamation with Cement (FDR-C) (F) will be 2,696.0 SY. You accept this quantity as the final payment for the quantity shown on the Bid Item List, as modified by this change order and by previous change orders, including dimensions changed by the engineer.

ITEM 5: Bid Item #69 - Cement for FDR-C Method (Increased to 4.5%): BID QUANTITY

Bid Item #69 - Cement for FDR-C Method (Increased to 4.5%) is reduced due to changes stated in Item #1. A total of -2.0 TN @ $230.00/TN is removed from the Contract.Payment for Bid Item #69 is based on the certified weight tickets per the Project Specifications.

ITEM 6: Bid Item #84 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F): BID QUANTITY

Bid Item #84 - 14.5" Full Depth Reclamation with Cement (FDR-C) (F) is reduced due to changes stated in Item #1. A total of -2,652.0 SY @ $9.00/SY is removed from the Contract.

The revised final quantity for Bid Item #84 – 14.5" Full Dept Reclamation with Cement (FDR-C) (F) will be 0.0 SY. You accept this quantity as the final payment for the quantity shown on the Bid Item List, as modified by this change order and by previous change orders, including dimensions changed by the engineer.

CITY OF VISALIA

315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM
Riggin Avenue Widening & Improvements Project

Change Order No.:	7	City Project No.:	3010-72000/CP0398-999
Submitted by:	Bryce Nagel	Federal No.:	N/A
Date Submitted:	~~May 18, 2026~~	Purchase Order No.:	PO4217
Committee Review Date:	~~May 28, 2026~~	Package No. of Pages	7

ITEM 7: Bid Item #85 - Cement for FDR-C Method (Increased to 4.5%): BID QUANTITY

Bid Item #85 - Cement for FDR-C Method (Increased to 4.5%) is reduced due to changes stated in Item #1. A total of -80.0 TN @ $230.00/TN is removed from the Contract.Payment for Bid Item #85 is based on the certified weight tickets per the Project Specifications.

ITEM 8: Bid Item #41 - Hot Mix Asphalt (Type A, 3/4"): BID QUANTITY

In accordance with Secion 4-10 "Changes" of the City of Visalia Standard Specifications, the Contractor shall reduce the paving limits north of the Shirk and Riggin intersection as shown on Redlined Plan Sheet 17 of 63, included as sheet 7 of 7 of this contract change order. A total of -519.0 TN @ $95.00/TN is removed from the Contract. Payment for Bid Item #41 is based on certified weight tickets per the Project Specifications and the City of Visalia's Standard Specifications.

ITEM 9: Bid Item #67 - Hot Mix Asphalt (Type A, 3/4"): BID QUANTITY

In accordance with Secion 4-10 "Changes" of the City of Visalia Standard Specifications, the Contractor shall reduce the paving limits north of the Shirk and Riggin intersection as shown on Redlined Plan Sheet 17 of 63, included as sheet 7 of 7 of this contract change order. A total of -600.0 TN @ $95.00/TN is removed from the Contract. Payment for Bid Item #67 is based on certified weight tickets per the Project Specifications and the City of Visalia's Standard Specifications.

ITEM 10: Bid Item #83 - Hot Mix Asphalt (Type A, 3/4"): BID QUANTITY

In accordance with Secion 4-10 "Changes" of the City of Visalia Standard Specifications, the Contractor shall increase the paving limits east of the Shirk and Riggin intersection as shown on Redlined Plan Sheet 16 & 17 of 63, included as sheets 6 & 7 of 7 of this contract change order. A total of 138.0 TN @ $95.00/TN is added from the Contract. Payment for Bid Item #83 is based on certified weight tickets per the Project Specifications and the City of Visalia's Standard Specifications.

ITEM 11: Bid Item #34 - Asphalt Dike: BID QUANTITY

In accordance with Secion 4-10 "Changes" of the City of Visalia Standard Specifications, the asphalt dike (type A) at the NE corner of Shirk and Riggin is removed from the contract as shown on Redlined Plan Sheet 17 of 63, included as sheet 7 of 7 of this contract change order. A total of -23.0 LF @ $14.00/LF is removed from the Contract.

ITEM 12: Bid Item #55 - Asphalt Dike: BID QUANTITY

In accordance with Secion 4-10 "Changes" of the City of Visalia Standard Specifications, the asphalt dike (type A) from STA 64+88 - 73+21 is removed from the contract as shown on Redlined Plan Sheets 15 & 16 of 63, included as sheet 5 & 6 of 7 of this contract change order. A total of -117.0 LF @ $14.00/LF is removed from the Contract.

ITEM 13: Bid Item #79 - Asphalt Dike: BID QUANTITY

In accordance with Secion 4-10 "Changes" of the City of Visalia Standard Specifications, the asphalt dike (type A) from STA 64+88 - 73+21 is removed from the contract as shown on Redlined Plan Sheets 15 & 16 of 63, included as sheet 5 & 6 of 7 of this contract change order. A total of -839.0 LF @ $14.00/LF is removed from the Contract.

ITEM 14: Bid Item #10 - Sawcut & Remove Existing Asphalt Pavement (F): BID QUANTITY

In accordance with Secion 4-10 "Changes" of the City of Visalia Standard Specifications, the asphalt removal quantity is reduced due to the ongoing development at the Shirk and Riggin intersection. The Contractor is not required to remove the asphalt pavement from Shirk STA 11+80 - 13+87. A total of -4,400.0 SF @ $0.25/SF is removed from the Contract.

The revised final quantity for Bid Item #10 – Sawcut & Remove Existing Asphalt Pavement (F) will be 154,424.0 SF. You accept this quantity as the final payment for the quantity shown on the Bid Item List, as modified by this change order and by previous change orders, including dimensions changed by the engineer.

CITY OF VISALIA
315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM
Riggin Avenue Widening & Improvements Project

Change Order No.:	7	City Project No.:	3010-72000/CP0398-999
Submitted by:	Bryce Nagel	Federal No.:	N/A
Date Submitted:	~~May 18, 2026~~	Purchase Order No.:	PO4217
Committee Review Date:	~~May 20, 2026~~	Package No. of Pages	7

Original Contract Amount:	$8,098,281.00		
Net cost of this Change Order:	$189,175.75	2.34%	Increase / Decrease
Total cost of previous Change Orders:	$585,076.25	7.22%	of Original Contract Amount
New Contract Amount:	**$8,872,533.00**	9.56%	Over Original Contract Amount

Note: Change Order Increases greater than $100,000 require City Council authorization.

Previously granted additional days:	49	Original Date of Completion per Contract:	2/27/2026
Contract work days added this CO:	0	New Date of Completion:	5/18/2026

CITY OF VISALIA

315 East Acequia Avenue Visalia, CA 93291

CHANGE ORDER FORM

Riggin Avenue Widening & Improvements Project

Change Order No.:	7	City Project No.:	3010-72000/CP0398-999
Submitted by:	Bryce Nagel	Federal No.:	N/A
Date Submitted:	May 18, 2026	Purchase Order No.:	PO4217
Committee Review Date:	May 20, 2026	Package No. of Pages	7

We the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified, and will accept as full payment the prices shown above.
NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.

CONTRACTOR ACCEPTANCE BY

Signature	Print Name & Title	Date
	John Gerwe / Estimator	5/14/26

SUBMITTED BY CONSTRUCTION MANAGER

Signature	Print Name & Title	Date
	Kolton Walker - CM (NV5)	5/15/26

APPROVAL RECOMMENDED BY PROJECT ENGINEER

Signature	Print Name & Title	Date
	Bryce Nagel, Ass. Eng.	05/20/26

ENGINEER APPROVAL BY SUPERVISOR/DEPART. HEAD

Signature	Print Name & Title	Date
	Christopher Crawford, City Engineer, for Jason Huckleberry Eng. & Bldg. Director	5/21/26

CHANGE ORDER COMMITTEE ACTION:

(note: Committee Chair to check appropriate action)

Approved:	✓	Resubmit w/changes:	
Approved w/revisions:		Denied:	

Signature	Print Name & Title	Date
	Renee Nagel, Committee Chair	5-27-26

CCO #7 = (Item Code #99 + Item Code #101) = ($271,630.99 + $76,936.24) * 20% MU = $418,280.68

Estimate Summary
AGEE CONSTRUCTION CORPORATION
Job Code: J25-05 PCO
Description: Riggin Ave. Widening from Kelsey to Shirk, City of Visalia

From Cost Item: 0.2 **To Cost Item: 99.3**

271,630.99

CBS Position Code	Quantity	UM	Description	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
Cost Item									
99	1.00	LS	Switch Structural Section, Open Shirk Early	17.44	0.06	Detail	U.S. Dollar	311,620.35	~~311,620.35~~
99.1	1.00	LS	construct each phase	17.44	0.06	Detail	U.S. Dollar	311,620.35	311,620.35
99.1.1	1.00	LS	ph1 SE corner	3.50	0.29	Detail	U.S. Dollar	53,144.26	53,144.26
99.1.1.1	1.00	LS	grind ex. ac to subgrade	0.50	2.00	Detail	U.S. Dollar	9,832.03	9,832.03
99.1.1.1.1	0.50	EA	grinder mob	0.00	0.00	Plug	U.S. Dollar	800.00	400.00
99.1.1.1.2	0.50	DA	grinder rental	0.00	0.00	Plug	U.S. Dollar	5,100.00	2,550.00
99.1.1.1.3	0.50	DA	grinder support	0.50	1.00	Detail	U.S. Dollar	6,504.06	3,252.03

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	8.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	4.00	1.00	Each (hourly)	U.S. Dollar		
OSKIP	Tractor-Box Scraper	8.00	1.00	Hour	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	8.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	4.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	4.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	4.00	1.00	Each (hourly)	U.S. Dollar		

99.1.1.1.5	19.00	LD	offhaul dirt, 1.1hr RT, 13bcy/LD	0.00	0.00	Detail	U.S. Dollar	191.05	3,630.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
UHTDS	Trk-Semi Demo		22.00	HR	U.S. Dollar	165.00	3,630.00

99.1.1.2	4,814.00	SF	rip / compact subgrade, loss of production day	0.25	19,256.00	Detail	U.S. Dollar	0.28	1,324.36

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	4.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	2.00	1.00	Each (hourly)	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	4.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	2.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	2.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	2.00	1.00	Each (hourly)	U.S. Dollar		

99.1.1.3	4,814.00	SF	finish subgrade, loss of production day	0.75	6,418.67	Detail	U.S. Dollar	1.08	5,211.05

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	12.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	6.00	1.00	Each (hourly)	U.S. Dollar		
O950	Loader-3.5 CY, 950	12.00	1.00	Hour	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	12.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	6.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	6.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	6.00	1.00	Each (hourly)	U.S. Dollar		

Copyright © 2023 InEight Inc. All Rights Reserved.

CBS Position Code	Quantity	UM	Description	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
			Cost Item						
99.1.1.4	1.00	LS	sawcut so can pour island neat against ac	0.00	0.00	Plug	U.S. Dollar	600.00	600.00
99.1.1.5	505.00	TN	ab	1.00	505.00	Detail	U.S. Dollar	40.36	20,379.86
99.1.1.5.1	505.00	TN	buy / haul ab, 15.4" deep	0.00	0.00	Detail	U.S. Dollar	25.94	13,101.34
99.1.1.5.1.1	505.00	TN	buy ab	0.00	0.00	Detail	U.S. Dollar	18.94	9,566.34

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
MRB23/4	Agg Base-3/4" Class 2		505.00	TN	U.S. Dollar	17.90	9,040.76
ABENVIRO	AB ENVIRO FEE		30.03	LD	U.S. Dollar	17.50	525.58

99.1.1.5.1.2	505.00	TN	haul ab	0.00	0.00	Detail	U.S. Dollar	7.00	3,535.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
HAULABTRAN	HAUL AB TRANSFER		505.00	TN	U.S. Dollar	7.00	3,535.00

99.1.1.5.2	505.00	TN	place / compact ab	0.50	1,010.00	Detail	U.S. Dollar	6.39	3,226.60

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	8.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	4.00	1.00	Each (hourly)	U.S. Dollar		
OROLL12	Roller-12 TN DD, CB-534	8.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	4.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	8.00	2.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	4.00	1.00	Each (hourly)	U.S. Dollar		

99.1.1.5.3	4,814.00	SF	finish ab	0.50	9,628.00	Detail	U.S. Dollar	0.84	4,051.92

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	8.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	4.00	1.00	Each (hourly)	U.S. Dollar		
O950	Loader-3.5 CY, 950	8.00	1.00	Hour	U.S. Dollar		
OROLL12	Roller-12 TN DD, CB-534	8.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	4.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	8.00	2.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	4.00	1.00	Each (hourly)	U.S. Dollar		

99.1.1.6	~~1.00~~	~~LS~~	~~pave day due to loss of production~~	~~1.00~~	~~1.00~~	~~Detail~~	~~U.S. Dollar~~	~~14,796.96~~	~~14,796.96~~
99.1.1.6.2	~~163.00~~	~~TN~~	~~pave with transfers~~	~~1.00~~	~~163.00~~	~~Detail~~	~~U.S. Dollar~~	~~90.78~~	~~14,796.96~~

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	16.00	1.00	Hour	U.S. Dollar		
OAP10	Asph Paver-10' Wide	32.00	1.00	Hour	U.S. Dollar		
OSKIP	Tractor-Box Scraper	16.00	1.00	Hour	U.S. Dollar		
OROLL12	Roller-12 TN DD, CB-534	16.00	1.00	Hour	U.S. Dollar		
OROLLP12	Roller-12 TN PT	16.00	1.00	Hour	U.S. Dollar		
OROLL8	Roller-08 TN DD, CB-434	16.00	1.00	Hour	U.S. Dollar		
O-ACR	Asphalt Raker	16.00	2.00	Hour	U.S. Dollar		
O-ACS	Asphalt Shoveler	16.00	2.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	8.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	8.00	1.00	Each (hourly)	U.S. Dollar		

Copyright © 2023 InEight Inc. All Rights Reserved.

CBS Position Code	Quantity	UM	Description	Cost Item Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
99.1.1.7	1.00	EA	concrete sub mobilization	0.00	0.00	Plug	U.S. Dollar	1,000.00	1,000.00
99.1.1.8	1.00	LS	paving mobilization	0.00	0.00	Detail	U.S. Dollar	0.00	0.00
99.1.2	1.00	LS	ph2 north side of shirk	13.94	0.07	Detail	U.S. Dollar	258,476.09	258,476.09
99.1.2.1	1.00	LS	mobilization	3.44	0.29	Detail	U.S. Dollar	5,500.00	5,500.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
RHH55	Lowbed-55 TN (OP)	27.50	1.00	Each (hourly)	U.S. Dollar	200.00	5,500.00

46,384.79

99.1.2.2	1.00	LS	grind ex. ac to subgrade and entire side to subgrade,1.42 x area	3.00	0.33	Detail	U.S. Dollar	69,577.19	69,577.19
99.1.2.2.1	2.00	EA	grinder mob, 2 grinders onsite	0.00	0.00	Plug	U.S. Dollar	800.00	1,600.00
99.1.2.2.2	3.00	DA	grinder rental	0.00	0.00	Plug	U.S. Dollar	5,100.00	15,300.00
99.1.2.2.3	3.00	DA	grinder support	3.00	1.00	Detail	U.S. Dollar	6,504.06	19,512.19

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	48.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	24.00	1.00	Each (hourly)	U.S. Dollar		
OSKIP	Tractor-Box Scraper	48.00	1.00	Hour	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	48.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	24.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	24.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	24.00	1.00	Each (hourly)	U.S. Dollar		

99.1.2.2.4	4.00	LD	offhaul grindings, 1.1hr RT, 11bcy/LD	0.00	0.00	Detail	U.S. Dollar	247.50	990.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
UHTDS	Trk-Semi Demo		6.00	HR	U.S. Dollar	165.00	990.00

99.1.2.2.5	176.00	LD	offhaul dirt, 1.1hr RT, 13bcy/LD, 1.42 x area	0.00	0.00	Detail	U.S. Dollar	182.81	32,175.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
UHTDS	Trk-Semi Demo		195.00	HR	U.S. Dollar	165.00	32,175.00

99.1.2.3	43,314.00	SF	rip / compact subgrade	1.00	43,314.00	Detail	U.S. Dollar	0.12	5,297.44

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	16.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	8.00	1.00	Each (hourly)	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	16.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	8.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	8.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	8.00	1.00	Each (hourly)	U.S. Dollar		

Copyright © 2023 InEight Inc. All Rights Reserved.

CBS Position Code	Quantity	UM	Description	Cost Item Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
99.1.2.4	43,314.00	SF	finish subgrade	1.00	43,314.00	Detail	U.S. Dollar	0.18	7,824.06

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	16.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	8.00	1.00	Each (hourly)	U.S. Dollar		
O623	Scraper-22 CY 623 (442)	16.00	1.00	Hour	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	16.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	8.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	8.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	8.00	1.00	Each (hourly)	U.S. Dollar		

99.1.2.5	1.50	DA	misc. slow piece meal grading for concrete at intersection	1.50	1.00	Detail	U.S. Dollar	5,109.55	7,664.32

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	24.00	1.00	Hour	U.S. Dollar		
ESKIP	Tractor, Front End Loader	12.00	1.00	Each (hourly)	U.S. Dollar		
O950	Loader-3.5 CY, 950	12.00	0.50	Hour	U.S. Dollar		
OROLL3	Roller-03 TN DD, CB-224	12.00	0.50	Hour	U.S. Dollar		
O-GRC	Grade Checker	12.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	12.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	12.00	1.00	Each (hourly)	U.S. Dollar		

99.1.2.6	1.00	LS	sawcut so can pour island neat against ac	0.00	0.00	Plug	U.S. Dollar	600.00	600.00
99.1.2.7	4,833.00	TN	ab	4.00	1,208.25	Detail	U.S. Dollar	33.32	161,013.08
99.1.2.7.1	4,833.00	TN	buy / haul ab, 17" deep	0.00	0.00	Detail	U.S. Dollar	27.63	133,549.63
99.1.2.7.1.1	4,833.00	TN	buy ab	0.00	0.00	Detail	U.S. Dollar	18.63	90,052.63

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
MRB23/4	Agg Base-3/4" Class 2		4,833.00	TN	U.S. Dollar	17.90	86,522.78
ABENVIRO	AB ENVIRO FEE		201.71	LD	U.S. Dollar	17.50	3,529.85

99.1.2.7.1.2	4,833.00	TN	haul ab	0.00	0.00	Detail	U.S. Dollar	9.00	43,497.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
HAULABBOTT	HAUL AB BOTTOMS		4,833.00	TN	U.S. Dollar	9.00	43,497.00

99.1.2.7.2	4,833.00	TN	place / compact ab	3.00	1,611.00	Detail	U.S. Dollar	4.01	19,359.62

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	48.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	24.00	1.00	Each (hourly)	U.S. Dollar		
OROLL12	Roller-12 TN DD, CB-534	48.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	24.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	48.00	2.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	24.00	1.00	Each (hourly)	U.S. Dollar		

99.1.2.7.3	43,314.00	SF	finish ab	1.00	43,314.00	Detail	U.S. Dollar	0.19	8,103.83

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	16.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	8.00	1.00	Each (hourly)	U.S. Dollar		

Copyright © 2023 InEight Inc. All Rights Reserved.

CBS Position Code	Quantity	UM	Description	Cost Item	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
O950	Loader-3.5 CY, 950			16.00	1.00	Hour		U.S. Dollar		
OROLL12	Roller-12 TN DD, CB-534			16.00	1.00	Hour		U.S. Dollar		
O-GRC	Grade Checker			8.00	1.00	Hour		U.S. Dollar		
LL01	Laborer-Grp 1			16.00	2.00	Each (hourly)		U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)			8.00	1.00	Each (hourly)		U.S. Dollar		
99.1.2.9	1.00	EA	concrete sub mobilization		0.00	0.00	Plug	U.S. Dollar	1,000.00	1,000.00
0.2	1.00	LS	Prime Bond		0.00	0.00	Detail	U.S. Dollar		0.00
0.3	1.00	LS	Price % Add-On		0.00	0.00	Detail	U.S. Dollar		0.00
0.4	1.00	LS	Job Financing		0.00	0.00	Plug	U.S. Dollar		0.00
0.5	1.00	LS	Indirect Cost Escalation		0.00	0.00	Detail	U.S. Dollar		0.00
0.6	1.00	LS	Direct Cost Escalation		0.00	0.00	Detail	U.S. Dollar		6,501.46
0.7	1.00	LS	Indirect Cost Add-On		0.00	0.00	Detail	U.S. Dollar		0.00
0.8	1.00	LS	Job Management & Equipment		0.00	0.00	Detail	U.S. Dollar		0.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
M&E	Meals and Entertainment		1.00	LS	U.S. Dollar	0.00	0.00

0.9	1.00	LS	General Expense		0.00	0.00	Detail	U.S. Dollar		0.00
0.10	1.00	LS	Direct Cost Add-On		0.00	0.00	Detail	U.S. Dollar		0.00
Report Total:					17.44					318,121.81

Category	Total
Labor	68,819.06
Owned Equipment	37,306.78
Rented Equipment	25,350.00
Materials	136,829.42
Subcontract	2,000.00
Fees	7,486.55
Trucking	40,330.00

Copyright © 2023 InEight Inc. All Rights Reserved.

Estimate Summary
AGEE CONSTRUCTION CORPORATION
Job Code: J25-05 PCO
Description: Riggin Ave. Widening from Kelsey to Shirk, City of Visalia

From Cost Item: 0.2 **To Cost Item: 101.1.4.3**

Cost Item

CBS Position Code	Quantity	UM	Description	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
101	1.00	LS	AB Section in Lieu of FDR	5.00	0.20	Detail	U.S. Dollar	76,936.24	76,936.24
101.1	1.00	LS	AB Add in Lieu of FDR	5.00	0.20	Detail	U.S. Dollar	76,936.24	76,936.24
101.1.1	345.00	CY	remove ex. dirt to subgrade	1.00	345.00	Detail	U.S. Dollar	59.07	20,379.06
101.1.1.1	1.00	EA	4' grinder mob	0.00	0.00	Plug	U.S. Dollar	800.00	800.00
101.1.1.2	1.00	DA	4' grinder rental	0.00	0.00	Plug	U.S. Dollar	4,000.00	4,000.00
101.1.1.3	1.00	DA	grinder support	1.00	1.00	Detail	U.S. Dollar	6,504.06	6,504.06

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	16.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	8.00	1.00	Each (hourly)	U.S. Dollar		
OSKIP	Tractor-Box Scraper	16.00	1.00	Hour	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	16.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	8.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	8.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	8.00	1.00	Each (hourly)	U.S. Dollar		

101.1.1.4	50.00	LD	offhaul dirt, 1.1hr RT, 13bcy/LD	0.00	0.00	Detail	U.S. Dollar	181.50	9,075.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
UHTDS	Trk-Semi Demo		55.00	HR	U.S. Dollar	165.00	9,075.00
101.1.2	13,886.00	SF	rip / compact subgrade, loss of production day	0.50	27,772.00	Detail	U.S. Dollar	0.19	2,648.72

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	8.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	4.00	1.00	Each (hourly)	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	8.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	4.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	4.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	4.00	1.00	Each (hourly)	U.S. Dollar		

101.1.3	13,886.00	SF	finish subgrade	1.00	13,886.00	Detail	U.S. Dollar	0.50	6,948.06

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	16.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	8.00	1.00	Each (hourly)	U.S. Dollar		
O950	Loader-3.5 CY, 950	16.00	1.00	Hour	U.S. Dollar		
OCOMP8	Cmpctr-08 TN PD, CA-15	16.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	8.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	8.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	8.00	1.00	Each (hourly)	U.S. Dollar		

101.1.4	1,215.00	TN	ab	2.50	486.00	Detail	U.S. Dollar	38.65	46,960.40
101.1.4.1	1,215.00	TN	buy / haul ab, 15.4" deep	0.00	0.00	Detail	U.S. Dollar	25.95	31,534.04

Copyright © 2023 InEight Inc. All Rights Reserved.

CBS Position Code	Quantity	UM	Description	Cost Item Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
101.1.4.1.1	1,215.00	TN	buy ab	0.00	0.00	Detail	U.S. Dollar	18.95	23,029.04

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
MRB23/4	Agg Base-3/4" Class 2		1,215.00	TN	U.S. Dollar	17.90	21,751.54
ABENVIRO	AB ENVIRO FEE		73.00	LD	U.S. Dollar	17.50	1,277.50

101.1.4.1.2	1,215.00	TN	haul ab	0.00	0.00	Detail	U.S. Dollar	7.00	8,505.00

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
HAULABTRAN	HAUL AB TRANSFER		1,215.00	TN	U.S. Dollar	7.00	8,505.00

101.1.4.2	1,215.00	TN	place / compact ab	1.50	810.00	Detail	U.S. Dollar	7.97	9,679.81

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	24.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	12.00	1.00	Each (hourly)	U.S. Dollar		
OROLL12	Roller-12 TN DD, CB-534	24.00	1.00	Hour	U.S. Dollar		
O-GRC	Grade Checker	12.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	24.00	2.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	12.00	1.00	Each (hourly)	U.S. Dollar		

101.1.4.3	13,889.00	SF	finish ab	1.00	13,889.00	Detail	U.S. Dollar	0.41	5,746.55

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
O-OF	OE Foreman w/Trk	16.00	1.00	Hour	U.S. Dollar		
E140	Blade-12 Ft., 140G	8.00	1.00	Each (hourly)	U.S. Dollar		
O950	Loader-3.5 CY, 950	8.00	0.50	Hour	U.S. Dollar		
OROLL12	Roller-12 TN DD, CB-534	8.00	0.50	Hour	U.S. Dollar		
O-GRC	Grade Checker	8.00	1.00	Hour	U.S. Dollar		
LL01	Laborer-Grp 1	8.00	1.00	Each (hourly)	U.S. Dollar		
EWATER2	Water Trk-02M Gal (Bare)	8.00	1.00	Each (hourly)	U.S. Dollar		

0.2	1.00	LS	Prime Bond	0.00	0.00	Detail	U.S. Dollar		0.00
0.3	1.00	LS	Price % Add-On	0.00	0.00	Detail	U.S. Dollar		0.00
0.4	1.00	LS	Job Financing	0.00	0.00	Plug	U.S. Dollar		0.00
0.5	1.00	LS	Indirect Cost Escalation	0.00	0.00	Detail	U.S. Dollar		0.00
0.6	1.00	LS	Direct Cost Escalation	0.00	0.00	Detail	U.S. Dollar		0.00
0.7	1.00	LS	Indirect Cost Add-On	0.00	0.00	Detail	U.S. Dollar		0.00
0.8	1.00	LS	Job Management & Equipment	0.25	4.00	Detail	U.S. Dollar		327.70

Resource Code	Description	Hours	Quantity	UM	Currency	Unit Cost	Total Cost
M&E	Meals and Entertainment		1.00	LS	U.S. Dollar	0.00	0.00
LO02	Operating Engr.-Grp 2	2.00	1.00	Each (hourly)	U.S. Dollar		
ETRK1	Trk-1 Ton Pickup	2.00	1.00	Each (hourly)	U.S. Dollar		

0.9	1.00	LS	General Expense	0.00	0.00	Detail	U.S. Dollar		0.00
0.10	1.00	LS	Direct Cost Add-On	0.00	0.00	Detail	U.S. Dollar		0.00
Report Total:				5.25					77,263.94

Copyright © 2023 InEight Inc. All Rights Reserved.

CBS Position Code	Quantity	UM	Description	Cost Item Days	Cost UM/Day	Cost Source	Currency	Unit Cost	Total Cost
Category									**Total**
Labor									19,801.08
Owned Equipment									12,053.82
Rented Equipment									4,800.00
Materials									21,325.00
Fees									1,704.04
Trucking									17,580.00

$76,936.24 x 1.2 = 92,323

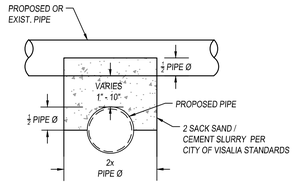
Copyright © 2023 InEight Inc. All Rights Reserved.

Know what's below. Call before you dig.

WARNING
POWER LINES OVERHEAD

NORTH
40' 0' 40'

4' 0'
VERTICAL SCALE



DETAIL A

GENERAL CONSTRUCTION NOTES (SHEETS 11-17 ONLY)

1. ALL SAWCUTS TO BE A NEAT, CLEAN, ON GRADE EDGE.
2. ALL NEW CONCRETE IMPROVEMENTS SHALL BE DOWELED INTO EXIST. CONCRETE IMPROVEMENTS PER CITY STD. C-34.

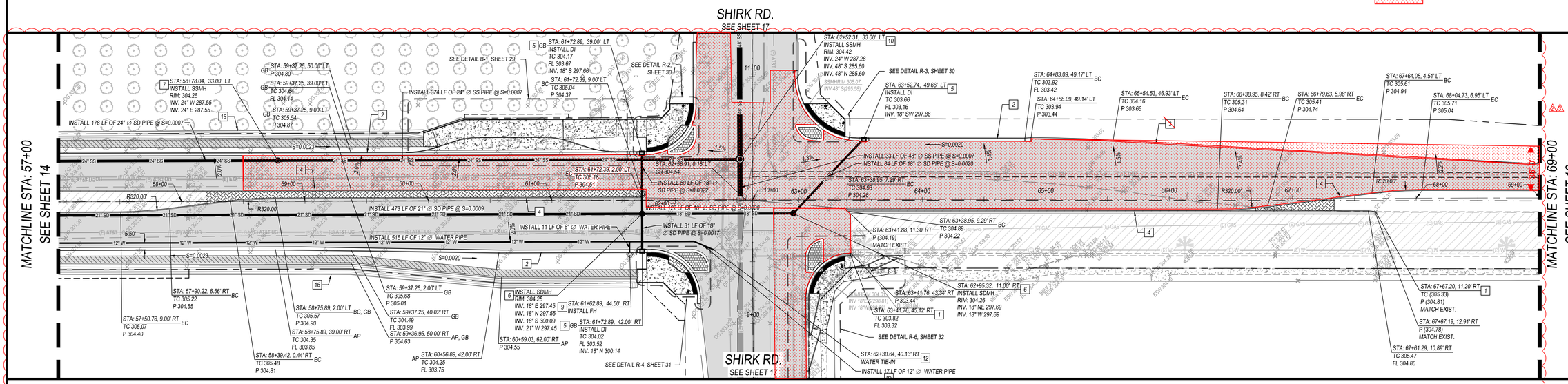
CONSTRUCTION KEYNOTES (SHEETS 11-17 ONLY)

1. INSTALL CONCRETE COLD JOINT PER CITY STD. C-34.
2. INSTALL CONCRETE CURB AND GUTTER PER CITY STD. C-4.
3. INSTALL TYPE 'A' ASPHALT DIKE PER CALTRANS STD. A87B.
4. INSTALL MEDIAN CURB PER CITY STD. C-8.
5. INSTALL DRAINAGE INLET PER CITY STD. D-12.
6. INSTALL 48" STORM DRAIN MANHOLE PER CITY STD. D-1.
7. INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD. S-1.
8. TIE-INTO EXIST. MANHOLE.
9. INSTALL FIRE HYDRANT PER CALWATER PLANS.
10. INSTALL 72" SANITARY SEWER MANHOLE PER CITY STD. S-3.
11. CONTRACTOR TO CONCRETE SLURRY BETWEEN PIPES PER 'DETAIL A', THIS SHEET.
12. CONTRACTOR TO COORDINATE WITH CALWATER FOR WATER TIE-INTO EXISTING SYSTEM.
13. INSTALL 60" STORM DRAIN MANHOLE PER CITY STD. D-2.
14. INSTALL 72" STORM DRAIN MANHOLE PER CITY STD. D-3.
15. INSTALL DRAINAGE INLET PER CITY STD. D-12, MODIFIED TO ACCOMMODATE DUAL 12" Ø PIPES WHERE SHOWN ON THESE PLANS.
16. DAYLIGHT TO EXISTING GRADE AT MAXIMUM 3:1 SLOPE.
17. CONTRACTOR TO TRENCH BACKFILL AND PATCH PAVEMENT OVER NEW 2-15" PIPES PER CITY STD. E-1. PAVEMENT PATCH SHALL HAVE SEAMLESS JOINTS WITH THE EXISTING PAVEMENT BY USING A HEATER-REMIX PROCESS.

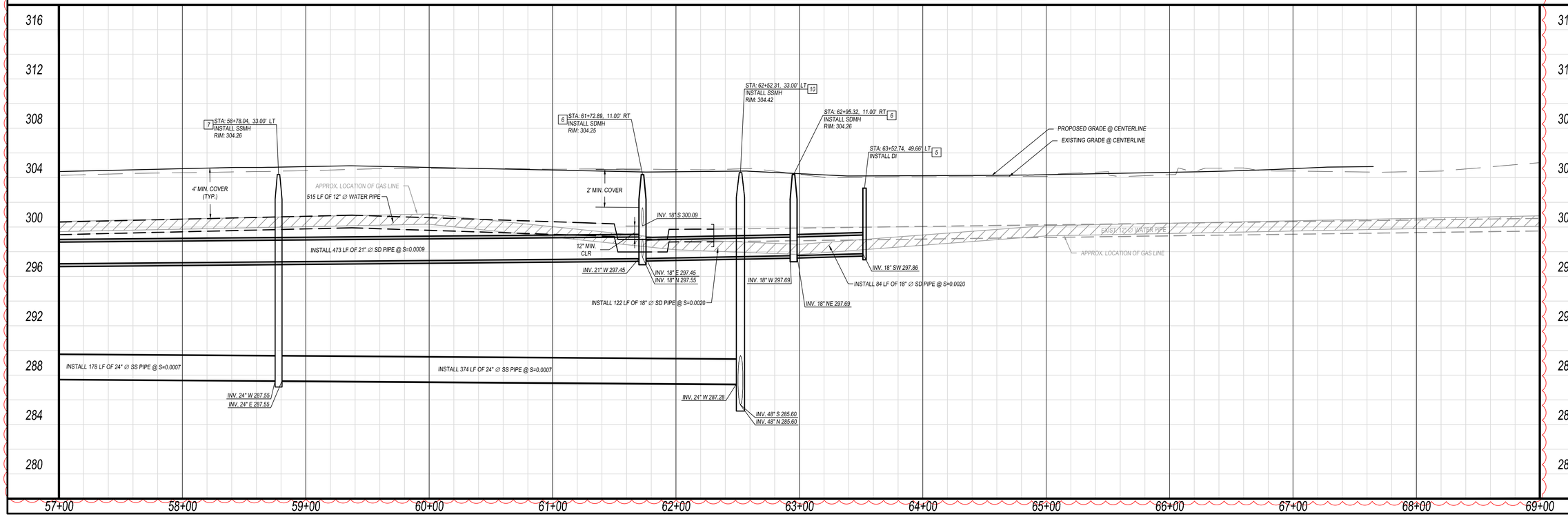
LEGEND (SHEETS 11-17 ONLY)

- DETAIL REFERENCE
- EXIST. ASPHALT CONCRETE
- EXIST. CONCRETE
- PROPOSED CONCRETE
- PROPOSED ASPHALT CONCRETE (SEE CROSS SECTIONS)
- PROPOSED ASPHALT BIKE PATH (SEE CROSS SECTIONS)
- STAMPED CONCRETE MEDIAN (CITY STD. C-35)
- DETECTABLE WARNING SURFACE
- GRADE BREAK/CROWN
- SWALE

7" AC / 17" AB



RIGGIN AVE. STA: 57+00 – STA: 69+00



NO.	DATE	DESCRIPTION
1	2.21.2025	BID ADDENDUM #01
2	4.11.2025	CONFORMED PLANS
3	9.24.2025	STORM DRAIN REVISIONS

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

CHK BY: KM
DRW BY: MH

CITY OF VISALIA
315 E. ACEQUIA AVE.
VISALIA, CA 93291

RIGGIN AVENUE
WIDENING & IMPROVEMENTS
IMPROVEMENT PLAN & PROFILE

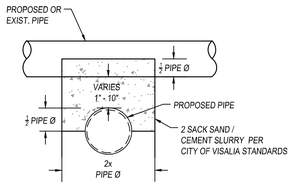
PROJ. NO. 20205
DATE:12/06/2024
DESIGN BY: KM | DRAWN BY:MH
SCALE: AS SHOWN
SHEET 15 OF 63

811 Know what's below. Call before you dig.

WARNING
POWER LINES OVERHEAD

NORTH
40' 0' 40'

4'
0'
VERTICAL SCALE



DETAIL A

GENERAL CONSTRUCTION NOTES (SHEETS 11-17 ONLY)

1. ALL SAWCUTS TO BE A NEAT, CLEAN, ON GRADE EDGE.
2. ALL NEW CONCRETE IMPROVEMENTS SHALL BE DOWELED INTO EXIST. CONCRETE IMPROVEMENTS PER CITY STD. C-34.

CONSTRUCTION KEYNOTES (SHEETS 11-17 ONLY)

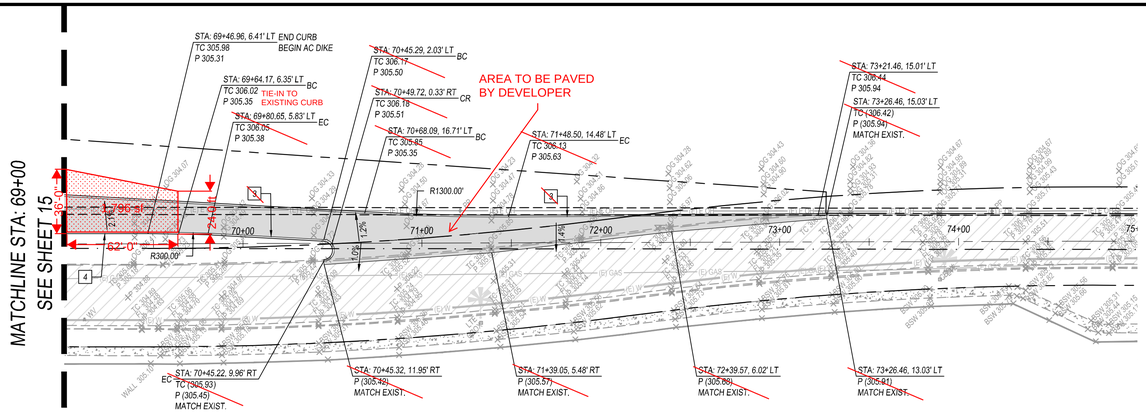
1. INSTALL CONCRETE COLD JOINT PER CITY STD. C-34.
2. INSTALL CONCRETE CURB AND GUTTER PER CITY STD. C-4.
3. INSTALL TYPE 'A' ASPHALT DIKE PER CALTRANS STD. A87B.
4. INSTALL MEDIAN CURB PER CITY STD. C-8.
5. INSTALL DRAINAGE INLET PER CITY STD. D-12.
6. INSTALL 48" STORM DRAIN MANHOLE PER CITY STD. D-1.
7. INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD. S-1.
8. TIE-INTO EXIST. MANHOLE.
9. INSTALL FIRE HYDRANT PER CALWATER PLANS.
10. INSTALL 72" SANITARY SEWER MANHOLE PER CITY STD. S-3.
11. CONTRACTOR TO CONCRETE SLURRY BETWEEN PIPES PER 'DETAIL A', THIS SHEET.
12. CONTRACTOR TO COORDINATE WITH CALWATER FOR WATER TIE-INTO EXISTING SYSTEM.
13. INSTALL 60" STORM DRAIN MANHOLE PER CITY STD. D-2.
14. INSTALL 72" STORM DRAIN MANHOLE PER CITY STD. D-3.
15. INSTALL DRAINAGE INLET PER CITY STD. D-12, MODIFIED TO ACCOMMODATE DUAL 12" Ø PIPES WHERE SHOWN ON THESE PLANS.
16. DAYLIGHT TO EXISTING GRADE AT MAXIMUM 3:1 SLOPE.

LEGEND (SHEETS 11-17 ONLY)

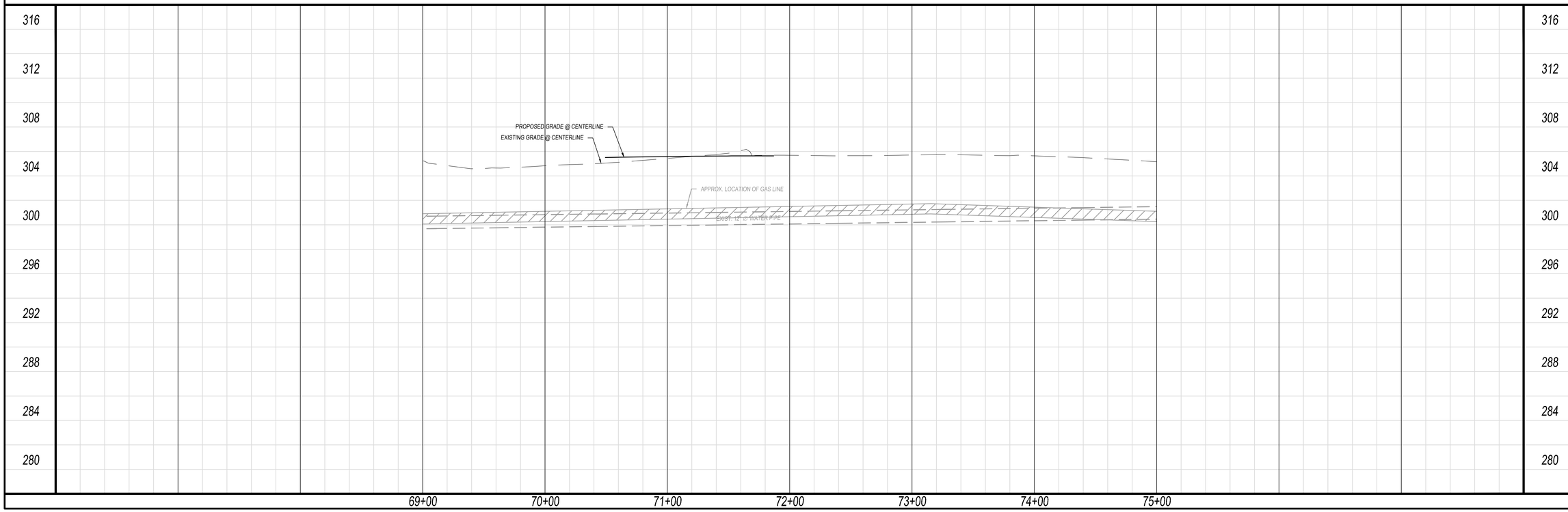
- DETAIL REFERENCE
- EXIST. ASPHALT CONCRETE
- EXIST. CONCRETE
- PROPOSED CONCRETE
- PROPOSED ASPHALT CONCRETE (SEE CROSS SECTIONS)
- PROPOSED ASPHALT BIKE PATH (SEE CROSS SECTIONS)
- STAMPED CONCRETE MEDIAN (CITY STD. C-35)
- DETECTABLE WARNING SURFACE
- GRADE BREAK/CROWN
- SWALE

Additional Paving:
7" AC / 17" AB

MATCHLINE STA: 69+00
SEE SHEET 15



RIGGIN AVE. STA: 69+00 – END



NO.	DATE	DESCRIPTION
1	2.21.2025	BID ADDENDUM #01
2	4.11.2025	CONFORMED PLANS

PROFESSIONAL ENGINEER — MICHAEL HARRISON — No. 87251 — Exp. 09/30/26 — STATE OF CALIFORNIA

PREPARED BY:
4CREEKS
324 S. SANTA FE, STE. A
P.O. BOX 7293
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

CHK BY: KM
DRW BY: MH

CITY OF VISALIA
315 E. ACEQUIA AVE.
VISALIA, CA 93291

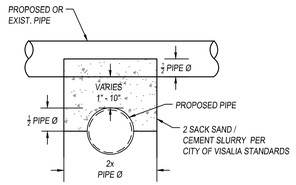
RIGGIN AVENUE
WIDENING & IMPROVEMENTS
IMPROVEMENT PLAN & PROFILE

PROJ. NO. 20205	
DATE:12/06/2024	
DESIGN BY: KM	DRAWN BY:MH
SCALE: AS SHOWN	
SHEET 16 OF 63	

Know what's below. Call before you dig.

WARNING
POWER LINES OVERHEAD

NORTH
40' 0' 40'
2' 0'
VERTICAL SCALE



DETAIL A

GENERAL CONSTRUCTION NOTES (SHEETS 11-17 ONLY)

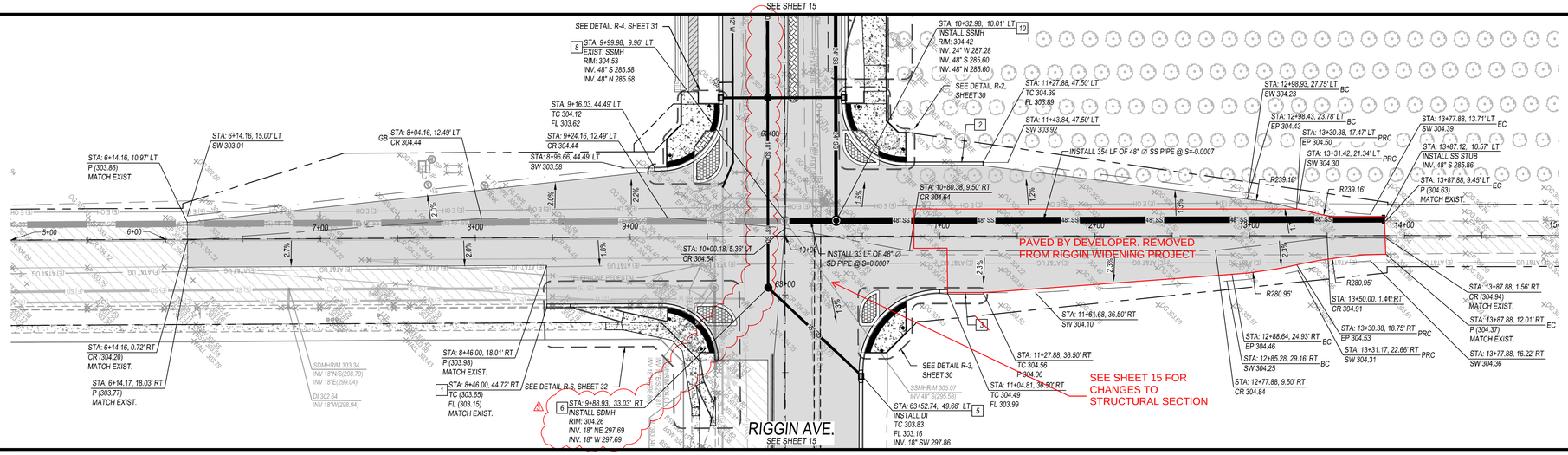
1. ALL SAWCUTS TO BE A NEAT, CLEAN, ON GRADE EDGE.
2. ALL NEW CONCRETE IMPROVEMENTS SHALL BE DOWELED INTO EXIST. CONCRETE IMPROVEMENTS PER CITY STD. C-34.

CONSTRUCTION KEYNOTES (SHEETS 11-17 ONLY)

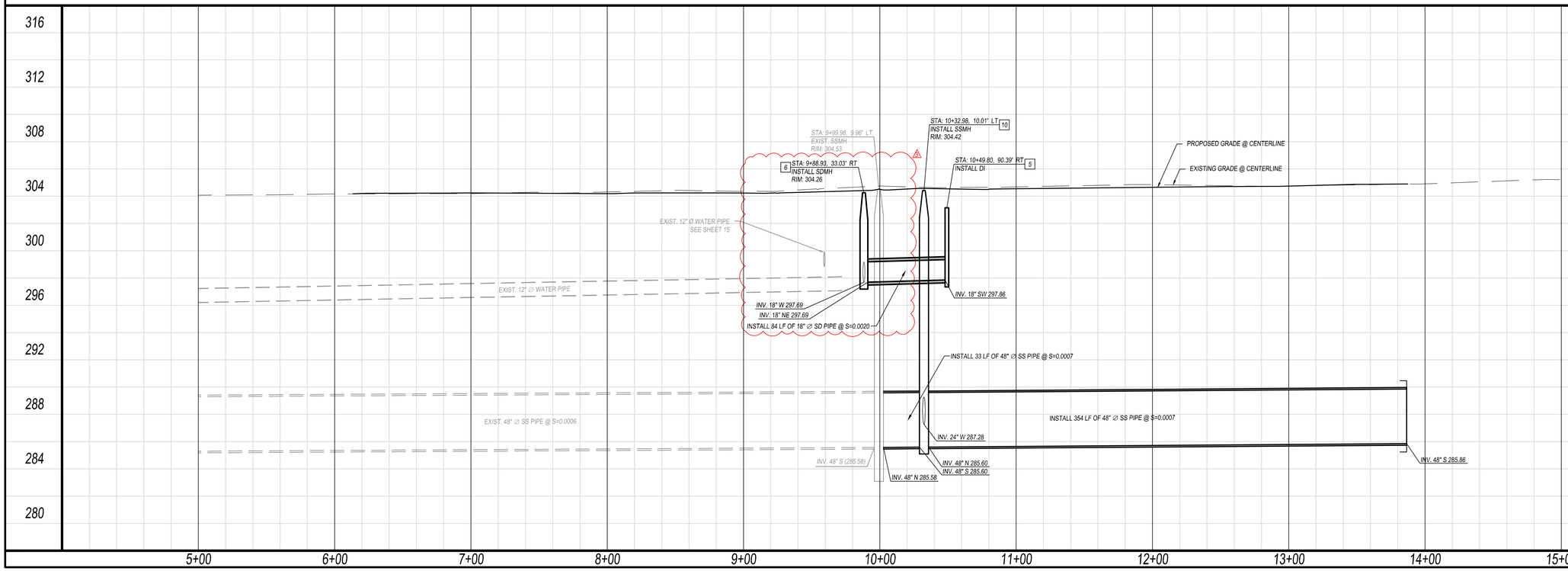
1. INSTALL CONCRETE COLD JOINT PER CITY STD. C-34.
2. INSTALL CONCRETE CURB AND GUTTER PER CITY STD. C-4.
3. INSTALL TYPE 'A' ASPHALT DIKE PER CALTRANS STD. A87B.
4. INSTALL MEDIAN CURB PER CITY STD. C-8.
5. INSTALL DRAINAGE INLET PER CITY STD. D-12.
6. INSTALL 48" STORM DRAIN MANHOLE PER CITY STD. D-1.
7. INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD. S-1.
8. TIE-INTO EXIST. MANHOLE.
9. INSTALL FIRE HYDRANT PER CALWATER PLANS.
10. INSTALL 72" SANITARY SEWER MANHOLE PER CITY STD. S-3.
11. CONTRACTOR TO CONCRETE SLURRY BETWEEN PIPES PER 'DETAIL A', THIS SHEET.
12. CONTRACTOR TO COORDINATE WITH CALWATER FOR WATER TIE-INTO EXISTING SYSTEM.
13. INSTALL 60" STORM DRAIN MANHOLE PER CITY STD. D-2.
14. INSTALL 72" STORM DRAIN MANHOLE PER CITY STD. D-3.
15. INSTALL DRAINAGE INLET PER CITY STD. D-12, MODIFIED TO ACCOMMODATE DUAL 12" Ø PIPES WHERE SHOWN ON THESE PLANS.
16. DAYLIGHT TO EXISTING GRADE AT MAXIMUM 3:1 SLOPE.
17. CONTRACTOR TO TRENCH BACKFILL AND PATCH PAVEMENT OVER NEW 2-15" PIPES PER CITY STD. E-1. PAVEMENT PATCH SHALL HAVE SEAMLESS JOINTS WITH THE EXISTING PAVEMENT BY USING A HEATER-REMIX PROCESS.

LEGEND (SHEETS 11-17 ONLY)

- DETAIL REFERENCE
- EXIST. ASPHALT CONCRETE
- EXIST. CONCRETE
- PROPOSED CONCRETE
- PROPOSED ASPHALT CONCRETE (SEE CROSS SECTIONS)
- PROPOSED ASPHALT BIKE PATH (SEE CROSS SECTIONS)
- STAMPED CONCRETE MEDIAN (CITY STD. C-35)
- DETECTABLE WARNING SURFACE
- GRADE BREAK/CROWN
- SWALE



SHIRK RD. STA: 5+00 – END



NO.	DATE	DESCRIPTION
2	2.21.2025	BID ADDENDUM #01
3	4.11.2025	CONFORMED PLANS
4	9.24.2025	STORM DRAIN REVISIONS

PROFESSIONAL ENGINEER — MICHAEL HOLLAND — No. 83251 — Exp. 09/30/26 — CIVIL — STATE OF CALIFORNIA

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

DRW BY: MH | CHK BY: KM

CITY OF VISALIA
315 E. ACEQUIA AVE.
VISALIA, CA 93291

RIGGIN AVENUE WIDENING & IMPROVEMENTS
IMPROVEMENT PLAN & PROFILE

PROJ. NO. 20205
DATE:12/06/2024
DESIGN BY: KM | DRAWN BY:MH
SCALE: AS SHOWN
SHEET 17 OF 63

Visalia City Council

Staff Report

File #: 25-0825 **Agenda Date:** 6/1/2026 **Agenda #:** 8.

Agenda Item Wording:
Approve a contract for heavy vehicle towing- Approve a contract with Prime Towing for heavy-duty vehicle towing services. The contract shall not exceed $30,000 annually, totaling $150,000 over the term of the contract, with an option to renew annually for up to (4) additional one-year terms.

Agenda Date: 06/01/2026

Prepared by:
Danny Galindo, Public Works Manager, danny.galindo@visalia.gov , 713-4186
Nick Bartsch, Public Works Director, nick.bartsch@visalia.gov ,713-4052

Department Recommendation: Staff recommends that the City Council approve a contract with Prime Towing for heavy-duty vehicle towing services. The contract shall not exceed $30,000 annually, totaling $150,000 over the term of the contract, with an option to renew annually for up to (4) additional one-year terms.

Summary:
Approval of this contract will provide the City with reliable on-call heavy-duty towing services to support fleet operations, maintenance activities, and emergency response needs. Prime Towing was selected as the lowest responsive and responsible bidder through a competitive bidding process and has previously provided satisfactory service to the City, ensuring continuity and operational efficiency for the heavy-duty vehicle fleet.

Background Discussion:
The City of Visalia Purchasing Division solicited bid proposals through Request for Bid (RFB) 24-25-52 for an annual contract to provide on-call towing services for the City's heavy-duty vehicle fleet, which consist of approximately 170 vehicles. The contract is intended to ensure timely and reliable towing support for the City operations and fleet maintenance needs involving heavy-duty equipment and vehicles.

Two bids were received and evaluated as part of the competitive bidding process. Prime Towing submitted the lowest responsive and responsible bid in the amount of $5,999.52, while Express Towing submitted a bid of $7,200.00. Based on the evaluation of the bids received, Prime Towing was determined to provide the best overall value to the City. Approval of the contract will ensure the City maintains reliable heavy-duty towing services to support fleet operations and emergency response needs.

The bid amounts submitted by Prime Towing and Express Towing were based on estimated quantities of towing services included in the Request for Bid for evaluation purposes only. The proposed annual contract amount of $30,000 is based on the City's historical expenditures for heavy-duty towing services and is intended to provide sufficient funding capacity for as-needed towing

services throughout the contract term.

Prime Towing also held the City's previous heavy-duty towing services contract and has satisfactorily provided towing services during the prior contract term. Approval of the contract will provide continuity of service and maintain established coordination with City staff and fleet operations.

Historical expenditures for heavy-duty towing services are as follows:
FY23-24 = $20,623
FY24-25 = $25,477
FY25-26 = $21,850

Fiscal Impact including annual maintenance and operating costs:
These cost are budgeted annually in the Fleet Maintenance division (5012). Expenditures are paid initially out of the Fleet Maintenance Fund, and subsequently charged to the vehicle user departments monthly, as incurred.

Prior Council Action: None

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to approve a contract with Prime Towing for heavy-duty vehicle towing services. The contract shall not exceed $30,000 annually, totaling $150,000 over the term of the contract, with an option to renew annually for up to (4) additional one-year terms.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/01/2026
Attachments:
RFB
Prime Towing Bid
Bid Summary
Contract
Levine Act

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☐ Organizational Excellence	☐ Fiscal Strength	☒ Infrastructure & Growth	☐ Quality of Life

CITY OF VISALIA
REQUEST FOR BID ("RFB")

RFB NO. 24-25-52

ANNUAL CONTRACT FOR FLEET ON-CALL TOWING SERVICES

BIDS DUE NO LATER THAN 2:00 PM PT THURSDAY, APRIL 23, 2026

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.

Ad Dates: March 27, 2026
April 1, 2026

TABLE OF CONTENTS

I. DEFINITIONS 3

II. INTRODUCTION 3

III. INSTRUCTIONS 4

IV. SCOPE OF SERVICES/PROJECT 5

V. PRE-BID AND CONTRACT MEETINGS 9

VI. BID OPENING AND CONFIDENTIALITY 9

VII. AWARD 10

VIII. PROTESTS/APPEALS 10

IX. SPECIAL CONDITIONS 10

X. GENERAL CONDITIONS 11

XI. POST AWARD RESPONSIBILITIES 14

EXHIBITS

A. BID FORM

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

- **B-1. Non-Collusion Affidavit**
- **B-2. Worker's Compensation Insurance Certificate**
- **B-3. Americans with Disabilities Act Compliance Certificate**
- **B-4. Ownership Disclosure/CA Levine Act Statement**
- **B-5. Drug-Free Workplace Certificate**
- **B-6. Iran Contracting Act Statement**

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS
ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS
ATTACHMENT 2 - INSURANCE REQUIREMENTS

The following documents are provided in addition to the Request for Bid document:

D. MAPPED OUTLINE OF CITY LIMITS
E. DODGE DURANGO NEUTRAL OVERRIDE

I. DEFINITIONS

For the purposes of RFB NO. 24-25-52, 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. 24-25-52.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for fleet on-call towing services for the City's fleet, which includes light and heavy-duty vehicles. The City of Visalia has approximately 490 vehicles in its fleet, 320 of which are light-duty and 170 of which are heavy-duty. The City averages approximately seven (7) calls for towing per month, two (2) of which are heavy-duty vehicles.

To accommodate the needs within the City of Visalia organization, this solicitation for bid includes two (2) options: **Option 1, Light Duty Vehicle Towing,** and **Option 2, Heavy Duty Vehicle Towing. Prospective bidders may bid on one or both options, but are not required to bid on both options.**

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.

In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

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

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 leading to the award of a 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. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.

2. Cross out and initial mistakes in ink and place the correct response next to same.

3. Timely submit Bid in a sealed envelope addressed and marked as follows:

   To: City of Visalia Purchasing Division
   707 W. Acequia Avenue
   Visalia, California 93291

   From: **Bidder's Name & Mailing Address**

   Marked: **Fleet On-call Towing Services**
   RFB NO. 24-25-52

   Deadline: 2:00 PM PT on Thursday, April 23, 2026

Delivery of Bid: When sending a bid via FedEx, UPS, etc., it is the responsibility of the Bidder to ensure that the bid is received during open office hours. Office hours are 7:30 a.m. to 5:00 p.m., Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when the office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended, as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are closed. The Night Drop Box is checked prior to the bid deadline.



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 that are not accompanied by the required completed forms.

5. Inquiries: All questions regarding this bid document must be directed to the City of Visalia Purchasing Division at 559-713-4334. To prevent misinterpretations, all technical questions must be submitted in writing via email to purchasing@visalia.gov

   Deadline for submitting questions: no later than April 15, 2026.

IV. SCOPE OF SERVICES/PROJECT

The City of Visalia is soliciting bids from qualified vendors to establish an annual contract for on-call towing services for use by the Fleet Department.

Contractor shall provide all labor, materials, tools, equipment, and transportation necessary to perform on-call towing services for City-owned vehicles. Services shall include both light-duty and heavy-duty vehicle towing.

For purposes of this agreement, towing shall be defined as the lifting and transport of a vehicle in a manner that complies with all applicable laws and industry standards, while minimizing the risk of damage.

The City will rely on the Contractor's professional expertise. The Contractor shall perform all towing services in a safe, lawful, and workmanlike manner consistent with industry standards and manufacturer recommendations.

The Contractor shall be responsible for any damage to vehicles directly caused by the Contractor's towing, handling, storage, or related services.

This solicitation includes two (2) service options:

- **Option 1:** Light-Duty Vehicle Towing
- **Option 2:** Heavy-Duty Vehicle Towing

Bidders may submit a bid for one or both options, but must provide pricing for all items within each option selected.

Each option will be awarded to the most responsive and responsible Bidder whose proposal meets the requirements of this RFB and provides the best overall value to the City.

A. OPERATIONAL & SERVICE REQUIREMENTS:

1. **Service Requests:** The Contractor shall be notified by telephone or other agreed-upon communication method.

   - Contractor shall acknowledge receipt of the request within **ten (10) minutes**
   - Contractor shall confirm whether service can be performed at that time

   Failure to respond within the required timeframe or refusal to accept call for service without valid justification may be considered a failure to respond.

2. **Towing Destination:** Unless otherwise directed, vehicles shall be towed to:

   City of Visalia Corporation Yard
   336 N. Ben Maddox Way, Visalia, CA

   The City may designate alternate locations at the time of service request.

- **Overnight Storage:** On occasion, it may be necessary for the Contractor to store the vehicle overnight to tow to an alternate location the following morning. Any storage of a vehicle overnight will require prior authorization by the Fleet Manager. Contractor will provide in the bid a separate cost related to the storage of vehicles.

- **Storage Requirements:** Contractor shall maintain a secure enclosure that is locked. Enclosure shall be supplied with electrical power. Enclosure shall be able to house at one time a minimum of five (5) mid to full-size vehicles. Storage rates shall be based on a daily rate, with a ½ day increment allowable in the billing.

3. **Response Time Requirements:**

   - **Heavy Duty Tows**: Arrival within two (2) hours
   - **Light Duty Tows**: Arrival within one (1) hour
     - Response times begin at the time the Contractor accepts the service request.
     - Delays due to circumstances beyond the Contractor's control (e.g., accidents, road closures, severe weather) must be promptly communicated to the City.
   - Please Note: Evidence tows are NOT a service under this contract.

4. **Service Area:** Contractor shall provide tow services within the City Limits as outlined in **Exhibit D**.

   - Mileage cost for tows outside the City limits shall be stated on the bid form and shall be in addition to the basic tow rate. The mileage and boundaries apply to light-duty tows only.
   - Mileage does not apply to heavy-duty towing unless specifically approved.

5. **Flat Tire Service:** Contractor may be requested to perform on-site tire changes for City vehicles.

   Services shall be performed only when an appropriate spare tire is available; otherwise, the vehicle should be towed.

B. TECHNICAL AND PROCEDURAL REQUIREMENTS:

1. At the time each vehicle is towed, the following information must be provided to the City by the contractor:

   a. Date and time of service
   b. Location of vehicle
   c. Type of tow (e.g., breakdown, accident)
   d. Make and model of vehicle
   e. Vehicle license plate number
   f. Vehicle identification number
   g. City vehicle number
   h. Signature of City employee
   i. Charges Incurred

HEAVY DUTY VEHICLES

1. If towing from the front axle, all tows will be required to have the drivelines dropped or axles removed prior to towing to prevent damage to the transmission. NO EXCEPTIONS
2. No homemade devices are allowed. All equipment is to be DOT-approved. Modified or Unauthorized equipment shall NOT be used to tow any City of Visalia vehicle.
3. Any heavy-duty vehicle that has debris wrapped in the driveline, differentials, or wheels MUST be towed from the rear. NO EXCEPTIONS
4. All heavy-duty vehicles must be towed from the rear whenever possible.
5. All safety chains must be long enough to be connected from the tow truck to the front axle or rear differential housing of the vehicle being towed. NO EXCEPTIONS
6. Safety chains SHALL NOT be attached to the rear DOT bumper of a refuse truck.
7. All towing trucks used to tow heavy-duty vehicles shall be equipped with a 4-stage under-reach.
8. All towing trucks must have a minimum of 4 axles.
9. Contractor must have a traveling dual axle trailer that can legally haul heavy-duty vehicles/equipment with a designated hauling capacity of 40 tons.

LIGHT DUTY VEHICLES

1. All light vehicles will be required to have a "Rollback Towing" flatbed to prevent damage to the transmissions.

2. Any Dodge Durango requiring a forced neutral procedure shall be handled in accordance with the attached step-by-step instructions.

C. <u>CONTRACTOR AND DRIVER RESPONSIBILITIES AND REQUIREMENTS</u> Contractor shall perform services in a manner commensurate with the highest professional standards, using qualified and experienced personnel.

1. Contractor shall be responsible for ensuring that all work performed under this contract shall conform to, and comply with, all applicable safety and motor vehicle regulations as issued by, but not limited to, the Federal Government, the State of California, and the City of Visalia.

2. Contractor shall give his personal attention to the fulfillment of the contract and keep work under his control. Contractor shall not use a subcontractor or a subcontracted tow truck in the performance of work under this contract. All persons engaged in the work will be considered employees of the Contractor. The Contractor shall own all tow trucks used under this contract.

3. All employees shall wear uniforms or other identifying clothing, such as shirts or jackets with the Contractor's business name and the employee's name clearly displayed. See "Contractor's Personnel, #5 on page 8 of this document, to make clear to all observers that they are employed by the Contractor. All of Contractor's vehicles and (tow) trucks shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the Contractor.

4. All drivers shall be properly licensed in accordance with all applicable State and Federal laws and the California Department of Transportation. All Drivers shall operate tow vehicles safely and prudently. Drivers shall refrain from using profane or vulgar language in a public area while performing work under this agreement.

5. Vehicles to be towed will include cars, trucks (heavy and light-duty), fire trucks, refuse trucks, dump trucks, chipper trucks, motorcycles, and major parts or subassemblies of any of the above.

6. Estimated annual quantities of the number of tows are given for bid purposes only. The City of Visalia does not guarantee that a minimum number of tows will occur. Bidders should be aware that the tow service will be used on an "as needed" basis. In addition, the contractor must accept all vehicles and cannot "pick and choose" or select vehicles.

7. Contractor shall not perform any additional services related to the towing of the vehicle for which payment is expected without the express written consent of the City of Visalia, prior to the time the extra services are performed or rendered.

8. All tow vehicles shall have a two-way communication system.

9. All tow vehicles shall comply with the State of California emission inspection program.

10. Towing services shall be available twenty-four (24) hours a day and every calendar day of the year.

11. For purposes of this agreement, the term "contractor", "bidder," or "vendor" shall include any of the contractor's officers, managers, employees, independent contractors, and agents.

12. Bid prices for services shall include all applicable taxes. Bid prices shall include all costs for dollies, winching, standby time, tire change, dropping drive line, or removing axles, and any other services required to perform the tow, including clean-up of debris or fluids. Bid prices shall apply on a twenty-four (24) hour basis, including weekends and holidays.

13. Tow rates will be based upon two categories of vehicle weight. For purposes of this agreement, the applicable GVWR will be as indicated on the vehicle registration. All vehicles with a GVWR of 15,000 or less are to be considered light-duty; vehicles with a GVWR greater than 15,000 are to be considered heavy-duty.

As indicated in the introduction, this solicitation for bid includes two (2) contract options: Option 1, Light Duty Vehicle Towing, and Option 2, Heavy Duty Vehicle Towing. Prospective bidders may bid on one or both options, but are not required to bid on both options. Bidders are required to bid on all items within each option. Each option will be awarded and shall be made to the most responsive, responsible Bidder

whose Proposal meets the requirements and criteria outlined in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City.

a. Option 1: Light Duty Vehicles: Less than or equal to 15,000 GVWR. Vehicles shall be based on a cost per tow, plus mileage for those tows outside the City Limits.

Mileage cost for tows outside of the prescribed boundaries shall be stated on the bid form and shall be in addition to the basic tow rate. The mileage and boundaries apply to light-duty tows only, as heavy-duty tows shall be based solely on the hourly rate stated by the bidder on the bid form

b. Option 2: Heavy Duty Vehicles: Greater than 15,000 GVWR. Heavy-duty tows shall be based on an hourly rate. Mileage does not apply to Option 2.

Cost to tow vehicles requiring extraordinary means shall be based on an hourly rate. That hourly rate shall apply to a truck and one person.

1. Contractors shall include in their response a list of at least three (3) organizations, which can be used as references for the performance of similar services. Contractor shall endeavor to include references to work performed for public sector agencies. Include the name and telephone number of the contact person. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.

2. If Contractor fails to respond on three (3) occasions during any three (3)-month period to the City's request for towing services, the City may, at its option, cancel the contract.

Contractor's Personnel:

1. It is the responsibility of the Contractor to ensure that all Drivers are licensed in accordance with any applicable Federal and State Laws and abide by all regulations of the Department of Transportation. Further, it is the responsibility of the Contractor to ensure that all drivers are at least 18 years of age and possess the appropriate licensing, valid medical certificates, and endorsements as required by law for driving the tow trucks assigned. The Contractor shall ensure that tow truck drivers responding to calls initiated by the City of Visalia are qualified and competent employees of the Contractor. The Contractor shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the City of Visalia.

2. List of Drivers: The Awarded Contractor (operator/owner) shall maintain a current list of drivers at all times.

   a. The Awarded Contractor shall provide a current list of drivers to the Purchasing Division upon implementation of this agreement. The list shall include any driver who will be working under this contract. The Contractor shall immediately notify the Purchasing Division upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the Purchasing division within seven calendar days of any change in driver status. Contractor will be responsible for strict adherence to this requirement.

   b. Awarded Contractor shall, as a minimum, maintain the following information for each employee:

      Full Name
      Date of Birth
      California Driver's License Number
      Copy of a valid medical certificate (if required)
      Job title/description
      Current home address
      Current home phone number
      Type(s) of truck(s) the driver has been trained and instructed to operate

3. Contractor must meet the City of Visalia's Standard Insurance Requirements at all times. Failure to provide proof of any insurance on request may be grounds for immediate termination of the contract.

4. It is the responsibility of the Awarded Contractor to ensure that his/her employees abide by all the provisions and conditions of the RFB.

   - All tow truck drivers and owner/operators shall be enrolled in the Pull Notice program.
   - Upon the addition of new drivers, Contractor shall immediately enroll drivers in the Pull Notice Program.
   - Pull Notices shall be kept on file, signed, and dated by the operator/owner.
   - The Purchasing Supervisor may require the Awarded Contractor to provide copies of Pull Notice Reports to the Visalia Police Department.

5. The tow truck driver shall respond in the appropriate attire. This shall include, but not be limited to, a business shirt with the driver's name and/or business logo. Clothing shall be clean and presentable, with no tears, fraying, or holes. Depending on the time of the year, pants or shorts may be worn with the appropriate footwear. No sandals, flip-flops, or similar type of footwear.

V. PRE-BID AND CONTRACT MEETINGS

1. Non-mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting has been scheduled for Tuesday, April 7, 2026, at 10:00 AM at City Hall, 707 W. Acequia Ave., Visalia, CA. Attendance at this meeting is not required to submit a Bid in response to this RFB, but is encouraged. Information regarding the project will be provided at that time. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work, and any problems or difficulties that may affect the work proposed.

2. Post Award Meeting. After the award of the 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: Danny Galindo
   Department: Public Works - Fleet Division

VI. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Thursday, April 23, 2026, at 2:00 pm. The name of each Bidder and the amount of each Bid shall be read aloud at the Bid opening. A Bid Opening Summary shall be made available after the bid opening. Bid information will not be available for public review during the bid 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 award, the City intends its selection process to 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 that the Bidder believes qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of the 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.

VII. 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 outlined in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity, and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality, and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

VIII. PROTESTS/APPEALS

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

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and

2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process, and inappropriate or unfair competitive procurement grievance regarding the Bid process.

3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal, unless the Bidder is notified that 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.

IX. 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. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the Project Manager.

c. Omitted Items. The Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.

d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by the Project Manager before the work is done. Payment for approved Extra Work shall be as agreed to in writing by the Project Manager prior to the Extra Work being completed. No additional payment is due for unauthorized Extra Work.

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 acceptability of work performance, and all questions related to fulfillment of the contract. Project Manager shall not have control over acts or omissions of the Contractor, or the Contractor's employees.

b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the means, methods, techniques, sequences, procedures, and safety precautions or programs related to work under this agreement.

c. Project Site/Existing Structures.
Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures.

d. Labor
Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty safely. All work under this contract will be conducted professionally.

3. Legal Responsibilities.

It is the responsibility of the Contractor to comply with all applicable local, state, and federal laws, regulations, and licensing requirements related to towing operations, motor carrier safety, workplace safety, and vehicle storage. 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.

X. 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 Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a Bid in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of contract.

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

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

2. Post-Closing Date Corrections are prohibited.

3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.

4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.

5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.

6. Telegraphic, telephonic, electronic, and facsimile Bids and withdrawal requests will not be accepted.

7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.

8. All Bids are the property of the City after submission.

9. City is not responsible for Bid errors and omissions.

10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.

11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.

12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division and the Department requesting Bids.

13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.

14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.

15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.

16. Bidder shall withhold, pay, and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.

17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.

18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories, and reputation.

19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions, and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.

20. Each Bidder will be required to submit Certifications, Affidavits, Assurances, Statements, and Questionnaires, which are attached in Exhibit "B".

21. The quantities given on the Bid Proposal form and any related contract documents are 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 a 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 specifications 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 a lack of such examination or knowledge.

23. Bidders shall complete all applicable portions of the Bid Form (Exhibit "A") for each option on which they choose to bid. If bidding on an option, Bidder must provide pricing for all items required within that option. Contractor may be required to submit Proposals on alternate items. The City reserves the right to award the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.

24. No mention shall be made in the Proposal 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.

26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

27. The annual contract resulting from this invitation to bid will be administered by the Public Works Department. However, the City's Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions, or scope of the contract.

28. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, may 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 anniversary date of the agreement.** In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies, and materials.

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

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

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.

XI. 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 in Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to the 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 of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

EXHIBIT "A"
BID FORM RFB NO. 24-25-52

PROJECT: ANNUAL CONTRACT FOR FLEET ON-CALL TOWING SERVICES

BIDDING FIRM:_____

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-52 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 Instructions to BIDDERs, scope of services, specifications, 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 only after the contract is fully executed and Notice to Proceed and/or City Purchase Order 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 this bid contains two bidding options: Option 1, Light Duty Vehicle Towing, and Option 2, Heavy Duty Vehicle Towing. Prospective bidders may bid on one or both options, but are not required to bid on both options.

The lowest BIDDER will be determined by the lowest total bid amount for each option. Award, if made, will be to the Bidder with the lowest bid for each option and whose bid is deemed both responsive and responsible and complies with the specifications of RFB No. 24-25-52.

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

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

Complete all pricing fields for each option you are bidding. Enter unit prices and calculate the Total Bid Amount based on the estimated quantities provided. Prices must include all costs required to perform the services. Incidental services shall be priced as indicated and are not included in the Total Bid Amount.

OPTION 1: LIGHT DUTY TOWS As described in RFB 24-25-52	PER TOW PRICE	ESTIMATED ANNUAL QUANTITY	TOTAL BID AMOUNT
	$_____per tow	84	$_____
TIRE CHANGE SERVICE (Light Duty Only)* *Provided the vehicle is equipped with an appropriately sized spare tire.	$_____per service	100	$_____
Option 1 Total Bid Amount			**$_____**

OPTION 2: HEAVY DUTY TOWS As described in RFB 24-25-52	PER-HOUR PRICE	ESTIMATED ANNUAL HOURS (QUANTITY)	TOTAL BID AMOUNT
	$_____per hour	24	$_____

Bidder is instructed to provide pricing below for incidental services that may be required. The prices below are not considered in the above total bid amounts.
Contractor shall list below the pricing for any alternative services that may be needed from time to time. These incidental services would be performed by Contractor only with prior approval from the Project Manager and at the prices stated below. City reserves the right to negotiate the below-stated prices with Awarded Contractor.

Mileage Rate *Applies only to Light Duty Tows that are outside the boundaries prescribed in RFB 24-25-52	$_____per mile
On-Site Storage Rate per specifications of RFB 24-25-52	$_____per day

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

_____

_____

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

CONTRACTOR'S PERMIT INFORMATION

License Classification:_____
Expiration Date: _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____
(A City Business Tax Certificate (License) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326.

Federal Tax I.D. No.: _____

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

Company Name Address Tel. No. Contact

1._____

2._____

3._____

DESIGNATION OF SURETIES

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

Company Name	Address	Tel. No.	Type

EXHIBIT "B-1"

Non-Collusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.

This form must be signed by the person authorized to submit Bids on behalf of the Bidder. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidding Firm: _____

Business Address: _____

Signature: _____

Print Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

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

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

EXHIBIT "B-3"
AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal(if any):

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than $500 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

   2. YES:_____ NO:_____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Answering YES to the question above does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

_____ _____
Signature of Authorized Individual Date

_____
Printed or Typed Name of Authorized Individual

_____
Print or Type Name of Company

EXHIBIT "B-5"
DRUG-FREE WORKPLACE CERTIFICATION

STATE OF CALIFORNIA
STD.21 (REV.12-93)

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

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation, and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect, and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-6"
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)
(Complete and submit with response)

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 Consultants 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 $1,000,00 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"

FLEET ON-CALL TOWING SERVICES
LIGHT DUTY TOWS
HEAVY DUTY TOWS (Can AWARD TWO SEPARATE CONTRACTS)
(PUBLIC WORKS/FLEET DIVISION)
(City of Visalia Bid No. 24-25-52)

This Agreement, entered into and effective this _____ day of _____, 2026 ["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 solicited RFB-24-25-52, On-Call Towing Services for Light Duty and Heavy-Duty Tows; and

WHEREAS, The City of Visalia has reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the services; 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 24-25-52, Fleet On-call Towing Services
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-52
Attachment 5	List of Awarded Contractor's current employees that may perform this work

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 the Scope of Services in Bid No. 24-25-52.

4. CITY COMMITMENTS:

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

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

5. COMPENSATION:

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

Total Compensation:	Not to exceed $_____ annually at the Contractor's stated Bid Prices for (heavy vehicle tows/light vehicle tows/bid prices)
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from the date of the 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. The request for price adjustment must be submitted to the Project Manager at least thirty (30) days (but no sooner than ninety (90) days) prior to the annual anniversary date of the agreement.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The 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

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

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

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

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

D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.

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

F. **Integration/Modification**: This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represent 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. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C, ATTACHMENT 2
INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY, and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. **Subcontractor(s) Insurance** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

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:**
   CITY OF VISALIA PURCHASING DEPARTMENT, 707 W. ACEQUIA AVENUE, VISALIA, CA 93291

EXHIBIT "A"
BID FORM RFB NO. 24-25-52

PROJECT: ANNUAL CONTRACT FOR FLEET ON-CALL TOWING SERVICES

BIDDING FIRM: PRIME TOWING & TRANSPORT

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-52 dated: 4.20.26, 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 Instructions to BIDDERs, scope of services, specifications, 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 only after the contract is fully executed and Notice to Proceed and/or City Purchase Order 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 this bid contains two bidding options: Option 1, Light Duty Vehicle Towing, and Option 2, Heavy Duty Vehicle Towing. Prospective bidders may bid on one or both options, but are not required to bid on both options.

The lowest BIDDER will be determined by the lowest total bid amount for each option. Award, if made, will be to the Bidder with the lowest bid for each option and whose bid is deemed both responsive and responsible and complies with the specifications of RFB No. 24-25-52.

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

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

Complete all pricing fields for each option you are bidding. Enter unit prices and calculate the Total Bid Amount based on the estimated quantities provided. Prices must include all costs required to perform the services. Incidental services shall be priced as indicated and are not included in the Total Bid Amount.

OPTION 1: LIGHT DUTY TOWS As described in RFB 24-25-52	PER TOW PRICE	ESTIMATED ANNUAL QUANTITY	TOTAL BID AMOUNT
	$ 64.98 per tow	84	$ 5458.32
TIRE CHANGE SERVICE (Light Duty Only)* *Provided the vehicle is equipped with an appropriately sized spare tire.	$ 55.00 per service	100	$ 5500.00
Option 1 Total Bid Amount			$ 10,958.32

OPTION 2: HEAVY DUTY TOWS As described in RFB 24-25-52	PER-HOUR PRICE	ESTIMATED ANNUAL HOURS (QUANTITY)	TOTAL BID AMOUNT
	$ 249.98 per hour	24	$ 5999.52

Bidder is instructed to provide pricing below for incidental services that may be required. The prices below are not considered in the above total bid amounts.
Contractor shall list below the pricing for any alternative services that may be needed from time to time. These incidental services would be performed by Contractor only with prior approval from the Project Manager and at the prices stated below. City reserves the right to negotiate the below-stated prices with Awarded Contractor.

Mileage Rate *Applies only to Light Duty Tows that are outside the boundaries prescribed in RFB 24-25-52	$ 6.99 per mile
On-Site Storage Rate per specifications of RFB 24-25-52	$ 54.99 per day

(1): PRIME TOWING & TRASPORT INC
Bidding Firm

(2): _____
Corporation, Partner, Joint Venture

(3): 1147 E. HOUSTON VISALIA CA 93292
Business Address City State Zip Code

559.684.7796
Telephone Number Fax Number

MIKE.PAIM@PRIMETOWINGCA.NET
E-mail Address

(4): _____ 4/20/2026
Signature of Authorized Person (Date)

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

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

CONTRACTOR'S PERMIT INFORMATION

License Classification: _____
Expiration Date: _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: BL046968
(A City Business Tax Certificate (License) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326.

Federal Tax I.D. No.: 39-4504026

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

Company Name	Address	Tel. No.	Contact
1. EPPIER TRUCK SALES	FRESNO	559-908-8245	DAVE EPPIER
2. HETTINGA TRANSPORTATION	TULARE	559-280-0039	STEVE HETTINGA
3. SNAP ON TOOLS	TULARE	559-333-3060	BRANDON CADWELL

EXHIBIT "B-1"

Non-Collusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that 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; 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.

This form must be signed by the person authorized to submit Bids on behalf of the Bidder. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidding Firm: PRIME TOWING & TRANSPORT

Business Address: 1147 E. HOUSTON AVE VISALIA, CA 93292

Signature:

Print Name of Signing Official: RIVER DELATORRE

Title of Signing Official: CEO

Date: 4.20.26

Company Seal (if any):

WORKERS' COMPENSATION INSURANCE COMPLIANCE
(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: PRIME TOWING & TRANSPORT

Business Address: 1147 E. HOUSTON AVE VISALIA CA 93292

Signature: [signature]

Name of Signing Official: AIVER DE LATORRE

Title of Signing Official: CEO

Date: 4.20.26

Company Seal (if any):

EXHIBIT "B-3"
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: PRIME TOWING & TRANSPORT

Business Address: 1147 E HOUSTON AVE VISALIA CA 93292

Signature: [signature]

Name of Signing Official: RIVER DELATORRE

Title of Signing Official: CEO

Date: 4/20/2026

Company Seal(if any):

EXHIBIT "B-4"

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than $500 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

2. YES:____ NO: X . If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Answering YES to the question above does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Signature of Authorized Individual

4/20/2026
Date

AIVER DELABRRE
Printed or Typed Name of Authorized Individual

PRIME TOWING
Print or Type Name of Company

EXHIBIT "B-5"
DRUG-FREE WORKPLACE CERTIFICATION

STATE OF CALIFORNIA
STD.21 (REV.12-93)

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

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
PRIME TOWING & TRANSPORT	39-4504026
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME OF PERSON SIGNING: AVER DELATORRE	TELEPHONE NUMBER (Include Area Code): (559) 688-1578
TITLE: CEO	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS: 1250 S. OST TULARE CA 93274	

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation, and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect, and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-6"
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)
(Complete and submit with response)

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 Consultants 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 $1,000,00 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: AIVER DECATORRE

Title: CEO Agency Name: _____

Date: 4.20.26

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

City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291 (559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR BIDS
RFB-24-25-52

ANNUAL CONTRACT FOR FLEET ON-CALL TOWING SERVICES

ADDENDUM NO. 1

Issued: April 16, 2026

Submittals Due: **Thursday, April 23, 2026, at 2:00 pm**

Addendum No. 1 is being issued to respond to questions received. This addendum must be signed and submitted with the bid.

ITEM 1: QUESTIONS/RESPONSES

Q. 1 **LOCATION:** Our home base is in Selma, but I keep the truck with me in Visalia. Would I still be able to bid on it?

Response: Yes. Vendors are not required to have a business location within the City of Visalia to submit a bid. Any qualified vendor may bid on this solicitation. However, bidders must be able to meet all requirements of the contract, including the response time requirements outlined in the RFB. Including but not limited to:

Heavy Duty Tows: Arrival within two (2) hours
Light Duty Tows: Arrival within one (1) hour

Q. 2 The section that reads, ESTIMATED ANNUAL HOURS (QUANTITY) 24, does that mean my hourly Rate times 24?

Response: Yes. The "Estimated Annual Hours (Quantity) 24" represents the City's estimated annual usage for evaluation purposes only. Bidders shall provide an hourly rate, and the total evaluated cost will be calculated by multiplying the hourly rate by 24 hours. This quantity is an estimate only and does not guarantee a minimum or maximum amount of work.

All other terms, conditions, and specifications of the original solicitation remain unchanged.

Bidders must acknowledge receipt of this Addendum in their bid response.

END OF ADDENDUM NO. 1
/s/ Purchasing Division
(559) 713-4334

RESPONDENT to sign and submit with PROPOSAL

Firm: PRIME TOWING & TRASPORT Date: 4-21-26

By: _____
Bidder's Signature

CITY OF VISALIA, CA
PURCHASING DIVISION
707 W. Acequia Avenue
Visalia, CA 93292
(559) 713-4334

REQUEST FOR BID (RFB) 24-25-55
FLEET ON CALL TOWING SERVICES

BID SUMMARY

Date: Thursday, April 23, 2026 Time: 2:00 p.m.
Visalia City Hall, 707 W. Acequia Ave.

BIDDER'S NAME	LOCATION	Total Bid Amount	
		Option 1: Light Duty Tows	Option 2: Heavy Duty Tows
West Coast Towing	Visalia, CA	$10,796	—
Prime Towing	Visalia CA	$10,958.32	$5,999.52
Express Towing	Selma, CA	—	$7,200

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

Witness: _____ Witness: _____

EXHIBIT "B-4"

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than $500 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

2. YES:____ NO: X . If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Answering YES to the question above does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Signature of Authorized Individual

4/20/2026
Date

AIVER DELABRRE
Printed or Typed Name of Authorized Individual

PRIME TOWING
Print or Type Name of Company

FLEET ON-CALL TOWING SERVICES
HEAVY DUTY TOWS
(PUBLIC WORKS/FLEET DIVISION)
(City of Visalia Bid No. 24-25-52)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and Prime Towing & Transport Inc. hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an company with a primary business address of 1147 E Houston Ave, Visalia Ca 93292 and SSN or EIN: 39-4504026; and

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

WHEREAS, City of Visalia solicited RFB-24-25-52, On-Call Towing Services for Light Duty and Heavy-Duty Tows; and

WHEREAS, The City of Visalia has reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the services; 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 24-25-52, Fleet On-call Towing Services
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-52
Attachment 5	List of Awarded Contractor's current employees that may perform this work

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 the Scope of Services in Bid No. 24-25-52.

4. CITY COMMITMENTS:

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

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

5. COMPENSATION:

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

Total Compensation:	Not to exceed $30,000 annually at the Contractor's stated Bid Prices for (heavy vehicle tows/bid prices)
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from the date of the 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. The request for price adjustment must be submitted to the Project Manager at least thirty (30) days (but no sooner than ninety (90) days) prior to the annual anniversary date of the agreement.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items).** The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The 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

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

B. **Prohibition of Assignment**: Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

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

CITY OF VISALIA	CONTRACTOR	Prime Towing & Transport Inc.
707 W. Acequia Ave.		1147 E Houston Ave.
Visalia, CA 93291		Visalia, Ca 93292
Attention: City Clerk	Attention:	Aiver Delatorre

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, represent 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. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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:**
CITY OF VISALIA PURCHASING DEPARTMENT, 707 W. ACEQUIA AVENUE, VISALIA, CA 93291

Visalia City Council

Staff Report

File #: 25-0834 **Agenda Date:** 6/1/2026 **Agenda #:** 9.

Agenda Item Wording:
Accept the City of Visalia Cash and Investment Report - Accept the third quarter report of the fiscal year which consists of months January, February, and March 2026.

Agenda Date: 06/01/2026

Prepared by: Jason Montgomery, Finance Manager, jason.montgomery@visalia.gov, 713-4425; Renee Nagel, Finance and Technology Services Director, renee.nagel@visalia.gov, 713-4375

Department Recommendation: Staff recommends that the Council accept the City of Visalia Cash and Investment Report for the third quarter of the fiscal year which consists of months January, February, and March of 2026.

Summary:
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 Civic Center Phase 2 project, cape seal of various streets, Shirk Street improvements, and the major rehab of Caldwell Avenue from Santa Fe to Lovers Lane. Money is also accumulated for future capital assets, such as solid waste trucks, and unforeseen things like 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.

Background Discussion:
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
On March 31, 2026, the national unemployment rate was 4.3% improving slightly from the prior

quarter with about 7.2 million people unemployed. The Consumer Price Index was at 3.26%, an increase from the December 2025 rate of 2.68%. At its April 29, 2026 meeting, the Federal Open Market Committee (FOMC) voted to keep the Federal Funds Rate (the rate at which institutions borrow and lend overnight funds to each other) at its current range of 3.50% to 3.75% as the committee acknowledged that economic activity was expanding but "the developments in the Middle East are contributing to a high level of uncertainty about the future economic outlook." Movements of the Federal Funds Rate are closely linked to Treasury Security rates; as the Federal Funds Rate decreases, 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 second quarter and the third quarter of the fiscal year as well as recent rates. Rates have recently been increasing with the general market consensus being that the gap between short term and long-term rates will widen. The City remains laddered across all maturities.

Table I

	December 2025 (2nd Quarter-FY25/26)	March 2026 (3rd Quarter-FY25/26)	May 11, 2026
Federal Funds Rate	3.50% - 3.75%	3.50% - 3.75%	3.50% - 3.75%
6 month Treasury	3.60%	3.69%	3.67%
1 year Treasury	3.47%	3.65%	3.75%
2 year Treasury	3.47%	3.79%	3.95%
3 year Treasury	3.54%	3.81%	3.97%
4 year Treasury	3.63%	3.87%	4.02%
5 year Treasury	3.72%	3.94%	4.07%

Portfolio Performance

The March 31, 2026 investment portfolio managed balance was **$623,885,280.**
The earnings rate as of March 31, 2026 was **3.97%.** Key benchmarks and performance statistics for the City's portfolio are shown in Table II, Managed Portfolio Performance Statistics.

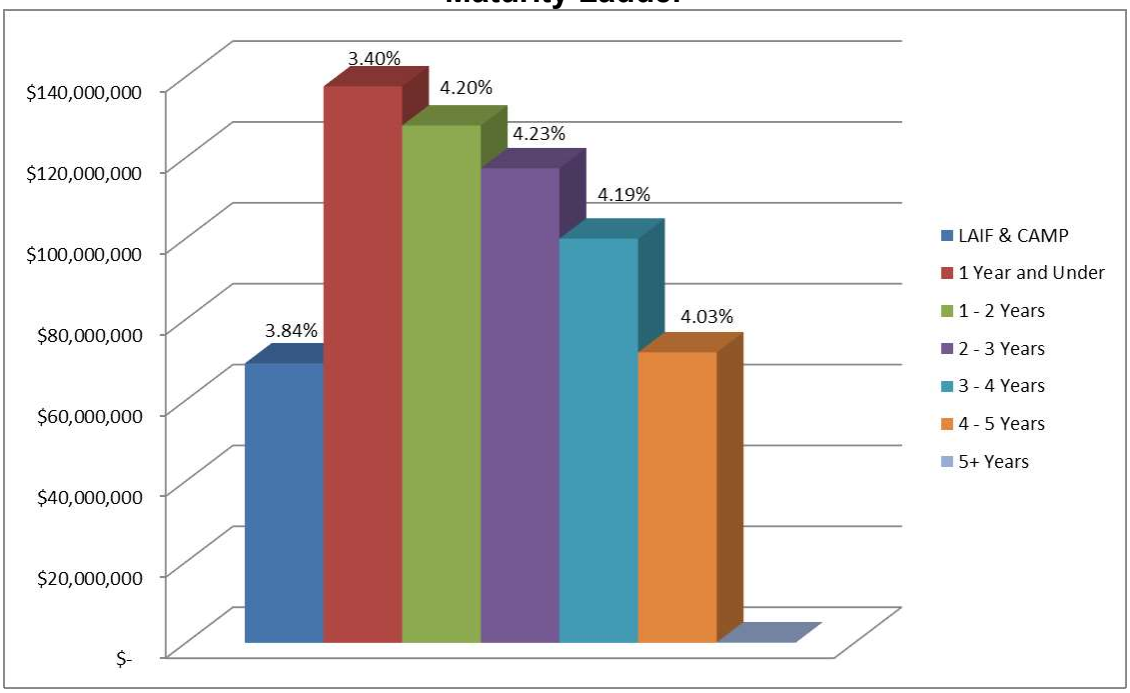
Table II: Managed Portfolio Performance Statistics (dollars in millions)

Quarter Ending	Portfolio Balance	City Monthly Portfolio Rate	LAIF & CAMP Balance	LAIF Rate	2 YR Treasury	Weighted Average Maturity (WAM)
December 2025	$638.2	3.97%	$91.3	4.09%	3.47%	664 Days
March 2026	$623.9	3.97%	$69.1	3.88%	3.79%	696 Days
Fiscal Year Average 2025/2026	**$628.3**	**3.95%**		**4.09%**		

The following Charts I and II show the portfolio ladder and distribution as of March 31, 2026. 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 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

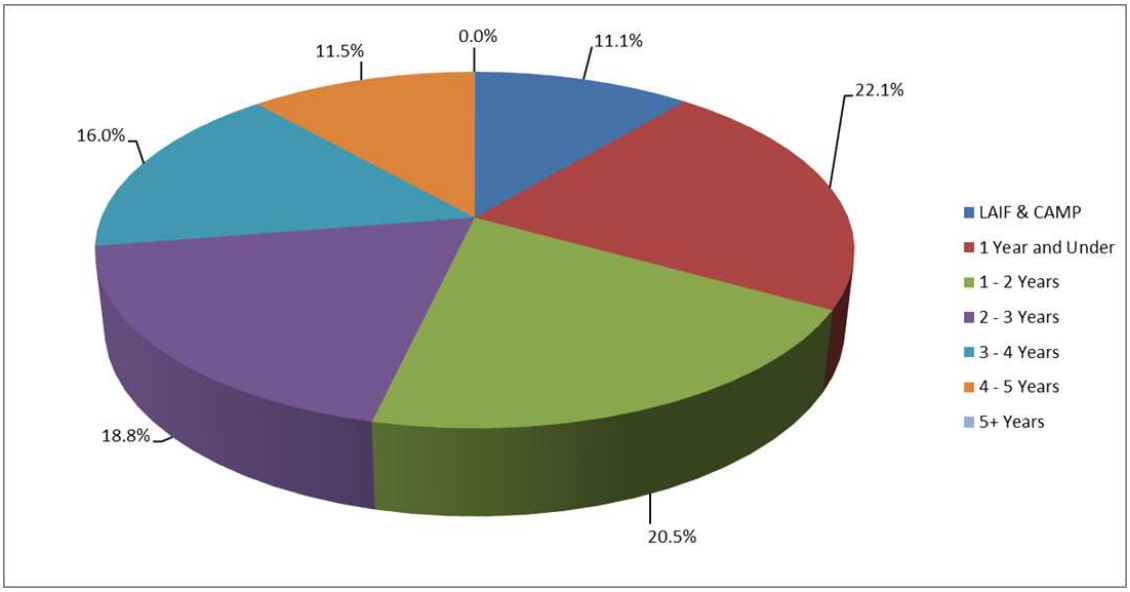


Table III: 3rd Quarter Investment Activity, shows investment activity for the quarter (January 2026 - March 2026).

Table III: 3rd Quarter Investment Activity

	TYPE	YIELD	COUPON	AMOUNT	MATURITY DATE	PURCHASE DATE
Maturities						
Toyota Motor Credit	Corporate	4.85%	0.80%	2,000,000	01/09/2026	08/11/2023
Federal Farm Credit	Agency	4.00%	4.00%	2,000,000	01/13/2026	01/13/2023
John Deere Capital Corp.	Corporate	0.74%	0.70%	3,000,000	01/15/2026	07/23/2021
Federal Farm Credit	Agency	5.03%	5.00%	3,000,000	01/29/2026	04/30/2024
U.S. Treasury	Treasury	4.14%	4.25%	4,000,000	01/31/2026	02/07/2025
Federal Farm Credit	Agency	4.08%	4.13%	3,000,000	02/23/2026	08/27/2024
U.S. Treasury	Treasury	4.07%	4.63%	3,000,000	02/28/2026	02/26/2025
Federal Farm Credit	Agency	4.72%	4.63%	2,000,000	03/05/2026	04/04/2024
Federal Farm Credit	Agency	4.10%	4.75%	2,000,000	03/09/2026	04/18/2023
Charles Schwab Corp.	Corporate	1.04%	0.90%	4,000,000	03/11/2026	05/07/2021
Federal Home Loan Bank	Agency	4.28%	4.13%	2,000,000	03/13/2026	12/15/2023
				30,000,000		
Purchases						
CA ST	Muni	3.80%	3.00%	2,500,000	11/01/2030	01/15/2026
Federal National Mortgage Assn.	Agency	3.71%	6.63%	4,000,000	11/15/2030	01/15/2026
Wells Fargo Bank NA	Corporate	3.92%	3.92%	3,000,000	01/22/2029	01/22/2026
Wells Fargo Bank NA	Corporate	4.23%	4.23%	3,000,000	01/22/2031	01/22/2026
Amazon.Com Inc.	Corporate	4.00%	4.10%	5,000,000	11/20/2030	01/27/2026
Blackrock Funding Inc.	Corporate	3.85%	1.90%	3,000,000	01/28/2031	02/27/2026
John Deere Capital Corp.	Corporate	3.62%	4.50%	2,795,000	01/08/2027	02/27/2026
Federal Farm Credit	Agency	3.46%	3.50%	3,000,000	02/05/2029	02/27/2026
CA ST	Muni	3.63%	3.00%	3,000,000	11/01/2030	02/27/2026
Merck & Co. Inc.	Corporate	3.78%	1.45%	3,000,000	06/24/2030	03/02/2026
Wells Fargo Bank NA	Corporate	4.22%	4.22%	3,000,000	03/12/2031	03/12/2026
JP Morgan Chase Bank NA	Corporate	4.58%	4.58%	5,000,000	03/24/2031	03/24/2026
				40,295,000		

Fiscal Impact including annual maintenance and operating costs: n/a

Prior Council Action: City of Visalia Cash and Investment Reports are reviewed and accepted quarterly.

Alternatives: n/a

Recommended Motion (and Alternative Motions if expected):
I move to accept the City of Visalia Cash and Investment Report for the third quarter of the fiscal year which consists of months January, February, and March of 2026.

Environmental Assessment Status: n/a

CEQA Review: n/a

Deadline for Action: n/a

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

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☒  **Fiscal Strength**	☒  **Infrastructure & Growth**	☒  **Quality of Life**

Attachment #1

City of Visalia
Cash and Investment Summary
Quarter Ended March 31, 2026

Security Investments	Par Value	Book Value	Market Value	% of Portfolio	Yield
Medium-Term Corporate Bonds	$ 138,931,000	$ 135,240,078	$ 135,023,708	21.64%	
Agency's	137,980,000	138,794,302	138,703,732	22.23%	
U.S. Treasury's	121,000,000	120,715,240	120,826,780	19.37%	
Municipal Bonds	163,455,000	158,337,143	160,075,071	25.66%	
Total Security Investments	**$ 561,366,000**	**$ 553,086,763**	**$ 554,629,291**	**88.90%**	
Other Investments					
Local Agency Investment Fund (LAIF)	$ 38,132,313	$ 38,132,313	$ 38,132,313	6.11%	
California Asset Management Program (CAMP)	30,990,428	30,990,428	30,990,428	4.97%	
Local Bonds	133,248	133,248	133,248	0.02%	
Total Other Investments	**$ 69,255,989**	**$ 69,255,989**	**$ 69,255,989**	**11.10%**	
Total Investments	**$ 630,621,989**	**$ 622,342,752**	**$ 623,885,280**	**100.0%**	**3.97%**

Cash with Fiscal Agents	
US Bank 2015 COP (VECC Loan)	$ 20,723
US Bank 2003 East Visalia RDA	314,741
Delta Dental (Dental Prefunding)-estimate	60,700
Keenan & Associates (Workers Comp Prefunding)-estimate	456,051
Total Cash with Fiscal Agents	**$ 852,215**
Cash in Banks and Other Cash	
Citizens Business Bank (Sweep and Operating)-estimate	$ 1,110,555
Petty Cash - Various City Offices	9,160
Total Cash in Banks and Other Cash	**$ 1,119,715**
Total Cash and Investments	**$ 625,857,210**

Attachment #2

City of Visalia
Investment Report
By Maturity Date
03/31/2026

Investments	Type	Par Value	Book Value	Market Value	Coupon	Yield	% of Portfolio	Maturity	S&P Credit Rating	Moody's Credit Rating	Days to Maturity
CA State	Muni	$ 3,400,000.00	$ 3,361,070.00	$ 3,400,000.00	2.65%	0.97%	0.54%	04/01/26	AA-	Aa2	*1*
CA State	Muni	$ 1,320,000.00	$ 1,304,886.00	$ 1,320,000.00	2.65%	3.18%	0.21%	04/01/26	AA-	Aa2	*1*
Bay Area Toll Authority	Muni	$ 2,405,000.00	$ 2,374,023.60	$ 2,405,000.00	2.43%	4.90%	0.39%	04/01/26	AA	Aa3	*1*
Bay Area Toll Authority	Muni	$ 3,000,000.00	$ 2,961,360.00	$ 3,000,000.00	2.43%	4.69%	0.48%	04/01/26	AA	Aa3	*1*
U.S. Treasury	Treasury	$ 5,000,000.00	$ 4,987,000.00	$ 4,999,950.00	3.75%	3.86%	0.80%	04/15/26	n/a	Aaa	*15*
Federal Home Loan Bank	Agency	$ 3,000,000.00	$ 2,999,490.00	$ 3,000,240.00	4.00%	3.98%	0.48%	04/17/26	AA+	Aa1	*17*
Federal National Mortgage Association	Agency	$ 2,000,000.00	$ 1,968,700.00	$ 1,997,840.00	2.13%	4.19%	0.32%	04/24/26	AA+	Aa1	*24*
Federal National Mortgage Association	Agency	$ 2,000,000.00	$ 1,968,700.00	$ 1,997,840.00	2.13%	4.95%	0.32%	04/24/26	AA+	Aa1	*24*
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,011,020.00	$ 2,001,360.00	4.88%	4.96%	0.32%	04/24/26	AA+	Aa1	*24*
Amazon.Com Inc.	Corporate	$ 3,000,000.00	$ 2,921,460.00	$ 2,989,350.00	1.00%	1.02%	0.48%	05/12/26	AA	A1	*42*
Toyota Motor Credit	Corporate	$ 3,000,000.00	$ 3,023,430.00	$ 3,003,210.00	5.20%	4.23%	0.48%	05/15/26	A+	A1	*45*
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,017,020.00	$ 2,004,020.00	5.00%	4.77%	0.32%	06/04/26	AA+	Aa1	*65*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,012,540.00	$ 2,003,680.00	4.75%	4.42%	0.32%	06/12/26	AA+	Aa1	*73*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,012,540.00	$ 2,003,680.00	4.75%	4.50%	0.32%	06/12/26	AA+	Aa1	*73*
John Deere Capital Corp.	Corporate	$ 1,250,000.00	$ 1,213,050.00	$ 1,242,112.50	1.05%	0.91%	0.20%	06/17/26	A	A1	*78*
U.S. Treasury	Treasury	$ 3,000,000.00	$ 2,908,710.00	$ 2,978,730.00	0.88%	1.61%	0.48%	06/30/26	n/a	Aaa	*91*
Federal Farm Credit	Agency	$ 3,000,000.00	$ 3,017,820.00	$ 3,006,870.00	4.63%	4.43%	0.48%	07/10/26	AA+	Aa1	*101*
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,010,520.00	$ 2,004,200.00	4.50%	4.22%	0.32%	07/15/26	n/a	Aaa	*106*
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,009,980.00	$ 2,004,700.00	4.50%	4.68%	0.32%	07/27/26	AA+	Aa1	*118*
U.S. Treasury	Treasury	$ 5,000,000.00	$ 4,823,650.00	$ 4,948,500.00	0.63%	2.58%	0.79%	07/31/26	n/a	Aaa	*122*
Los Angeles Community College District	Muni	$ 2,000,000.00	$ 1,935,740.00	$ 1,981,880.00	1.17%	2.38%	0.32%	08/01/26	AA+	Aaa	*123*
Fremont Unified School District	Muni	$ 5,470,000.00	$ 5,281,886.70	$ 5,416,120.50	0.83%	3.30%	0.87%	08/01/26	AA-	Aa2	*123*
Upper Santa Clara Valley Joint Powers Authority	Muni	$ 3,700,000.00	$ 3,583,413.00	$ 3,667,070.00	1.18%	3.43%	0.59%	08/01/26	AA+	n/a	*123*
San Jose Unified School District	Muni	$ 2,205,000.00	$ 2,190,932.10	$ 2,201,957.10	3.37%	3.55%	0.35%	08/01/26	AAA	Aaa	*123*
Mountain View School District	Muni	$ 1,015,000.00	$ 989,391.55	$ 1,006,737.90	1.79%	4.45%	0.16%	09/01/26	AAA	Aaa	*154*
Federal Home Loan Bank	Agency	$ 3,000,000.00	$ 2,929,200.00	$ 2,974,650.00	1.88%	1.12%	0.48%	09/11/26	AA+	Aa1	*164*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,016,820.00	$ 2,007,780.00	4.63%	4.62%	0.32%	09/11/26	AA+	Aa1	*164*
Federal National Mortgage Association	Agency	$ 2,000,000.00	$ 1,949,180.00	$ 1,982,660.00	1.88%	1.21%	0.32%	09/24/26	AA+	Aa1	*177*
U.S. Treasury	Treasury	$ 3,000,000.00	$ 2,889,840.00	$ 2,957,730.00	0.88%	3.02%	0.47%	09/30/26	n/a	Aaa	*183*
CA State	Muni	$ 3,000,000.00	$ 2,934,870.00	$ 2,979,600.00	2.38%	1.05%	0.48%	10/01/26	AA-	Aa2	*184*
CA ST Public Works Board Lease Revenue	Muni	$ 3,000,000.00	$ 2,992,560.00	$ 3,002,310.00	4.18%	4.30%	0.48%	11/01/26	A+	Aa3	*215*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,017,460.00	$ 2,010,840.00	4.63%	4.39%	0.32%	11/17/26	AA+	Aa1	*231*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,017,460.00	$ 2,010,840.00	4.63%	4.01%	0.32%	11/17/26	AA+	Aa1	*231*
Federal Farm Credit	Agency	$ 3,000,000.00	$ 3,011,580.00	$ 3,007,770.00	4.25%	4.27%	0.48%	11/23/26	AA+	Aa1	*237*
CA State Department Water	Muni	$ 5,000,000.00	$ 4,800,400.00	$ 4,909,650.00	1.05%	1.68%	0.79%	12/01/26	AAA	Aa1	*245*
CA State Department Water	Muni	$ 1,500,000.00	$ 1,440,120.00	$ 1,472,895.00	1.05%	4.00%	0.24%	12/01/26	AAA	Aa1	*245*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,026,360.00	$ 2,015,200.00	4.88%	4.03%	0.32%	12/11/26	AA+	Aa1	*255*
Federal Home Loan Bank	Agency	$ 3,000,000.00	$ 2,888,130.00	$ 2,946,750.00	1.25%	1.66%	0.47%	12/21/26	AA+	Aa1	*265*
Federal Home Loan Bank	Agency	$ 5,000,000.00	$ 4,813,550.00	$ 4,911,250.00	1.25%	2.70%	0.79%	12/21/26	AA+	Aa1	*265*
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,005,080.00	$ 2,004,600.00	4.13%	4.03%	0.32%	12/22/26	AA+	Aa1	*266*
Federal Farm Credit	Agency	$ 2,000,000.00	$ 1,997,620.00	$ 2,000,800.00	3.88%	4.07%	0.32%	12/23/26	AA+	Aa1	*267*
John Deere Capital Corp.	Corporate	$ 2,795,000.00	$ 2,815,571.20	$ 2,803,748.35	4.50%	3.62%	0.45%	01/08/27	A	A1	*283*
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,004,760.00	$ 2,003,940.00	4.00%	4.46%	0.32%	01/15/27	n/a	Aaa	*290*
U.S. Treasury	Treasury	$ 4,000,000.00	$ 4,018,280.00	$ 4,012,360.00	4.13%	4.15%	0.64%	01/31/27	n/a	Aaa	*306*
U.S. Treasury	Treasury	$ 5,000,000.00	$ 4,846,300.00	$ 4,916,000.00	1.88%	2.37%	0.79%	02/28/27	n/a	Aaa	*334*
Federal Home Loan Bank	Agency	$ 3,000,000.00	$ 3,032,580.00	$ 3,019,920.00	4.50%	4.01%	0.48%	03/12/27	AA+	Aa1	*346*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,021,720.00	$ 2,013,280.00	4.50%	4.70%	0.32%	03/12/27	AA+	Aa1	*346*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,021,720.00	$ 2,013,280.00	4.50%	4.82%	0.32%	03/12/27	AA+	Aa1	*346*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,021,720.00	$ 2,013,280.00	4.50%	4.86%	0.32%	03/12/27	AA+	Aa1	*346*
U.S. Treasury	Treasury	$ 3,000,000.00	$ 3,022,740.00	$ 3,014,490.00	4.25%	4.03%	0.48%	03/15/27	n/a	Aaa	*349*
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,003,120.00	$ 2,002,640.00	3.88%	3.80%	0.32%	03/31/27	n/a	Aaa	*365*
CA ST Public Works Board Lease Revenue	Muni	$ 2,000,000.00	$ 2,004,740.00	$ 2,010,460.00	4.45%	4.15%	0.32%	04/01/27	A+	Aa3	*366*
Federal Farm Credit	Agency	$ 3,000,000.00	$ 2,997,330.00	$ 3,003,480.00	3.88%	3.83%	0.48%	04/07/27	AA+	Aa1	*372*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,033,960.00	$ 2,020,000.00	4.75%	4.80%	0.32%	04/09/27	AA+	Aa1	*374*
Amazon.Com Inc.	Corporate	$ 5,000,000.00	$ 4,944,800.00	$ 4,962,350.00	3.30%	3.38%	0.80%	04/13/27	AA	A1	*378*
Federal Farm Credit	Agency	$ 5,000,000.00	$ 4,913,000.00	$ 4,956,850.00	2.88%	2.88%	0.79%	04/26/27	AA+	Aa1	*391*
San Diego County Water Authority	Muni	$ 2,570,000.00	$ 2,446,151.70	$ 2,500,738.50	1.17%	4.55%	0.40%	05/01/27	AAA	Aa2	*396*
American Express Co.	Corporate	$ 4,000,000.00	$ 3,967,120.00	$ 3,966,320.00	3.30%	3.87%	0.64%	05/03/27	A-	A2	*398*
University of California Revenue	Muni	$ 1,600,000.00	$ 1,557,824.00	$ 1,575,808.00	2.56%	5.00%	0.25%	05/15/27	AA-	Aa3	*410*
University of California Revenue	Muni	$ 2,000,000.00	$ 1,908,100.00	$ 1,943,620.00	1.32%	4.69%	0.31%	05/15/27	AA	Aa2	*410*
University of California Revenue	Muni	$ 2,000,000.00	$ 1,908,100.00	$ 1,943,620.00	1.32%	4.00%	0.31%	05/15/27	AA	Aa2	*410*
University of California Revenue	Muni	$ 2,000,000.00	$ 1,906,080.00	$ 1,944,700.00	1.37%	3.90%	0.31%	05/15/27	AA	Aa2	*410*
U.S. Treasury	Treasury	$ 5,000,000.00	$ 5,065,800.00	$ 5,036,700.00	4.50%	3.68%	0.81%	05/15/27	n/a	Aaa	*410*
Torrance CA Joint Powers Authority	Muni	$ 1,030,000.00	$ 980,879.30	$ 1,004,559.00	1.71%	4.85%	0.16%	06/01/27	AA	n/a	*427*
Chula Vista Pension Obligation	Muni	$ 2,660,000.00	$ 2,514,764.00	$ 2,576,476.00	1.16%	4.80%	0.41%	06/01/27	AA	n/a	*427*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,016,980.00	$ 2,008,220.00	4.13%	4.23%	0.32%	06/11/27	AA+	Aa1	*437*
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,030,520.00	$ 2,017,860.00	4.63%	4.51%	0.32%	06/11/27	AA+	Aa1	*437*
Anaheim CA Public Financing Authority	Muni	$ 3,000,000.00	$ 2,878,620.00	$ 2,927,160.00	2.09%	5.53%	0.47%	07/01/27	AA	A1	*457*
U.S. Treasury	Treasury	$ 3,000,000.00	$ 2,941,530.00	$ 2,957,940.00	2.75%	4.20%	0.47%	07/31/27	n/a	Aaa	*487*
U.S. Treasury	Treasury	$ 2,000,000.00	$ 1,866,560.00	$ 1,910,780.00	0.38%	4.08%	0.31%	07/31/27	n/a	Aaa	*487*
San Joaquin California Community College Dist.	Muni	$ 2,500,000.00	$ 2,374,100.00	$ 2,424,625.00	1.43%	4.69%	0.39%	08/01/27	n/a	Aa2	*488*
San Bernardino CA Community College Dist.	Muni	$ 1,455,000.00	$ 1,389,830.55	$ 1,412,746.80	1.61%	4.10%	0.23%	08/01/27	AA	Aa1	*488*
San Ramon Valley Unified School District	Muni	$ 3,445,000.00	$ 3,271,165.30	$ 3,337,412.65	1.44%	4.00%	0.53%	08/01/27	AA	Aa1	*488*
Campbell CA Unified High School District	Muni	$ 1,875,000.00	$ 1,772,456.25	$ 1,808,043.75	1.04%	4.70%	0.29%	08/01/27	AAA	n/a	*488*
Gavilan CA Community College District	Muni	$ 2,225,000.00	$ 2,114,996.00	$ 2,157,538.00	1.51%	4.80%	0.35%	08/01/27	AA	Aa3	*488*
U.S. Treasury	Treasury	$ 3,000,000.00	$ 2,910,000.00	$ 2,936,730.00	2.25%	2.97%	0.47%	08/15/27	n/a	Aaa	*502*
U.S. Treasury	Treasury	$ 2,000,000.00	$ 1,940,000.00	$ 1,957,820.00	2.25%	4.20%	0.31%	08/15/27	n/a	Aaa	*502*
Amazon.Com Inc.	Corporate	$ 5,000,000.00	$ 4,918,550.00	$ 4,939,500.00	3.15%	4.11%	0.79%	08/22/27	AA-	A1	*509*
La Quinta Redevelopment Agency	Muni	$ 2,000,000.00	$ 1,895,740.00	$ 1,935,980.00	1.73%	4.00%	0.31%	09/01/27	AA-	n/a	*519*

City of Visalia
Investment Report
By Maturity Date
03/31/2026 (cont.)

Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,028,000.00	$ 2,019,280.00	4.50%	4.71%	0.32%	09/10/27	AA+	Aa1	***528***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,021,980.00	$ 2,015,920.00	4.38%	3.77%	0.32%	09/15/27	AA+	Aa1	***533***
Toyota Motor Credit	Corporate	$ 2,000,000.00	$ 2,016,780.00	$ 2,011,400.00	4.55%	4.70%	0.32%	09/20/27	A+	A1	***538***
Federal National Mortgage Association	Agency	$ 2,000,000.00	$ 1,871,100.00	$ 1,909,960.00	0.75%	4.40%	0.31%	10/08/27	AA+	Aa1	***556***
Federal National Mortgage Association	Agency	$ 2,000,000.00	$ 1,871,100.00	$ 1,909,960.00	0.75%	4.07%	0.31%	10/08/27	AA+	Aa1	***556***
PepsiCo	Corporate	$ 4,000,000.00	$ 3,911,040.00	$ 3,939,080.00	3.00%	4.36%	0.63%	10/15/27	A+	A1	***563***
PepsiCo	Corporate	$ 2,280,000.00	$ 2,229,292.80	$ 2,245,275.60	3.00%	4.19%	0.36%	10/15/27	A+	A1	***563***
CA State University	Muni	$ 3,000,000.00	$ 2,827,860.00	$ 2,879,790.00	1.36%	4.45%	0.46%	11/01/27	AA-	Aa2	***580***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,028,760.00	$ 2,020,940.00	4.50%	4.38%	0.32%	11/23/27	AA+	Aa1	***602***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,007,660.00	$ 2,001,180.00	3.88%	4.10%	0.32%	11/30/27	n/a	Aaa	***609***
Amazon.Com Inc.	Corporate	$ 3,000,000.00	$ 3,039,930.00	$ 3,026,490.00	4.55%	4.83%	0.49%	12/01/27	AA	A1	***610***
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,022,060.00	$ 2,014,220.00	4.25%	4.03%	0.32%	12/10/27	AA+	Aa1	***619***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,014,220.00	$ 2,005,400.00	4.00%	4.18%	0.32%	12/15/27	n/a	Aaa	***624***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 1,995,440.00	$ 1,997,980.00	3.75%	4.00%	0.32%	12/22/27	AA+	Aa1	***631***
John Deere Capital Corp.	Corporate	$ 2,000,000.00	$ 2,031,353.40	$ 2,026,316.00	4.75%	4.64%	0.32%	01/20/28	A	A1	***660***
U.S. Treasury	Treasury	$ 4,000,000.00	$ 3,979,680.00	$ 3,977,200.00	3.50%	4.18%	0.64%	01/31/28	n/a	Aaa	***671***
CA ST	Muni	$ 2,000,000.00	$ 1,891,420.00	$ 1,923,880.00	1.70%	4.70%	0.31%	02/01/28	AA-	Aa2	***672***
Apple Inc.	Corporate	$ 5,000,000.00	$ 4,663,050.00	$ 4,761,600.00	1.20%	4.67%	0.76%	02/08/28	AA+	Aaa	***679***
U.S. Treasury	Treasury	$ 3,000,000.00	$ 3,040,560.00	$ 3,022,980.00	4.25%	4.23%	0.48%	02/15/28	n/a	Aaa	***686***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,032,440.00	$ 2,016,060.00	4.38%	4.20%	0.32%	02/28/28	AA+	Aa1	***699***
U.S. Treasury	Treasury	$ 4,000,000.00	$ 4,030,320.00	$ 4,013,120.00	4.00%	4.22%	0.64%	02/29/28	n/a	Aaa	***700***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 1,996,560.00	$ 1,992,740.00	3.63%	3.80%	0.32%	03/31/28	n/a	Aaa	***731***
CA ST	Muni	$ 3,000,000.00	$ 2,965,980.00	$ 2,977,620.00	3.50%	3.95%	0.48%	04/01/28	AA-	Aa2	***732***
CA ST	Muni	$ 3,000,000.00	$ 2,965,980.00	$ 2,977,620.00	3.50%	4.52%	0.48%	04/01/28	AA-	Aa2	***732***
CA ST Public Works Board Lease Revenue	Muni	$ 3,000,000.00	$ 3,054,750.00	$ 3,054,180.00	4.86%	4.87%	0.49%	04/01/28	A+	Aa3	***732***
WalMart Inc.	Corporate	$ 3,106,000.00	$ 3,109,478.72	$ 3,103,515.20	3.90%	4.17%	0.50%	04/15/28	AA	Aa2	***746***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 1,869,300.00	$ 1,898,040.00	1.25%	4.70%	0.30%	04/30/28	n/a	Aaa	***761***
U.S. Treasury	Treasury	$ 3,000,000.00	$ 2,993,670.00	$ 2,988,180.00	3.63%	3.94%	0.48%	05/31/28	n/a	Aaa	***792***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,036,340.00	$ 2,026,440.00	4.50%	4.42%	0.32%	06/07/28	AA+	Aa1	***799***
WalMart Inc.	Corporate	$ 4,000,000.00	$ 3,985,880.00	$ 3,979,080.00	3.70%	4.07%	0.64%	06/26/28	AA	Aa2	***818***
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,017,840.00	$ 2,011,040.00	4.00%	4.06%	0.32%	06/30/28	AA+	Aa1	***822***
San Diego Unified School District	Muni	$ 3,000,000.00	$ 2,998,290.00	$ 2,998,680.00	3.92%	3.94%	0.48%	07/01/28	n/a	Aa2	***823***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 1,843,820.00	$ 1,875,460.00	1.00%	4.04%	0.30%	07/31/28	n/a	Aaa	***853***
Desert CA Community College District	Muni	$ 2,000,000.00	$ 1,888,320.00	$ 1,918,400.00	2.02%	4.85%	0.31%	08/01/28	AA	Aa1	***854***
Desert CA Community College District	Muni	$ 1,500,000.00	$ 1,416,240.00	$ 1,438,800.00	2.02%	4.15%	0.23%	08/01/28	AA	Aa1	***854***
Los Angeles Community College District	Muni	$ 1,955,000.00	$ 1,836,077.35	$ 1,870,895.90	1.61%	5.12%	0.30%	08/01/28	AA+	Aaa	***854***
San Ramon Valley Unified School District	Muni	$ 1,730,000.00	$ 1,612,498.40	$ 1,642,219.80	1.67%	4.20%	0.26%	08/01/28	AA	Aa1	***854***
Santa Moncia CA Unified School District	Muni	$ 3,760,000.00	$ 3,444,310.40	$ 3,532,369.60	1.20%	4.15%	0.57%	08/01/28	AA+	Aa1	***854***
San Jose Successor Agency	Muni	$ 3,000,000.00	$ 2,922,420.00	$ 2,940,840.00	3.13%	4.45%	0.47%	08/01/28	AA	n/a	***854***
Solano County Community College District	Muni	$ 540,000.00	$ 502,891.20	$ 511,250.40	1.48%	4.84%	0.08%	08/01/28	AA	Aa1	***854***
Apple Inc.	Corporate	$ 3,000,000.00	$ 2,779,770.00	$ 2,833,950.00	1.40%	4.15%	0.45%	08/05/28	AA+	Aaa	***858***
Apple Inc.	Corporate	$ 2,000,000.00	$ 1,853,180.00	$ 1,889,300.00	1.40%	4.10%	0.30%	08/05/28	AA+	Aaa	***858***
Apple Inc.	Corporate	$ 1,000,000.00	$ 926,590.00	$ 944,650.00	1.40%	4.10%	0.15%	08/05/28	AA+	Aaa	***858***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,038,620.00	$ 2,026,800.00	4.50%	4.32%	0.32%	08/28/28	AA+	Aa1	***881***
Murrita Valley CA Unified School District	Muni	$ 2,990,000.00	$ 2,773,284.80	$ 2,822,081.60	1.56%	4.70%	0.45%	09/01/28	n/a	Aa2	***885***
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,039,320.00	$ 2,025,860.00	4.38%	4.64%	0.32%	09/08/28	AA+	Aa1	***892***
Federal Home Loan Bank	Agency	$ 5,000,000.00	$ 5,110,050.00	$ 5,064,650.00	4.38%	3.52%	0.81%	09/08/28	AA+	Aa1	***892***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,043,080.00	$ 2,031,040.00	4.50%	4.73%	0.33%	09/22/28	AA+	Aa1	***906***
CA ST	Muni	$ 5,000,000.00	$ 5,137,550.00	$ 5,124,400.00	5.00%	5.00%	0.82%	10/01/28	AA-	Aa2	***915***
CA Municipal Finance Authority	Muni	$ 500,000.00	$ 472,355.00	$ 478,985.00	2.44%	4.88%	0.08%	10/01/28	n/a	A1	***915***
Los Angeles CA	Muni	$ 2,230,000.00	$ 2,044,151.80	$ 2,096,735.20	1.65%	4.44%	0.34%	11/01/28	A+	n/a	***946***
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 1,991,680.00	$ 1,982,860.00	3.58%	3.50%	0.32%	11/27/28	AA+	Aa1	***972***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,041,640.00	$ 2,027,660.00	4.38%	4.10%	0.33%	11/30/28	n/a	Aaa	***975***
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,057,780.00	$ 2,045,760.00	4.75%	3.83%	0.33%	12/08/28	AA+	Aa1	***983***
Federal Home Loan Bank	Agency	$ 1,980,000.00	$ 2,037,202.20	$ 2,025,302.40	4.75%	4.08%	0.32%	12/08/28	AA+	Aa1	***983***
Federal Home Loan Bank	Agency	$ 4,000,000.00	$ 4,053,480.00	$ 4,019,320.00	4.00%	3.52%	0.64%	12/08/28	AA+	Aa1	***983***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,032,360.00	$ 2,025,880.00	4.25%	3.80%	0.32%	12/15/28	AA+	Aa1	***990***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,001,800.00	$ 1,996,020.00	3.75%	4.23%	0.32%	12/31/28	n/a	Aaa	***1006***
U.S. Treasury	Treasury	$ 3,000,000.00	$ 3,002,700.00	$ 2,994,030.00	3.75%	4.39%	0.48%	12/31/28	n/a	Aaa	***1006***
John Deere Capital Corp.	Corporate	$ 2,000,000.00	$ 2,021,840.00	$ 2,019,060.00	4.50%	4.44%	0.32%	01/16/29	A	A1	***1022***
Wells Fargo Bank NA	Corporate	$ 3,000,000.00	$ 3,000,000.00	$ 2,986,770.00	3.92%	3.92%	0.48%	01/22/29	A+	Aa2	***1028***
U.S. Treasury	Treasury	$ 5,000,000.00	$ 5,045,100.00	$ 5,022,650.00	4.00%	4.29%	0.81%	01/31/29	n/a	Aaa	***1037***
Federal Farm Credit	Agency	$ 3,000,000.00	$ 3,003,690.00	$ 2,976,630.00	3.50%	3.46%	0.48%	02/05/29	AA+	Aa1	***1042***
Riverside County Pension Obligation	Muni	$ 1,000,000.00	$ 965,330.00	$ 969,890.00	3.12%	3.77%	0.16%	02/15/29	AA	Aa2	***1052***
U.S. Treasury	Treasury	$ 3,000,000.00	$ 3,052,860.00	$ 3,034,440.00	4.25%	4.29%	0.49%	02/28/29	n/a	Aaa	***1065***
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,049,880.00	$ 2,036,680.00	4.50%	4.11%	0.33%	03/09/29	AA+	Aa1	***1074***
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,049,880.00	$ 2,036,680.00	4.50%	4.68%	0.33%	03/09/29	AA+	Aa1	***1074***
Federal Home Loan Bank	Agency	$ 2,000,000.00	$ 2,046,140.00	$ 2,038,720.00	4.63%	4.72%	0.33%	03/09/29	AA+	Aa1	***1074***
Blackrock Funding Inc.	Corporate	$ 2,000,000.00	$ 2,042,320.00	$ 2,031,080.00	4.70%	4.74%	0.33%	03/14/29	AA-	Aa3	***1079***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,027,040.00	$ 2,016,640.00	4.13%	3.85%	0.32%	03/31/29	n/a	Aaa	***1096***
CA ST	Muni	$ 4,640,000.00	$ 4,487,993.60	$ 4,516,622.40	3.05%	4.82%	0.72%	04/01/29	AA-	Aa2	***1097***
CA ST Public Works Board Lease Revenue	Muni	$ 3,300,000.00	$ 3,375,834.00	$ 3,380,355.00	4.88%	4.35%	0.54%	04/01/29	A+	Aa3	***1097***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,032,660.00	$ 2,030,020.00	4.38%	4.69%	0.33%	04/10/29	AA+	Aa1	***1106***
Federal Farm Credit	Agency	$ 3,000,000.00	$ 3,003,840.00	$ 3,004,410.00	3.88%	3.91%	0.48%	04/23/29	AA+	Aa1	***1119***
U.S. Treasury	Treasury	$ 5,000,000.00	$ 5,156,250.00	$ 5,113,300.00	4.63%	3.87%	0.82%	04/30/29	n/a	Aaa	***1126***
San Jose CA Financing Authority	Muni	$ 500,000.00	$ 493,885.00	$ 494,570.00	3.88%	3.75%	0.08%	05/01/29	AA	Aa3	***1127***
University of California Revenue	Muni	$ 3,000,000.00	$ 2,898,090.00	$ 2,922,540.00	3.17%	4.07%	0.47%	05/15/29	AA-	Aa3	***1141***
U.S. Treasury	Treasury	$ 3,000,000.00	$ 3,081,810.00	$ 3,058,140.00	4.50%	4.01%	0.49%	05/31/29	n/a	Aaa	***1157***
Home Depot Inc.	Corporate	$ 3,000,000.00	$ 2,907,930.00	$ 2,886,300.00	2.95%	3.85%	0.46%	06/15/29	A	A2	***1172***

City of Visalia
Investment Report
By Maturity Date
03/31/2026 (cont.)

University of California Revenue	Muni	$ 2,000,000.00	$ 1,957,760.00	$ 1,959,760.00	3.35%	4.35%	0.31%	07/01/29	AA	Aa2	***1188***
University of California Revenue	Muni	$ 2,000,000.00	$ 1,957,760.00	$ 1,959,760.00	3.35%	3.93%	0.31%	07/01/29	AA	Aa2	***1188***
University of California Revenue	Muni	$ 2,500,000.00	$ 2,447,200.00	$ 2,449,700.00	3.35%	4.00%	0.39%	07/01/29	AA	Aa2	***1188***
WalMart Inc.	Corporate	$ 4,000,000.00	$ 3,928,360.00	$ 3,909,640.00	3.25%	3.78%	0.63%	07/08/29	AA	Aa2	***1195***
Bristol-Myers Squibb Co.	Corporate	$ 3,000,000.00	$ 2,940,120.00	$ 2,922,180.00	3.40%	3.97%	0.47%	07/26/29	A	A2	***1213***
PepsiCo	Corporate	$ 3,000,000.00	$ 2,873,220.00	$ 2,852,310.00	2.63%	3.81%	0.46%	07/29/29	A+	A1	***1216***
CA ST	Muni	$ 4,000,000.00	$ 4,071,000.00	$ 4,070,520.00	4.50%	4.27%	0.65%	08/01/29	AA-	Aa2	***1219***
CA ST	Muni	$ 2,000,000.00	$ 2,035,500.00	$ 2,035,260.00	4.50%	4.38%	0.33%	08/01/29	AA-	Aa2	***1219***
San Diego CA Public Facs Financing Authority	Muni	$ 2,435,000.00	$ 2,268,421.65	$ 2,289,362.65	2.13%	4.37%	0.37%	08/01/29	n/a	Aa2	***1219***
Toyota Motor Credit	Corporate	$ 3,000,000.00	$ 3,024,060.00	$ 3,017,820.00	4.55%	4.68%	0.48%	08/09/29	A+	A1	***1227***
CA ST	Muni	$ 3,000,000.00	$ 3,124,410.00	$ 3,113,100.00	5.13%	3.63%	0.50%	09/01/29	AA-	Aa2	***1250***
CA ST	Muni	$ 3,000,000.00	$ 3,124,410.00	$ 3,113,100.00	5.13%	4.31%	0.50%	09/01/29	AA-	Aa2	***1250***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,005,640.00	$ 2,002,120.00	4.00%	4.40%	0.32%	09/06/29	AA+	Aa1	***1255***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 1,966,920.00	$ 1,974,520.00	3.50%	3.43%	0.32%	09/10/29	AA+	Aa1	***1259***
WalMart Inc.	Corporate	$ 4,000,000.00	$ 3,750,600.00	$ 3,780,320.00	2.38%	4.13%	0.61%	09/24/29	AA	Aa2	***1273***
U.S. Treasury	Treasury	$ 4,000,000.00	$ 4,057,200.00	$ 4,032,800.00	4.13%	4.08%	0.65%	10/31/29	n/a	Aaa	***1310***
Wells Fargo Bank NA	Corporate	$ 5,000,000.00	$ 5,000,000.00	$ 4,923,100.00	4.20%	4.20%	0.79%	11/26/29	A+	Aa2	***1336***
U.S. Treasury	Treasury	$ 2,000,000.00	$ 2,029,380.00	$ 2,016,560.00	4.13%	4.06%	0.32%	11/30/29	n/a	Aaa	***1340***
U.S. Treasury	Treasury	$ 3,000,000.00	$ 3,044,070.00	$ 3,024,840.00	4.13%	4.41%	0.48%	11/30/29	n/a	Aaa	***1340***
Federal Farm Credit	Agency	$ 2,000,000.00	$ 2,014,960.00	$ 2,009,060.00	4.13%	4.41%	0.32%	12/17/29	AA+	Aa1	***1357***
Toyota Motor Credit	Corporate	$ 5,000,000.00	$ 5,113,150.00	$ 5,081,100.00	4.95%	5.07%	0.81%	01/09/30	A+	A1	***1380***
U.S. Treasury	Treasury	$ 5,000,000.00	$ 5,098,650.00	$ 5,063,300.00	4.25%	4.31%	0.81%	01/31/30	n/a	Aaa	***1402***
Coca Cola Co.	Corporate	$ 3,000,000.00	$ 2,940,330.00	$ 2,921,280.00	3.45%	3.94%	0.47%	03/25/30	A+	A1	***1455***
U.S. Treasury	Treasury	$ 5,000,000.00	$ 5,046,500.00	$ 5,017,950.00	4.00%	3.94%	0.80%	03/31/30	n/a	Aaa	***1461***
Home Depot Inc.	Corporate	$ 3,000,000.00	$ 2,841,390.00	$ 2,822,280.00	2.70%	3.99%	0.45%	04/15/30	A	A2	***1476***
Costco	Corporate	$ 5,000,000.00	$ 4,461,500.00	$ 4,524,450.00	1.60%	4.22%	0.73%	04/20/30	AA	Aa3	***1481***
U.S. Treasury	Treasury	$ 4,000,000.00	$ 4,015,640.00	$ 3,995,640.00	3.88%	4.04%	0.64%	04/30/30	n/a	Aaa	***1491***
Texas Instruments Inc.	Corporate	$ 5,000,000.00	$ 4,572,350.00	$ 4,514,850.00	1.75%	3.90%	0.72%	05/04/30	A+	Aa3	***1495***
Apple Inc.	Corporate	$ 2,500,000.00	$ 2,268,000.00	$ 2,267,400.00	1.65%	3.91%	0.36%	05/11/30	AA+	Aaa	***1502***
University of California Revenue	Muni	$ 5,000,000.00	$ 4,464,850.00	$ 4,537,550.00	1.61%	4.40%	0.73%	05/15/30	AA	Aa2	***1506***
University of California Revenue	Muni	$ 4,000,000.00	$ 3,834,480.00	$ 3,871,520.00	3.27%	4.23%	0.62%	05/15/30	AA-	Aa3	***1506***
Coca Cola Co.	Corporate	$ 3,000,000.00	$ 2,721,990.00	$ 2,711,910.00	1.65%	3.82%	0.43%	06/01/30	A+	A1	***1523***
Merck & Co. Inc.	Corporate	$ 3,000,000.00	$ 2,724,240.00	$ 2,671,980.00	1.45%	3.78%	0.43%	06/24/30	A+	Aa3	***1546***
San Diego Community College	Muni	$ 4,000,000.00	$ 3,669,400.00	$ 3,686,640.00	2.01%	3.87%	0.59%	08/01/30	AAA	Aa1	***1584***
Home Depot Inc.	Corporate	$ 3,000,000.00	$ 2,997,300.00	$ 2,960,940.00	3.95%	3.97%	0.47%	09/15/30	A	A2	***1629***
CA ST	Muni	$ 2,500,000.00	$ 2,413,000.00	$ 2,386,075.00	3.00%	3.80%	0.38%	11/01/30	AA-	Aa2	***1676***
CA ST	Muni	$ 3,000,000.00	$ 2,919,240.00	$ 2,863,290.00	3.00%	3.63%	0.46%	11/01/30	AA-	Aa2	***1676***
Federal National Mortgage Association	Agency	$ 4,000,000.00	$ 4,512,280.00	$ 4,446,080.00	6.63%	3.71%	0.71%	11/15/30	AA+	Aa1	***1690***
Amazon.Com Inc.	Corporate	$ 5,000,000.00	$ 5,021,000.00	$ 4,941,400.00	4.10%	4.00%	0.79%	11/20/30	AA	A1	***1695***
Wells Fargo Bank NA	Corporate	$ 3,000,000.00	$ 3,000,000.00	$ 2,984,670.00	4.23%	4.23%	0.48%	01/22/31	A+	Aa2	***1758***
Blackrock Funding Inc.	Corporate	$ 3,000,000.00	$ 2,740,052.09	$ 2,672,670.00	1.90%	3.85%	0.43%	01/28/31	AA-	Aa3	***1764***
Wells Fargo Bank NA	Corporate	$ 3,000,000.00	$ 3,000,000.00	$ 2,977,500.00	4.22%	4.22%	0.48%	03/12/31	A+	Aa2	***1807***
JP Morgan Chase Bank NA	Corporate	$ 5,000,000.00	$ 5,000,000.00	$ 4,975,450.00	4.58%	4.58%	0.80%	03/24/31	AA-	Aa2	***1819***
Total Investments		**$ 561,366,000.00**	**$ 553,086,763.66**	**$ 554,629,290.80**			**88.9%**				
Other Investments											
Local Agency Investment Funds (LAIF)	LAIF	$ 38,132,313.28	$ 38,132,313.28	$ 38,132,313.28	3.88%	3.88%	6.1%	03/31/26	N/A		***-***
California Asset Management Program (CAMP)	CAMP	$ 30,990,427.97	$ 30,990,427.97	$ 30,990,427.97	3.80%	3.80%	5.0%	03/31/26	N/A		***-***
Orchard Walk West	Bond	$ 45,000.00	$ 45,000.00	$ 45,000.00	6.75%	6.75%	0.0%	06/01/26	N/A		***62***
Atwood Water Main District	Bond	$ 54,006.13	$ 54,006.13	$ 54,006.13	4.00%	4.00%	0.0%	09/02/30	N/A		***1616***
Laura Water Main District	Bond	$ 34,241.51	$ 34,241.51	$ 34,241.51	4.00%	4.00%	0.0%	09/02/30	N/A		***1616***
Total Other Investments		**$ 69,255,988.89**	**$ 69,255,988.89**	**$ 69,255,988.89**			**11.1%**				
Total Portfolio Holdings		**$ 630,621,988.89**	**$ 622,342,752.55**	**$ 623,885,279.69**		**3.97%**	**100.0%**				

Visalia City Council

Staff Report

File #: 25-0835 **Agenda Date:** 6/1/2026 **Agenda #:** 10.

Agenda Item Wording:
Authorize Investment Authority - Approve Resolution Number 2026-35 adopting the City of Visalia's annually updated Investment Policy and delegate authority to invest funds for the City of Visalia to the Finance Director/Treasurer for fiscal year 2026-27.

Agenda Date: 06/01/2026

Prepared by: Jason Montgomery, Finance Manager, jason.montgomery@visalia.gov , 713-4425; Renee Nagel, Finance and Technology Services Director, renee.nagel@visalia.gov , 713-4375

Department Recommendation: Staff recommends that the Council approve and adopt the annually updated Investment Policy for fiscal year 2026-27 and continue to delegate authority of the investment program to the Finance Director/Treasurer, Renee Nagel.

Summary:
The City of Visalia's Investment Policy and the Delegation of Authority to invest funds for the City must be adopted annually. The City's Investment Policy insures the City is investing public funds in a manner which will provide the greatest security with the maximum investment return while meeting daily cash flow demands and conforming to all state and local statutes governing the investment of public funds. Staff is recommending that Council adopt the policy for fiscal year 2026-27 which has no changes from the prior year. The Investment Policy is attached.

Background Discussion:
Authority to manage the City's investment program is derived from the City's Charter. On November 21, 1983, Council delegated responsibility (Resolution 83-96) for the investment program to the Finance Director (Treasurer), who establishes written procedures for the operation of the investment program consistent with this investment policy. Procedures should include: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Annually, Council will review and adopt by resolution the Investment Policy, in which Council will delegate responsibility for the investment program to the Finance Director/Treasurer.

Authority To Invest Funds
According to California Government Code Section 53607, the authority to invest funds of a local agency may be delegated for a one year period or until the delegation of authority is revoked. As in past years, staff recommends assigning Finance Director/Treasurer, Renee Nagel, with City

investment responsibility.

City Investment Policy

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 daily cash flow demands and conforming to all state and local statutes governing the investment of public funds. The City's investments are diversified by the various maturities, call structures, and credit types which are allowed by the City's Investment Policy and California Government Code Section 53600 et seq. Annually, staff reviews the policy (as required) and proposes changes that reflect changes to the federal, state, and local investment statutes. This year there are no proposed changes to the Investment Policy.

Fiscal Impact including annual maintenance and operating costs: n/a

Prior Council Action: The City of Visalia Investment Policy and Delegation of Authority to invest funds for the City are adopted annually. Council last approved these items on June 16, 2025.

Alternatives: n/a

Recommended Motion (and Alternative Motions if expected):
I move to approve Resolution No. 2026-35 approving the Investment Policy and Delegating Authority to invest funds for the City of Visalia to the Finance Director/Treasurer, Renee Nagel.

Environmental Assessment Status: n/a

CEQA Review: n/a

Deadline for Action: 06/01/2026

Attachments:
Attachment #1, City of Visalia Investment Policy
Attachment #2, City of Visalia Resolution 2026-35 approving the Investment Policy and Delegating Authority to the Finance Director/Treasurer.

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☒ Organizational Excellence	☒ Fiscal Strength	☐ Infrastructure & Growth	☐ Quality of Life

CITY OF VISALIA

Statement of Investment Policy

INTRODUCTION

The City of Visalia (The City) strives to maintain the level of investment of all funds as near 100% as possible through daily and projected cash flow determinations. Investments are made so maturities match or precede the cash needs of the City. The City will insure that principal invested is protected from loss while maintaining adequate cash availability and maximizing yield on invested funds.

The basic premise underlying the City's investment philosophy is to insure that money is always available when needed. A minimum amount of 6% of the adopted operating budget is maintained in immediately available investments, such as the State Treasurer's Local Agency Investment Fund or other cash equivalents. This may include commercial paper, banker's acceptances, or new repurchase agreements.

The City's portfolio will be limited to an average life of three years or less. When the market warrants purchase of longer maturities to capture a higher rate of return, purchases will be limited to United States Treasury Notes and Bonds, Federal Agencies, Medium Term Notes, and Mortgage Backed Securities.

The City will attempt to ladder the portfolio with staggered maturities so that a portion of the portfolio will mature each year. In addition, the economy and various markets are monitored carefully to assess the probable course of interest rates. In a market with low or increasing interest rates, the City will attempt to invest in securities with shorter maturities. This makes funds available for other investments when the interest rates are higher. When interest rates appear to be near a relative high rate, the City will attempt to purchase investments with medium to long-term maturities to lock in the higher rate of return. When interest rates are falling, the City will invest in securities with longer maturities to hold the higher rate for a longer period of time.

The City will also take advantage of any new investment instrument that becomes eligible for municipal investment only after a detailed review of the investment, and its safety, liquidity and yield are completed.

1.0 Policy

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 entity and conforming to all state and local statutes governing the investment of public funds.

2.0 Scope

It is intended that this Investment Policy cover all funds and investment activities under the direct authority of the City organization.

3.0 Prudence

As a charter city, the City operates its pooled cash investments under the prudent investor rule. Investments shall be made with the judgment and care, under the circumstances then prevailing which investors of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. This affords the City a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under current legislation of the State of California, the charter of the City, and this investment policy. Investments will be made in a range of instruments to insure diversification of the City's portfolio and liquidity of assets in an emergency situation.

3.1 The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. Future State of California legislative actions affecting this investment policy (adding further restrictions to the type and length of investments) shall not apply to those investments held prior to the enactment of said legislation unless specifically identified in the legislative action.

4.0 Objective

The primary objectives, in priority order, of the City of Visalia's investment activities shall be:

4.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk, which is the risk of loss due to the failure of the security issuer or backer, will be minimized by:
   - Limiting investments to the types of securities listed in Section 8.0 of this Investment Policy
   - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with Section 7.0
   - Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:
   - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
   - Investing funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy as outlined in Section 13.0.

4.2 **Liquidity:** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 **Return on Investments:** The City's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

5.0 Delegation of Authority:

Authority to manage the City's investment program is derived from the City's Charter. On November 21, 1983 Council delegated responsibility (Resolution 83-96) for the investment program is to the Finance Director (Treasurer), who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Annually, Council will review and adopt by resolution the updated Investment Policy, in which Council will delegate responsibility for the investment program to the Treasurer.

6.0 Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Treasurer any material interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales.

7.0 Authorized Financial Dealers and Institutions:

The Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by State laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following:

- Audited Financial Statements
- Proof of National Association of Security Dealers certification
- Completed broker/dealer questionnaire
- Certification of having read this investment policy
- Compliance with City of Visalia insurance requirements for professional services agreements for general, professional and automotive liability.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Treasurer. In addition, a current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City conducts investment transactions.

The City shall also be open to contracting investment management services for a portion of the portfolio. That portion shall be limited to longer term investments of two years or longer. Any investment management firm contracted shall meet criteria established by the Treasurer. All investments made under contract will be purchased in the City's name and in accordance with the guidelines established by the City's investment policy.

8.0 Authorized and Suitable Investments

The City is empowered by statute to invest in the following types of securities. Any instrument not expressly permitted is prohibited. Specific limitations are provided on the maximum allowable percentage per investment category and further limitations by issuer within each investment category. With the exception of insured and/or collateralized bank deposits, overnight repurchase agreements, U.S. Government securities, including its agencies and instrumentalities, and authorized pools, no more than 10% of the City's aggregate investment portfolio may be invested in securities of a single issuer regardless of sector. Any percentage limitation for a particular category of investment is only applicable at the time of purchase.

A. Securities of the U.S. Government

Securities of the U.S. Government include U.S. Treasury bills, notes and bonds.

U.S. Treasury Bills - are issued by the U.S. Treasury and are available in maturities out to one year. They are non-interest bearing and sold on a discount basis. The face amount is paid at maturity.

Treasury Notes - are issued by the U.S. Treasury with maturities from two to ten years. They are issued in coupon form and many issues are also available in registered form. Interest is payable at six month intervals until maturity.

Treasury Bonds - are issued by the U.S. Treasury with maturities of ten years to thirty years. The City may purchase the interest and/or principal of a U.S. Treasury Bond. A principal only instrument is commonly called a "stripped" or "zero" coupon. Stripped coupons are sold at a discount basis. The face amount is paid at maturity.

B. Securities of U.S. Government Agencies

The capital of U.S. government agencies was initially financed by the United States Treasury. As the agencies have grown and operated profitably over the years, the Treasury's investment has been replaced in a large measure by private capital. At the present time, obligations of only a few agencies are backed by the full faith and credit of the U.S. Government. The obligations of all the federal agencies described in the following sections are not guaranteed by the U.S. Government with the exception of Government National Mortgage Association, but are considered to be investments of the highest quality.

Federal National Mortgage Association - (Fannie Mae) Is a quasi- public corporation created by an act of Congress to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. FNMA issues Notes and Bonds. Notes are issued with maturities of less than one year with interest paid at maturity. Bonds are issued for 15 and 30 year maturities with interest paid semi-annually. Interest is computed on a 30/360 day basis. There is a strong secondary market in these securities. A secondary market means these instruments are actively traded; they are bought and sold daily.

Government National Mortgage Association - (Ginnie Mae) is a wholly owned corporate instrumentality of the United States within the Department of Housing and Urban Development. A certificate collateralized by FHA/VA residential mortgages represents a share in a pool of FHA or VA mortgages. Ginnie Mae's are registered securities. Principal and interest are paid monthly and sent directly from the issuer of the pool, usually a mortgage banker, to the City. Original maturities range from 12 to 30 years with a 7 to 12 year assumed average life. (Assumed average life is due to prepayments of mortgages).

Federal Home Loan Banks - provide credit to member lending institutions such as savings and loan associations, cooperative banks, insurance companies and savings banks. The agency offers bonds in the public market with maturities of one year to ten years. These bonds are usually offered on a quarterly basis depending on the current demands of the housing industry. Interest is paid semi-annually on a 30/360 day basis.

Federal Farm Credit Banks - are debt instruments issued to meet the financial needs of farmers and the national agricultural industry. Discount notes are issued monthly with 6 and 9 month maturities. Discount notes pay interest at maturity. Longer term debentures (2-5 years) are also issued. Debentures pay interest semi-annually on a 30/360 day basis. These issues enjoy an established secondary market.

Small Business Administration Loans - (SBA) The Small Business Administration is an independent agency of the United States government which furnishes financial and management assistance to small businesses. The SBA guarantees the principal portion of the loans it approves. The City purchases the guaranteed portion of these loans. Maturity can be for 1 year to 30 years. These loans can be either set at a fixed rate or variable rate which is usually tied to the prime rate. Principal and interest are paid monthly on a 30/360 day basis.

Federal Home Loan Mortgage Corporation - (Freddie Macs) A publicly held government-sponsored enterprise created on July 24, 1970 pursuant to the Federal Home Loan Mortgage Corporation Act, Title III of the Emergency Home Finance Act of 1970, as amended. Freddie Mac’s statutory mission is to provide stability in the secondary market for home mortgages, to respond appropriately to the private capital market and to provide ongoing assistance to the secondary market for home mortgages by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for home mortgage financing. Maturity can be for 1 year to 30 years. These loans can be either set at a fixed rate or variable rate.

Other U.S. government securities available to the City for investment purposes include: Student Loan Marketing Association (SLMA or Sallie Mae), Aid for International Development (AID), and debentures of Tennessee Valley Authority (TVA). However, these instruments are not offered on a regular basis and do not offer the same liquidity as the before mentioned instruments.

C. **Securities of the State of California or Its Sub-Divisions**

The State of California and its sub-divisions occasionally provide a good investment alternative, such as notes, bonds and other evidences of indebtedness. They are used to meet the financial needs of State, or other agencies of the State. These investments, during certain market conditions, can provide a higher yield even without the tax benefit that the private sector takes advantage of. The City will only purchase California securities with credit ratings of A or better by a nationally recognized rating agency; and with maturities of 5 years or less. Their interest is calculated on a 30/360 day basis like Agency bonds. Interest is paid semi-annually.

D. Time Deposits and Certificates of Deposit

Time Deposits are placed with commercial banks, savings association, or state or federal credit unions. A time deposit is a receipt for funds deposited in a financial institution for a specified period of time at a specified rate of interest. Generally, the time is 3 months to 2 years. Denominations can be any agreed upon amount and interest is normally calculated using actual number of days on a 360-day year and paid monthly. Deposits are insured by the Federal Deposit Insurance Corporation (FDIC) currently up to $250,000 per institution and Certificates of Deposit can be supported by either 110% U.S. Government agency notes or 150% mortgages currently held by the bank or savings and loan. An institution must meet the following criteria to be considered by the City:

- The institution must maintain a net worth to asset ratio of at least 3% and a positive earnings record.
- The institution must make available a current FDIC call report or FHLB report. A call report presents the solvency of the institution to the agency with oversight responsibility of that institution.

E. Negotiable Certificates of Deposit

Negotiable Certificates of Deposit are a form of Certificate of Deposit which have been an important money market instrument since 1961 when commercial banks began issuing them and a secondary market developed to provide liquidity. Since these certificates of deposit can be traded in the secondary market, they are negotiable instruments, hence their name negotiable certificate of deposit. They are supported only by the strength of the institution from which they are purchased. Interest is paid semi-annually computed on a 30/360 day basis. Maturities range from 3 months to 2 years. Negotiable Certificates of Deposit are generally issued in blocks of $1 million, $5 million, $10 million, etc.

The City will restrict its investments in Negotiable Certificates of Deposit to the 100 largest United States banks according to asset size. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment.

F. Banker's Acceptance Notes

A banker's acceptance (B.A.) is a unique credit instrument used to finance both domestic and international transactions. As a money market instrument, it is an attractive short-term investment. When a bank "accepts" such a time draft, it becomes, in effect, a predated certified check payable to the bearer at some future, specified date. Little risk is involved because the commercial bank assumes primary liability once the draft is accepted. Banker's acceptances are frequently in odd amounts. Maturities normally range from 30 up to 180 days. Banker's acceptances are sold at a discount. This means the face amount is received at maturity. The City will purchase Banker’s acceptances from only the 100 largest United States banks according to asset size. The profitability of the financial institution as well as its financial stability is also taken into account prior to placing the investment.

G. Commercial Paper

Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short term basis. Commercial paper can be purchased on an interest bearing or discount basis. Interest bearing instruments pay interest semi-annually. Discounted instruments pay interest at maturity. The City will invest in commercial paper only if the paper attains the highest ranking or attains the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Maturities range from 30 to 180 days with interest computed on a 30/360 day basis.

H. **Medium Term Notes**

In recent years, this financing mechanism has grown, providing capital to the private sector, and diminishing the Negotiable Certificate of Deposit market. The trend towards medium term notes is related to buyer and seller flexibility and convenience. The notes are issued on any given date and maturing on a negotiated date. They generally range from 2 to 5 years in maturity. This market provides an excellent alternative to Negotiable C.D.'s. The City will only purchase Medium Term Notes with credit ratings of A or better by a nationally recognized rating agency; and with maturities of 5 years or less. Their interest is calculated on a 30/360 day basis like Agency bonds. Interest is paid semi-annually.

I. **Local Agency Investment Fund**

The Local Agency Investment Fund (LAIF) was established by the State to enable treasurers to place funds in a pool for investment. The LAIF has been particularly beneficial to those jurisdictions with small portfolios. Each agency is limited to an investment of $75.0 million per account. The City uses this fund for short term liquidity, investment, and yield when rates are declining. Funds are available on demand and interest is paid quarterly.

J. **Repurchase Agreement**

Closely associated with the functioning of the Federal funds market is the negotiation of repurchase agreements or repo's. Banks may buy temporarily idle funds from a customer by selling U.S. Government or other securities with the contractual agreement to repurchase the same security on a future date determined by negotiation. For the use of funds, the customer receives an interest payment from the bank; the interest rate reflects both the prevailing demand for Federal funds and the maturity of the repo. Repurchase Agreements are usually executed for $100,000 or more. The City will require physical delivery of the securities backing the repo to its safekeeping agent. The institution from which the City purchases a repo must transfer on an ongoing basis sufficient securities to compensate for changing market conditions and to insure that the market value of securities is valued at 102 percent or greater of the funds borrowed against those securities. Generally, maturities range from 1 to 90 days with interest paid at maturity, and may not exceed one year. A Master Repurchase Agreement is required.

K. **Reverse Repurchase Agreements**

Reverse Repurchase Agreements, on the other hand simply reverses the above process of purchasing repurchase agreements. The City, in effect, sells a particular security to a firm for a stated period of time, not to exceed 92 days. Interest is paid at maturity. The City pays the firm interest on the cash it receives while receiving the interest on original security. The City will in turn purchase a short term security at a higher rate of interest. Reverse repurchase agreements may also be used to alleviate a temporary cash shortage. The City of Visalia will never utilize the reverse repurchase agreement in order to meet its cash needs. Reinvestment of reverse repurchases will be in securities of shorter or equal maturities to a reverse repurchase agreement. Reverse repurchase agreements cannot exceed 20% of the investment portfolio.

L. **Money Market Mutual Funds**

Money Market Mutual Funds are shares issued by diversified management companies who invest in the securities and obligations as authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) of Government Code Section 53630 and comply with the investment restrictions of Article 2 (commencing with Section 53630 of the California Government Code). To be eligible for investment

pursuant to this subdivision, these companies shall either: (1) attain the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services, or (2) have an investment adviser registered with the Securities and Exchange Commission with not less than five year's experience investing in the securities and obligations as authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) of Government Code section 53630, and with assets under management in excess of five hundred million dollars ($500,000,000). The purchase price of shares purchased pursuant to this subdivision shall not include any commission that these companies may charge and shall not exceed 20 percent of the investment portfolio.

M. **Investment Pools other than LAIF**

Managed Investment Pool's pursuant to California Government Code Section 53601 (p) for which shares of beneficial interest issued by a joint powers authority organized pursuant to California Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1. The advisor is registered or exempt from registration with the Securities and Exchange Commission.
2. The advisor has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
3. The advisor has assets under management in excess of five hundred million dollars ($500,000,000).

9.0 Other Investment Pools:

A thorough investigation of investment pools, as authorized by statute, shall be conducted prior to the City's investment. Any pool shall provide the following:

- A description of eligible investment securities, and a written statement of investment policy and objectives (i.e. are reserves, retained earnings, etc. utilized by the pool and is the pool eligible for bond proceeds and/or will it accept such proceeds)
- A description of interest calculations and distribution methods, and how gains and losses are treated
- A description of how the securities are safeguarded (including the settlement processes), and how often securities are priced and the program audited
- A description of who may invest in the program
- A description of how deposits and withdrawals will be made, how often they are allowed and any minimum or maximum limitations
- A reporting schedule for receiving statements and portfolio activity
- A fee schedule and method of assessment

10.0 Collateralization:

Collateralization will be required on two types of investments: certificates of deposit and repurchase (and reverse) agreements. Deposits are insured by the Federal Deposit Insurance Corporation (FDIC) currently up to $250,000 per institution and Certificates of Deposit can be supported by either

110% U.S. Government agency notes or 150% mortgages currently held by the bank or savings and loan.

11.0 Safekeeping and Custody:

Securities purchased with invested funds that are in a negotiable, bearer, registered, or nonregistered format, shall require delivery of all the securities to the City, including those purchased for the City by financial advisors, consultants, or managers using the City's funds, by book entry, physical delivery, or by third party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book-entry delivery.

To insure the safety and internal accounting controls necessary to establish a stable and accurate investment system, the City uses an investment confirmation document. This document is prepared by Treasury and approved by accounting personnel. Copies are also distributed to the City accounting department, Treasury investment file, and the institutions with which the order to transfer funds was placed (safekeeping). This transaction control document, or "Confirmation" form, contains information regarding the type of investment; amount invested; interest rate; purchase and maturity dates; and any delivery instructions. This confirmation is matched to the Broker's Confirmation and held in the Treasury's file until the security is sold or matures.

12.0 Diversification:

The City operates its investment pool with many State and self-imposed constraints. It does not buy stocks and it does not speculate. Currently Government Code Section 53600 (et seq) restricts the City portfolio to:

- 30% in Negotiable Certificates of Deposit
- 25% in Commercial Paper
- 20% in Money Market Mutual Funds
- 40% in Bankers Acceptance Notes
- 30% in Medium Term Notes
- 20% in Repurchase Agreements

These restrictions primarily apply to short-term investments and are interpreted to apply at the time of investment. If, as the portfolio mix changes over time, a particular segment exceeds these restrictions the prudent investor rule shall apply.

The City will be selective in purchasing long-term negotiable certificates of deposit and medium term notes, placing such an investment only with a large stable institution.

13.0 Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. The City will operate a portfolio with an average life of three years or less. This is to insure liquidity and the ability to move with changing markets and interest rates.

No investments shall be made in investments with maturities greater than five (5) years without specific Council approval not less than ninety days prior to the investment**.** Exception: Mortgage Backed Securities, such as Federal National Mortgage Association (Fannie Mae) and Government National Mortgage Association (Ginnie Mae) which have maturities greater than five (5) years, and not to exceed 30 years may be purchased. While the final maturity on these investments is greater than five (5) years,

the return of principal and interest is received on a monthly basis (as mortgages are being paid, refinanced, and pre-paid), therefore minimizing the investment risk. At no point, will investments with maturities greater than five (5) years exceed 20% of the portfolio value.

14.0 Internal Control

To assure compliance with policies and procedures, the Treasurer, along with finance staff, shall form an investment committee. The committee will meet to review the investment portfolio and collectively establish investment goals and parameters for purchases. The committee will also collectively decide on investment purchases and sales of holdings.

15.0 Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

15.1 Market Yield (Benchmark): The City's investment strategy is passive. Passive investment portfolio management generally indicates that the Treasurer will purchase an instrument and hold it through maturity, and then reinvest the monies. Although the City's investment strategy is passive, this will not restrict the Treasurer from evaluating when swaps are appropriate or if the sale of an instrument is prudent prior to final maturity. Given this strategy, a series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and risks undertaken and the benchmarks shall have a similar weighted average maturity as the portfolio.

16.0 Reporting

Quarterly, the Treasurer will issue a report for Council's review of the City's current investment portfolio, detailing securities purchase and maturity date, face and market value, credit quality, and any reverse activities.

Periodically, the long-term investments will be reviewed in order to determine if it is advantageous to sell those securities and purchase others. The review will consider current market conditions and various spread relationships among security types. Additionally, a statement will be issued indicating the findings of the analysis. The monitoring of the conditions set forth in this policy statement is the responsibility of the Treasurer.

17.0 Investment Policy Adoption

The City's investment policy shall be adopted by resolution. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by them.

Exhibit A

City of Visalia - Summary of Eligible Investments

Type of Issue	Original Maturities	Interest Payments	U.S. Govt. Guaranteed?
U.S. Treasury Bills	91 day and 182 day Bills auctioned each Monday for settlement on Thursday.	Issued at a discount from par. Paid at maturity.	Yes
	52 week bills auctioned every fourth Thursday for settlement on the following Thursday.	Discount is based on the actual number of days on a 360 day basis. Paid at maturity.	
U.S. Treasury Notes	2 to 10 years.	Paid semi-annual based on the actual days in the month and half-year.	Yes
U.S. Treasury Bonds	10 to 30 years.	Paid semi-annual based on the actual days in the month and half-year.	Yes
Strips or Zeros	10 to 30 years.	Issued at a discount from par. Paid at maturity on a 30/360 day basis.	Yes
FNMA(Federal National Mortgage Association)	Discount notes are issued with maturities less than one year.	Issued at a discount from par. Paid at maturity on a 30/360 day basis.	No
	15 year and 30 year mortgage-backed securities with a 7 and 15 year assumed average life.	Principal and interest paid semi-annually on a 30/360 day basis.	No
GNMA(Gov't National Mortgage Association)	Various maturities from 12 to 30 years with an assumed average life of 7 to 12 years.	Principal and interest paid monthly on a 30/360 day basis.	Yes
FHLB(Fed Home Loan Bank)	Bonds of maturities from 1 to 10 years.	Paid semi-annually on 30/360 day basis.	No

Exhibit A

City of Visalia - Summary of Eligible Investments

Type of Issue	Original Maturities	Interest Payments	U.S. Govt. Guaranteed?
FFCB(Fed Farm Credit Bank)	6 and 9 month offered monthly.	Paid at maturity on a 30/360 day basis.	No
	Debentures are issued with 2 to 5 years maturities.	Paid semi-annually on a 30/360 day basis.	No
SBA(Small Bus. Administration)	Loans to Small Businesses. The principal portion of the loan is guaranteed by the SBA. 1 to 30 years.	Principal and interest paid monthly. On a 30/360 day basis. Can be a fixed or variable rate which is usually tied to prime rate.	No
FHLMC(Fed. Home Loan Mortgage Corporation)	30 year final with 12 year assumed average life.	Principal and interest paid monthly on a 30/360 day basis.	No
California Securities	Debentures are issued with 2 to 5 years maturities.	Paid semi-annually on a 30/360 day basis.	No
CD(Certificate of Deposit)	3 months to 5 years.	Paid monthly on a actual/360 day basis.	No
NCD(Negotiable Certificates of Deposit)	3 months to 2 years. Some issues have quarterly floating rates.	Paid semi-annually. Floaters pay quarterly.	No
BA Notes(Banker's Acceptance Notes)	30 to 180 days.	Issued at a discount from par. Paid at maturity.	No
Commercial Paper	Unsecured promissory note issued by finance and industrial companies to raise short term capital. Generally 30 to 180 days.	Can be interest bearing or a discounted note. If interest bearing, paid semi-annually. If discounted, paid at maturity.	No
MTN(Medium Term Notes)	2 to 5 years. Extended maturity commercial paper.	Paid semi-annually on a 30/360 day basis.	No
LAIF(Local Agency Investment Fund) State Pool	Funds are available on demand. Investments are restricted by Gov't. Code, same as the City's.	Paid quarterly.	No

Exhibit A

City of Visalia - Summary of Eligible Investments

Type of Issue	Original Maturities	Interest Payments	U.S. Govt. Guaranteed?
Repurchase Agreements	Negotiated. A short term investment transaction with a contractual agreement to repurchase the same securities at a future date. In essence, the City loans the Bank money for a specified time collateralized by marketable securities. Terms are from 1 to 90 days.	Paid at maturity.	No
Reverse Repurchase Agreements	Negotiated. This transaction is the mirror image of the repurchase agreement. Instead of the City loaning the Bank money, the Bank loans the City funds. The City then "repurchases" securities with matched maturities to the end of the contract. Terms are from 1 to 90 days.	Paid at maturity.	No
Money Market Mutual Funds	Funds are available on demand. Shares issued by a diversified management company.	Paid Monthly	No
Other Investment Pools	Funds are available on demand.	Paid quarterly	No

GLOSSARY

AGENCIES: Federal agency securities

ANNUAL COMPREHENSIVE FINANCIAL REPORT (Annual Financial Report): The official annual report for the City of Visalia. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

ARBITRAGE: Transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a yield difference in the two markets.

BANKERS ACCEPTANCE (BA): A draft of bill or exchange by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks

(currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB's is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market and a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: the central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, DC, 12 regional banks and about 5,700 commercial banks that are members of the system.

GENERALLY ACCEPTED ACCOUNTING PRINCIPALS (GAAP): The standard established by the National Council on Governmental Accounting which establishes the *minimum* requirements for a fair presentation of financial data in external financial reports. GAAP also assures a degree of comparability in financial reporting among different governments.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Mae's.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND: The Local Agency Investment Fund (LAIF) was established by the State to enable treasurers to place funds in a pool for investments. The LAIF has been particularly beneficial to those jurisdictions with small portfolios. Each account is limited to an investment of $75.0 million.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order

to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state--the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use Repos extensively to finance their positions. Exception: When the Fed is said to be doing Repos, it is lending money, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g. call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, and one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

RESOLUTION NO. 2026-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA ADOPTING THE CITY INVESTMENT POLICY

WHEREAS, the Council of the City of Visalia has adopted the Statement of Investment Policy; and

WHEREAS, California Government Code section 53646 requires annual review and adoption of the Investment Policy; and

WHEREAS, the authority to manage the City's investment program is derived from the City's Charter; and

WHEREAS, California Government Code section 53607 requires the authority to invest the funds of the City to be delegated annually to the Finance Director/Treasurer,

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Visalia adopt the City of Visalia Statement of Investment Policy and delegate responsibility for the investment program to the Finance Director/Treasurer.

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 _____ passed and adopted by the Council of the City of Visalia at a regular meeting held on _____.

Dated: Leslie B. Caviglia, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

File #: 25-0840 **Agenda Date:** 6/1/2026 **Agenda #:** 11.

Agenda Item Wording:
Adopt resolution and exchange Federal funds for State Highway Account Funds - Adopt Resolution No. 2026-36 authorizing the City Manager to sign the fiscal year 2025/26 claim to the Tulare County Association of Governments for Regional Surface Transportation Program Funds in exchange for State Highway Account Funds in the amount of $1,008,740 and appropriate funds towards the Stevenson Mill Creek culvert replacement project.

Agenda Date: 06/01/2026

Prepared by:
Dolores Verduzco, Financial Analyst, dolores.verduzco@visalia.gov, (559) 713-4540
Katherine Woodhull-Fuget, Associate Engineer, katherine.woodhull-fuget@visalia.gov, (559) 713-4447
Chris Crawford, City Engineer, chris.crawford@visalia.gov, (559) 713-4331
Jason Huckleberry, Engineering & Building Director, jason.huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends Council adopt Resolution 2026-36 authorizing the City Manager to sign the fiscal year 2025/26 claim to the Tulare County Association of Governments (TCAG) for Regional Surface Transportation Program (RSTP) Funds in exchange for State Highway Account Funds in the amount of $1,008,740 and appropriate funds towards the Stevenson Mill Creek culvert replacement project.

Summary:
RSTP federal funds for fiscal year 2025/26 are eligible to exchange to state funds. The 2025/26 RSTP allocation amount available to the City of Visalia is $1,008,740. TCAG requires a resolution authorized by the governing board identifying an officer with the authority to sign the fiscal year 2025/26 RSTP exchange for State Highway Account Funds Claim.

Background Discussion:
RSTP funds are distributed to TCAG as the designated Metropolitan Planning Organization (MPO) for Tulare County. Funds are distributed to member agencies based on population size. Previously, the Visalia UZA (urbanized area) boundary encompassing Visalia, Tulare, Exeter, Farmersville and surrounding unincorporated communities exceeded the 200,000 population size threshold. Agencies encompassed by the Visalia UZA were previously not able to exchange federal RSTP funds for state cash. The 2020 Census changed how urban areas were determined and as a result all member agencies may exchange, as of fiscal year 2023/24, RSTP funds for state funds.

Staff recommends the exchange of federal RSTP funds to nonfederal State Highway Account funds as state funds have fewer restrictions, a shorter environmental process, and no local match requirement compared to federal funds. For fiscal year 2025/26, the RSTP balance available to member agencies for exchange to state funds is $3,343,814. Based on population size,

approximately 30.17% is allocated to the City of Visalia in the amount of $1,008,740.

Staff recommends designating the fiscal year 2025/26 allotment and appropriate to the Stevenson Mill Creek Culvert replacement project. The Mill Creek culvert at Stevenson is one of the oldest box culverts in the city and is around the same age as the Mill Creek culvert at Giddings St that was just replaced. The Stevenson culvert is showing signs of nearing its end of useful life and should be replaced prior to, or in conjunction with, the relocation of Fire Station 51. The scope of work includes the replacement of the existing structure in-kind and replacement of the overlying street structural section, as well as lowering of the existing sewer main if needed.

In addition, staff plans to designate the next fiscal year 26/27 allotment to this project to utilize towards the additional funds needed for the construction phase.

Fiscal Impact including annual maintenance and operating costs:
Staff recommends the appropriation of State Highway Account funds in the amount of $1,008,740 to the Stevenson Mill Creek culvert replacement project. There is no fee to exchange federal RSTP funds to nonfederal State Highway Account funds.

Below is a summary of the additional appropriations included in the next 2-Year, FY 2026/27 and FY 2027/28, Capital Improvement Program to complete the funding needed for the Stevenson Mill Creek culvert replacement project. Wastewater funds are identified in the summary below as the existing sewer main may need to be lowered which will be evaluated as a part of the design phase.

Budget Summary: Stevenson Mill Creek culvert replacement project:

FY 25/26 RSTP Funds Exchange to State Funds (current claim)(2370)		$1,008,740	
FY 26/27 RSTP Funds Exchange to State Funds (estimate) (2370)		$900,000	
FY 26/27 Gas Tax Funds (to be appropriated) (2370)		$27,000	
FY 26/27 Wastewater Funds (to be appropriated)		$39,300	
FY 27/28 Wastewater Funds (to be appropriated)		$149,200	
Total	Estimated	Cost:	$2,124,240

Maintenance costs: Maintenance costs are not expected to increase as a result of this project as the current infrastructure is existing. This project will replace the existing Mill Creek box culvert at Steveson St. and will include any associated road repairs.

Prior Council Action:
May 19, 2025
Adoption of Resolution No. 2025-35 to authorize the City Manager to sign the Fiscal Year 2024/25 claim to TCAG for RSTP Funds in Exchange for State Highway Account Funds and appropriate $930,390 towards the Giddings Street culvert replacement project.

June 17, 2024
Adoption of Resolution No. 2024-29 to authorize the City Manager to sign the Fiscal Year 2023/24 Claim to TCAG for RSTP Funds in Exchange for State Highway Account Funds and appropriate $889,030 towards Road Rehabilitation.

Alternatives: Not submit the FY 2025/26 RSTP Funds Exchange Claim Form

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution No. 2026-36 to authorize the City Manager to sign the fiscal year 2025/26 claim to TCAG for RSTP Funds in exchange for State Highway Account Funds in the amount of $1,008,740 and appropriate funds to the Stevenson Mill Creek culvert replacement project.

Environmental Assessment Status: Environmental review to be completed prior to construction.

CEQA Review: Environmental review to be completed prior to construction.

Deadline for Action: 06/01/2026

Attachments:
1. Resolution No. 2026-36
2. FY 2025/26 RSTP Funds Exchange Claim Form

Strategic Goal:

☐  **Economic Vitality**	☒  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

RESOLUTION NO. 2026-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA AUTHORIZING THE CITY MANAGER TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FOR STATE HIGHWAY ACCOUNT FUNDS CLAIM FOR FISCAL YEAR 2025-26

WHEREAS, the Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS, Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2-years to California Metropolitan Planning Organizations (MPO's); and

WHEREAS, TCAG is the designated MPO for Tulare County; and

WHEREAS, the Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the Fiscal Year 2025-26 due to many Federal Surface Transportation Bill variables including the annual Appropriations Act as well as other Congressional action (i.e rescissions); and

WHEREAS, the FINAL RSTP Exchange apportionment amount is published at the end of Fiscal Year 2025-26 and can be different than the ESTIMATE of RSTP Exchange apportionment figure; and

WHEREAS, Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS, TCAG applies a population-based distribution formula using current Department of Finance (DOF) population estimates (January 2025) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions; and

WHEREAS, the ESTIMATE of RSTP Exchange Program fund apportionment amount available to claim in Fiscal Year 2025-26 for the City of Visalia is $1,008,740; and

WHEREAS, Payment of the ESTIMATE of RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange Claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23 of the United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS, if the FINAL RSTP Exchange apportionment figure is higher for Fiscal Year 2025-26 than the ESTIMATE of RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor Controller's Office to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS, if the FINAL RSTP Exchange apportionment figure is lower for Fiscal Year 2025-26 than the ESTIMATE of RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor-Controller's Office to distribute the lower Fiscal Year 2025-26 FINAL RSTP Exchange Program fund amount to member agencies; and

WHEREAS, the CITY OF VISALIA has established special gas tax street improvement funds as a requirement to receive the RSTP Exchange Program funds: and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Visalia that the City Manager is hereby authorized to sign the above-described Fiscal Year 2025-26 RSTP Exchange Program fund claim on behalf of the City of Visalia in the amount of $1,008,740.

PASSED AND ADOPTED: June 1, 2026 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 2026-36 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 1, 2026.

Dated: June 1, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2025-2026

Claimant: **City of Visalia**

FY2025-2026 Claim Amount: $1,008,740

Claim Guidelines:
Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:
1. List (print or type**)** each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. **(☒)**
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. **(☒)**

Project	Cost of Project	Air Quality	Exempt
1. Stevenson Mill Creek Culvert Replacement Project	$1,008,740	☐	☒
2.	$	☐	☐
3.	$	☐	☐
4.	$	☐	☐

Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2025-2026

Claimant: City of Visalia

FY 2025-2026 Claim Amount: $1,008,740

It is understood by the **City of Visalia** (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

a. For cities, within their Special Gas Tax Street Improvement Fund; or
b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **City Manager** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

_____
Signature

Leslie Caviglia
Print Name

City Manager
Title

_____
Date

_____
Executive Director, TCAG

_____
Print Name

Visalia City Council

Staff Report

File #: 25-0841 **Agenda Date:** 6/1/2026 **Agenda #:** 12.

Agenda Item Wording:
Record final map - Request authorization to record the final map for the Santa Fe Tract subdivision located along south Santa Fe Street approximately 500-feet north of East Paradise Avenue (6 lots).

Agenda Date: 06/01/2026

Prepared by:
Edelma Gonzalez, Associate Engineer, edelma.gonzalez@visalia.gov, (559) 713-4364
Jason Huckleberry, Engineering & Building Dept Director, jason.huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends that City Council authorize the recordation of the final map for Santa Fe Tract subdivision located along south Santa Fe Street approximately 500-feet north of East Paradise Avenue (6 lots).

Summary:
The final map for the Santa Fe Tract subdivision will subdivide approximately 0.93 acres into six single-family residential parcels within the R-M-2 zoning district. The project includes private yard areas, interior common access improvements, and frontage landscaping improvements along Santa Fe Street.

The proposed subdivision will be accessed from Santa Fe Street along the west side of the project. Frontage improvements include curb, gutter, sidewalk, parkway landscaping, and associated public utility infrastructure, including sewer, storm drainage, water, and electrical improvements. Access to Parcels 1 through 6 will also be provided by an interior private shared drive aisle serving the development.

The subdivision improvements were approved under building permit number B214976, which was issued on October 12, 2022. All required subdivision improvements are currently under construction, and the final map is ready for recordation.

Maintenance of the on-site common areas and frontage landscaping improvements will be the responsibility of a Homeowners Association (HOA). Formation of a Lighting and Landscape District (L&LD) is not required for this subdivision.

Background Discussion:
Pursuant to Title 16 (Subdivisions) of the Visalia Municipal Code, the City's authorization to record the final map is a ministerial action. Specifically, Section 16.24.080 limits the City Council's action to the specific determination that the final map conforms substantially to the contents of the tentative map, Chapter 16, and the Subdivision Map Act, and provides in pertinent part that "if the Council determines that the map is in conformity with the requirements of this Chapter, the Council shall

approve the map (emphasis added).” Disapproval based upon any other reasons would be outside the authority of the Council for this particular action. The Council may reject any and all offers of dedication in the final map pursuant to Section 16.24.080, and require that the City Engineer so indicate on the map, however staff’s recommendation is that the City Council authorize recordation of the final map and accept all offers of dedication as previously described in this report.

Fiscal Impact including annual maintenance and operating costs: Impact fees associated with the subdivision development and residential construction were assessed and paid at the time of building permit issuance.

Prior Council Action: None

Alternatives: No alternatives are provided.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the recordation of the final map for Santa Fe Tract subdivision (6 lots).

Environmental Assessment Status: The project is categorically exempt from the California Environmental Quality (CEQA) pursuant to CEQA Guidelines Section 15315, Categorical Exemption No. 2021-63

CEQA Review: The project is categorically exempt from the California Environmental Quality (CEQA) pursuant to CEQA Guidelines Section 15315, Categorical Exemption No. 2021-63

Deadline for Action: 06/01/2026

Attachments:
1. Final Map
2. Aerial Map
3. Location Map
4. Development Disclosure

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☐  **Organizational Excellence**	☐  **Fiscal Strength**	☒  **Infrastructure & Growth**	☐  **Quality of Life**

TSM 5582

SANTA FE TRACT

BEING A DIVISION OF LOT 70 OF THE EVANSDALE TRACT AS FILED IN VOLUME 1.3 OF MAPS AT PAGE 13, TULARE COUNTY RECORDS AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
FEBRUARY 2026

OWNER'S STATEMENT

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

1. PUBLIC SIDEWALK EASEMENT IN FAVOR OF THE CITY OF VISALIA, AS SHOWN HEREON.
2. RECIPROCAL EASEMENT FOR INGRESS, EGRESS, PARKING, STORM WATER, SOLID WASTE, AND PUBLIC UTILITIES FOR THE BENEFIT OF LOTS 1 THRU 6 AS INDICATED ON THIS MAP, TO BE RETAINED BY THE OWNERS, FOR FUTURE DEDICATION TO THE HOMEOWNERS ASSOCIATION.
3. PUBLIC UTILITY EASEMENT TO THE CITY OF VISALIA FOR INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, WATERLINE, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT)

FOR: NAJAFI ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
ALI NAJAFI, MEMBER

BENEFICIARY'S STATEMENT:

THE UNDERSIGNED, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 18, 2025 AS DOCUMENT NO. 2025-0028632, OFFICIAL RECORDS TULARE COUNTY, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATIONS THEREON.

UNITED SECURITY BANK, AS BENEFICIARY UNDER DEED OF TRUST RECORDED ON JUNE 18, 2025 AS DOCUMENT NO. 2025-0028632, O.R.T.C.

BY: _____
DENNIS R. WOODS, CEO/PRESIDENT
2126 INYO STREET
FRESNO, CA 93721
PHONE 559-248-4930

NOTARY'S ACKNOWLEDGEMENTS:

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 _____ } SS

ON _____ BEFORE ME, _____, 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.

NAME: _____ SIGNATURE _____

MY COMMISSION EXPIRES _____ COMMISSION NUMBER _____

PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

(DO NOT 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 _____ } SS

ON _____ BEFORE ME, _____, 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.

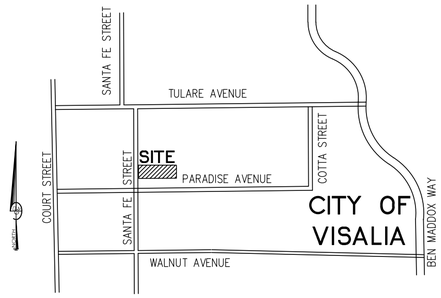
WITNESS MY HAND.

NAME: _____ SIGNATURE _____

MY COMMISSION EXPIRES _____ COMMISSION NUMBER _____

PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

(DO NOT SEAL)



VICINITY MAP
N.T.S.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE CENTRAL VISALIA REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED ON DECEMBER 21, 1989 AS DOCUMENT NO. 89-73949, BOOK 4925, PAGE 537, O.R.T.C.
2. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SANTA FE VISALIA PROPERTY OWNER'S ASSOCIATION" RECORDED AUGUST 3, 2022 AS DOCUMENT NO. 2022-0049651, O.R.T.C.

FLOOD HAZARD ZONE:

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0933E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING. AREAS OF 1-PERCENT ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1-PERCENT ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED FROM THE 1-PERCENT ANNUAL CHANCE FLOOD BY LEVEES.

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING PUBLIC EASEMENTS:

THOSE EASEMENTS PREVIOUSLY DEDICATED PER GRANT OF EASEMENT RECORDED 11/13/2008 AS DOCUMENT NO. 2008-0075657, O.R.T.C. AND PER GRANT OF EASEMENT RECORDED 11/13/2008 AS DOCUMENT NO. 2008-0075658, O.R.T.C.

PROFESSIONAL LAND SURVEYOR
DALE G. MELL
No. 4823
STATE OF CALIFORNIA

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
No. 6815
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALI NAJAFI IN NOVEMBER 2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE FEBRUARY 2026, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____ DATE:_____
DALE G. MELL PLS 4823

CITY SURVEYOR'S STATEMENT

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

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

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE ___ DAY OF _____, 2026, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC SIDEWALK EASEMENT; AND PUBLIC UTILITY EASEMENTS; AND CONSENTING TO THE ABANDONMENT OF THOSE PUBLIC EASEMENTS NOT SHOWN ON THE MAP, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THE MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS ___ DAY OF _____, 2026.

LESLIE B. CAVIGLIA,
CITY MANAGER/CITY CLERK

_____
CHIEF DEPUTY CITY CLERK

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP TSM NO. 5582, APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON JANUARY 10, 2022.

_____ DATE:_____
PAUL BERNAL
PLANNING AND COMMUNITY PRESERVATION DIRECTOR / CITY PLANNER

BOARD OF SUPERVISORS STATEMENT

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

DATE:_____ JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO. _____ FEE PAID: $_____

FILED THIS _____ DAY OF _____, 2026, AT _____M.

IN VOLUME _____ OF MAPS, AT PAGE _____, TULARE COUNTY RECORDS, AT THE REQUEST OF DALE G. MELL & ASSOCIATES.

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

BY:_____
DEPUTY COUNTY RECORDER

PREPARED BY:

DALE G. MELL & ASSOCIATES
ENGINEERING & SURVEYING SERVICES
2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
(559) 292-4046 * FAX 251-9220 * EMAIL: DMASUBMITTALS@DALEMELL.COM
24-804FM 04.17.2026

SHEET 1 OF 3

ROGO ESPINOZA 24-804FM.DWG 4/17/2026 1:44:36 AM

TSM 5582

SANTA FE TRACT

BEING A DIVISION OF LOT 70 OF THE EVANSDALE TRACT AS FILED IN VOLUME 13 OF MAPS AT PAGE 13, TULARE COUNTY RECORDS AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
FEBRUARY 2026

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 25 EAST M.D.B.&M. WAS TAKEN TO BE S00°29'00"E PER ROXSAN TRACT UNIT NO. 1 AS FILED IN VOLUME 23 OF MAPS AT PAGE 61, TULARE COUNTY RECORDS

LEGEND

- ● *MONUMENTS FOUND AND ACCEPTED OR AS NOTED*
- ○ *SET 3/4" X 30" IRON PIPE, TAGGED PLS 4823, DOWN 6" AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND WHERE INDICATED*
- ( ) *RECORD DATA PER THE EVANSDALE TRACT FILED IN VOLUME 13 OF MAPS AT PAGE 13 T.C.R. OR CALCULATED THEREFROM*
- (( )) *RECORD DATA PER THE ROXSAN TRACT UNIT NO. 1 FILED IN VOLUME 23 OF MAPS AT PAGE 61 T.C.R. OR CALCULATED THEREFROM*
- [ ] *RECORD DATA PER PARCEL MAP NO. 3297 FILED IN BOOK 33 OF PARCEL MAPS AT PACE 99 T.C.R. OR CALCULATED THEREFROM*
- < > *RECORD DATA PER RECORD OF SURVEY FILED IN BOOK 12 OF LICENSED SURVEYS AT PAGE 29 T.C.R. OR CALCULATED THEREFROM*
- ◇ *PORTION PREVIOUSLY GRANTED IN FEE TO THE CITY OF VISALIA PER GRANT DEED RECORDED ON 11/13/2008 AS DOCUMENT NO. 2008-0075656, O.R.T.C.*
- ⊡ *PORTION PREVIOUSLY GRANTED IN FEE TO THE CITY OF VISALIA PER GRANT DEED RECORDED ON 11/13/2008 AS DOCUMENT NO. 2008-0075659, O.R.T.C.*
- ▬ *INDICATES LIMITS OF THIS SUBDIVISION*
- *NOT A DIVISION LINE*
- ① *ESTABLISHED BY ACCEPTED CENTERLINE OF LIBERTY AVENUE, EXTENDED AND PRO-RATED SOUTH TO ESTABLISH THE SOUTH LINE OF LOT 70. NORTH AND SOUTH LINES OF LOT 70 HELD PARALLEL WITH THE MONUMENT LINE FOR EVANSDALE TRACT PER REFERENCES HEREON.*
- ② *EASEMENT FOR IRRIGATION CANAL PURPOSES IN FAVOR OF EVANS DITCH COMPANY RECORDED ON _____ AS DOCUMENT NO. _____, O.R.T.C.*
- ③ *EASEMENT FOR ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED ON _____ AS DOCUMENT NO. _____, O.R.T.C.*

FD	FOUND
MON	MONUMENT
T.C.R.	TULARE COUNTY RECORDS
O.R.T.C.	OFFICIAL RECORDS TULARE COUNTY

ALL DISTANCES IN FEET OR DECIMALS THEREOF

SCALE: 1" = 30'

GRAPHIC SCALE
30 0 15 30
1 INCH = 30 FEET

PREPARED BY:
DALE G. MELL & ASSOCIATES
ENGINEERING & SURVEYING SERVICES
2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
(559) 292-4046 * FAX 251-9220 * EMAIL: DMASUBMITTALS@DALEMELL.COM
24-804FM 04.17.2026

TSM 5582

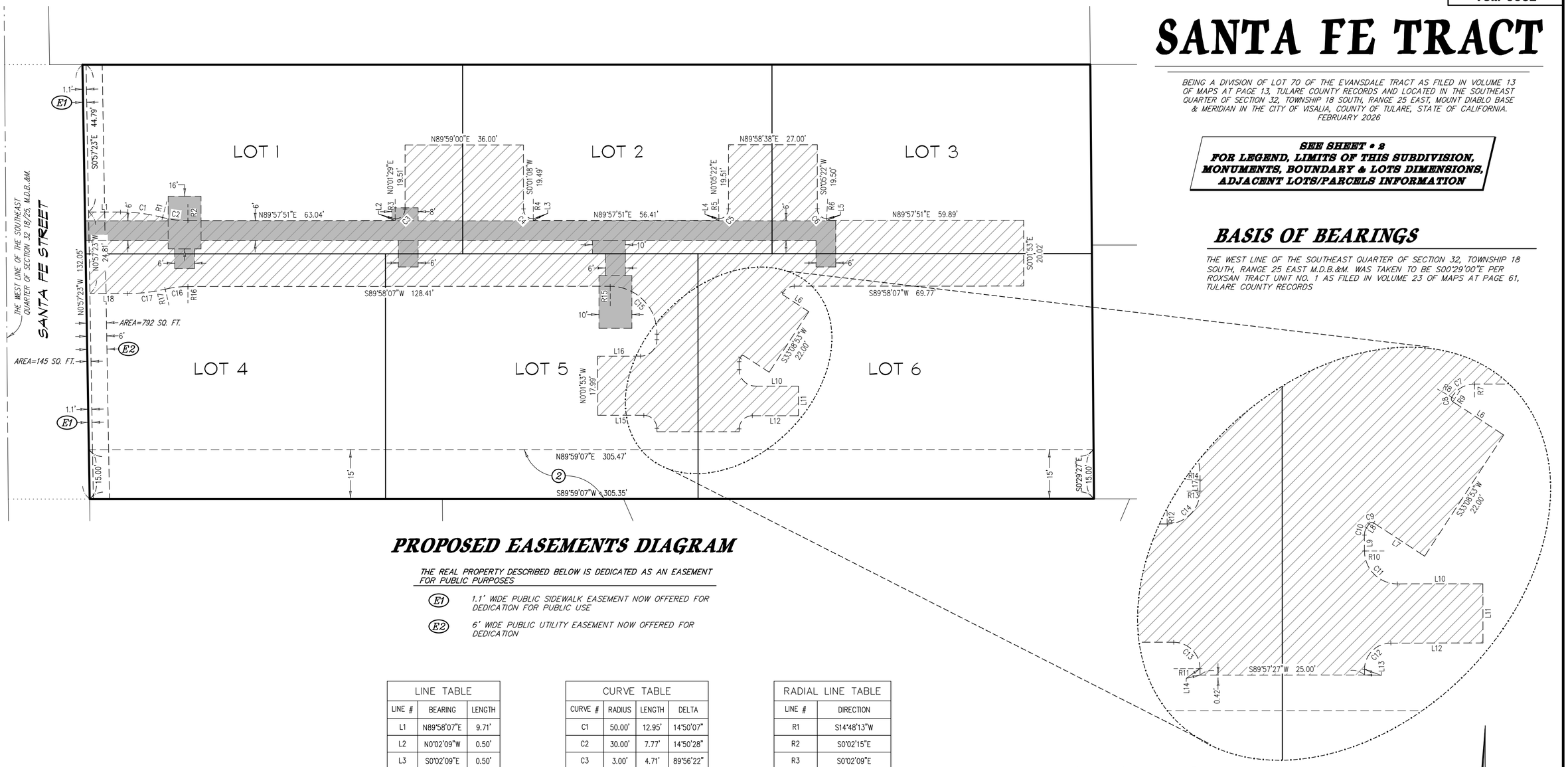
SANTA FE TRACT

BEING A DIVISION OF LOT 70 OF THE EVANSDALE TRACT AS FILED IN VOLUME 13 OF MAPS AT PAGE 13, TULARE COUNTY RECORDS AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
FEBRUARY 2026

SEE SHEET • 2
FOR LEGEND, LIMITS OF THIS SUBDIVISION, MONUMENTS, BOUNDARY & LOTS DIMENSIONS, ADJACENT LOTS/PARCELS INFORMATION

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 25 EAST M.D.B.&M. WAS TAKEN TO BE S00°29'00"E PER ROXSAN TRACT UNIT NO. 1 AS FILED IN VOLUME 23 OF MAPS AT PAGE 61, TULARE COUNTY RECORDS



PROPOSED EASEMENTS DIAGRAM

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

(E1) 1.1' WIDE PUBLIC SIDEWALK EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE

(E2) 6' WIDE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°58'07"E	9.71'
L2	N0°02'09"W	0.50'
L3	S0°02'09"E	0.50'
L4	N0°02'09"W	0.50'
L5	S0°02'09"E	0.50'
L6	S56°47'15"E	9.25'
L7	N56°50'57"W	9.24'
L8	S33°09'03"W	0.73'
L9	S0°15'04"E	2.41'
L10	N89°57'27"E	13.00'
L11	S0°01'53"E	9.00'
L12	S89°57'27"W	14.00'
L13	S0°01'53"E	0.85'
L14	N0°05'22"E	1.00'
L15	S89°57'27"W	14.00'
L16	N89°57'58"E	13.02'
L17	N0°01'35"E	1.68'
L18	S89°58'07"W	11.41'

CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	50.00'	12.95'	14°50'07"
C2	30.00'	7.77'	14°50'28"
C3	3.00'	4.71'	89°56'22"
C4	3.00'	4.72'	90°03'17"
C5	3.00'	4.63'	88°24'09"
C6	3.00'	4.56'	87°03'46"
C7	4.00'	4.20'	60°11'03"
C8	0.50'	0.76'	86°36'15"
C9	0.50'	0.79'	90°00'00"
C10	2.00'	1.17'	33°24'07"
C11	5.00'	7.85'	90°00'39"
C12	4.00'	6.28'	89°59'21"
C13	4.00'	6.28'	90°00'39"
C14	5.00'	7.84'	89°52'05"
C15	14.21'	22.68'	91°26'56"
C16	30.00'	6.95'	13°16'59"
C17	50.00'	11.59'	13°16'35"

RADIAL LINE TABLE	
LINE #	DIRECTION
R1	S14°48'13"W
R2	S0°02'15"E
R3	S0°02'09"E
R4	S0°02'09"E
R5	S1°30'29"E
R6	S3°01'36"W
R7	N0°01'53"W
R8	N60°12'57"W
R9	N33°10'48"E
R10	S89°58'07"W
R11	N89°58'07"E
R12	S0°02'33"E
R13	S89°54'38"E
R14	S88°34'46"E
R15	N0°01'42"W
R16	N0°01'30"W
R17	S13°18'28"E

HATCH EASEMENT LEGEND

RECIPROCAL EASEMENT FOR INGRESS, EGRESS, PARKING, STORM WATER, SOLID WASTE, AND PUBLIC UTILITIES FOR THE BENEFIT OF LOTS 1 THRU 6 PER THIS MAP. AREA=9,278 SQ. FT.

EASEMENT FOR ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED ON _____ AS DOCUMENT NO. _____, O.R.T.C.

SCALE: 1" = 20'

NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET

PREPARED BY:
DALE G. MELL & ASSOCIATES
ENGINEERING & SURVEYING SERVICES
2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
(559) 292-4046 * FAX 251-9220 * EMAIL: DMASUBMITTALS@DALEMELL.COM

24-804FM 04.17.2026

SHEET 3 OF 3

ROGO ESPINOZA 24-804FM.DWG 4/17/2026 2:01:07 AM





Santa Fe Tract

Aerial Map

0 0.01 0.03 0.06 Miles

VISALIA


S Santa Fe St
S Liberty St
EVANS
S Tipton Ct
S Thomas Ct
Riggin
Betty
Goshen
Houston
Main
Noble
Hwy 198
Shirk
Akers
Demaree
Mineral King
Caldwell
Mooney
Ben Maddox
Lovers Lane
Vicinity Map
Santa Fe Tract
Location Map
0 0.01 0.02 0.04 Miles
VISALIA
N
W
E
S

CITY OF VISALIA
Disclosure Development Project

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

SITE:

Address or APN(s): 1404 & 1414 S. Santa Fe St., Visalia

Short Title or Name of proposed project: Santa Fe Tract TSM 5582

Summary description of the proposed project: 6 Lot Subdivision

PROPERTY OWNER(S):

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

Name (print) Ali Najafi

Mailing Address 1 Tidewatch

New Port Beach CA 92656

Phone

Name (print) Saman Shishehgaran (Consultant/Representative)

Mailing Address 2037 W. Bullard #342

Fresno, CA 93711

Phone 559-440-8300 or 559-352-9856

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

May-19-26
Date

Property Owner Signature

ALI NAJAFI CEO
Print Name & Title

May-19-26
Date

Property Owner Signature

Elmija NAJAFI CFO
Print Name & Title

OTHER INVOLVED PARTIES:

Fill in all that apply.

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

Developer/Builder _____

Mailing Address _____

Phone _____ Fax _____

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

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

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

Visalia City Council

Staff Report

File #: 25-0843 **Agenda Date:** 6/1/2026 **Agenda #:** 13.

Agenda Item Wording:
2026 election consolidation authorization - Adoption of Resolution No. 2026-34 relating to the regular municipal election to be held on Tuesday, November 3, 2026; requesting and consenting to the consolidation of elections and setting specifications of the election order; and requesting the Tulare County Board of Supervisors to permit the County Registrar of Voters to render specified election-related services to the City of Visalia.

Agenda Date: 06/01/2026

Prepared by: Reyna Rivera, Chief Deputy City Clerk reyna.rivera@visalia.gov, (559) 713-4512; Leslie B. Caviglia, City Manager, Leslie.caviglia@visalia.gov, (559) 713-4332

Department Recommendation: Staff recommends that the City Council adopt Resolution No. 2026-34 authorizing the consolidation of the regular municipal election for Visalia City Council Districts 3, 4 and 5 on Tuesday, November 3, 2026, with other elections to be held in and administered by the County of Tulare, and request the Tulare County Board of Supervisors to authorize the County Registrar of Voters to conduct the election.

Summary:
The proposed resolution authorizes the consolidation of the City of Visalia's regular municipal election with the County of Tulare's November 3, 2026 election and requests election services from the Tulare County Registrar of Voters.

Background Discussion:
Historically, the City of Visalia has consolidated its municipal elections with elections conducted by the County of Tulare and has requested that the County Registrar of Voters administer the election on behalf of the City.

On May 18, 2015, the City Council adopted a district-based election plan establishing elections for City Council Members representing Districts 1 and 2 to be held in 2016 and every four years thereafter. Consistent with that election cycle, elections for Districts 3, 4, and 5 were held in 2022 and will continue every four years thereafter.

The Tulare County Office of the Registrar of Voters has effectively administered previous elections for the City of Visalia and has the appropriate equipment, staffing, and systems in place to conduct the election. The Registrar of Voters accepts nomination papers, prepares and mails ballots, establishes and operates polling locations and vote centers, tabulates election results, and certifies the election.

By consolidating with other agencies conducting elections on the same day, participating agencies are able to share costs and reduce election expenses. Consolidation also simplifies the voting process for residents and improves election administration efficiency.

The November 3, 2026 election will be conducted under the direction of the Tulare County Registrar of Voters.

Fiscal Impact including annual maintenance and operating costs: The County of Tulare will invoice the City for the direct cost of the election. Because the number of participating agencies is not yet known, the exact cost cannot be determined at this time. Based on prior election history the estimated cost for Districts 1, 3, 4, and 5 is $3.00 to $3.50 per voter. There are no annual maintenance or ongoing operating costs associated with this action.

Prior Council Action: On May 18, 2015, the City Council adopted a district-based election plan establishing election cycles.

Alternatives:

1. Direct the City Clerk to conduct an independent municipal election, which is not recommended due to increased administrative, financial costs and equipment and expertise required.
2. Provide alternative direction to staff.

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution No. 2026-34 requesting and consenting to the consolidation of elections and setting specifications of the election order and requesting the Tulare County Board of Supervisors to permit the County Registrar of Voters to render specified election-related services to the City of Visalia.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 08/07/2026

Attachments: Resolution No. 2026-34

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

Economic Vitality	Organizational Excellence	Fiscal Strength	Infrastructure & Growth	Quality of Life
☐	☒	☐	☐	☐

RESOLUTION NO. 2026-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA REQUESTING AND CONSENTING TO CONSOLIDATION OF ELECTIONS FOR THE NOVEMBER 3, 2026 REGULAR MUNICIPAL ELECTION, SETTING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING THE TULARE COUNTY BOARD OF SUPERVISORS PERMIT THE COUNTY REGISTRAR OF VOTERS TO RENDER SPECIFIC SERVICES TO THE CITY OF VISALIA

WHEREAS, California Elections Code requires a general election be held in each city to choose a successor for each elective officer whose term will expire on the first Friday in December following the election to be held on the first Tuesday after the first Monday in November in each even-numbered year; and

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10520 requires each city involved in a general election to reimburse the county for the actual costs incurred by the county elections official in conducting the election for that district; and

WHEREAS, Elections Code Section 13307(3c) requires that before the nominating period opens the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and

WHEREAS, Elections Code Section 12112 requires the elections official of the principal county to publish a notice of the election once in a newspaper of general circulation in the city; and

WHEREAS, pursuant to the Elections Code, the governing body of any City may, by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the City relating to the conduct of an election; and

NOW, THEREFORE, IT IS HEREBY ORDERED that an election be held within the territory included in the City on November 3, 2026, for the purpose of electing members to the City Council in accordance with the following specifications:

1. The Election shall be held on Tuesday, the 3rd day of November, 2026. The purpose of the election is to choose successors for the following offices:

Three seats for the Visalia City Council:

Brian Poochigian,	District 3 - Term of Office - 12/2022 to 11/2026
Emmanuel Hernandez Soto,	District 4 - Term of Office - 12/2022 to 11/2026
Steve Nelsen,	District 5 - Term of Office - 12/2022 to 11/2026

2. This City Council hereby requests and consents to the consolidation of this Election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code 10400.

3. The City will reimburse the County for the actual cost incurred in conducting the Election upon receipt of a bill stating the amount due as determined by the Elections Official.

4. The City Council has determined that the candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.

5. The City requests that the Registrar of Voters publish the Notice of Election in the Visalia Times-Delta which is a newspaper of general circulation that is regularly circulated in the City of Visalia.

6. The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the City of Visalia relating to the conduct of the November 3, 2026 Municipal Election as follows:

a. Distribute and file nomination papers and candidate statements for City offices.

b. Make all required publications.

c. Prepare, print, and mail to the qualified electors of the City of Visalia sample ballots and voter pamphlets.

d. Provide vote by mail ballots for said Municipal Election for use by the qualified electors who may be entitled to vote by mail ballots in the manner provided by law.

e. Order consolidation of precincts, appoint precinct boards, designate polling places, and instruct election officers concerning their duties.

f. Conduct and canvass the returns of the election and certify the votes cast to the City.

g. Prepare, print, and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.

i. Recount votes, if requested, in accordance with State law.

j. Conduct the above election duties in accordance with the Voting Right Act of 1975.

k. Perform all other pertinent services required to perform for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the City Clerk.

PASSED AND ADOPTED: June 1, 2026 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 2026-34 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 1, 2026.

Dated: June 1, 2026 Leslie B. Caviglia, City Clerk

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

File #: 25-0769 **Agenda Date:** 6/1/2026 **Agenda #:** 1.

Agenda Item Wording:
Public hearing authorizing Miscellaneous Special Assessments on Tulare County Secured Property Tax Roll - Adoption of Resolution 2026-18 which allows the City of Visalia to place Miscellaneous Special Assessments on the Tulare County secured property tax roll for Sewer Connection, Deferred Impact Fees, Property and Business Improvement District, Northeast Improvement District, Landscape and Lighting Maintenance District, Landscape and Lighting Parks Construction, Open Space Assessment District, Laura and Atwood Water Main Assessment District, Delinquent Utilities, Code Enforcement, and Weed & Lot Abatement.

Agenda Date: 06/01/2026

Prepared by: Ruth Pena, Financial Analyst, Ruth.Pena@visalia.gov, (559) 713-4327; Renee Nagel, Finance and Technology Director, Renee.Nagel@visalia.gov, (559) 713-4375.

Department Recommendation: It is recommended that the City Council conduct a public hearing to allow individuals an opportunity to protest any charges they believe are being assessed improperly. After holding the Public Hearing, it is recommended the Visalia City Council adopt Resolution 2026-18 which allows the City of Visalia to place Miscellaneous Special Assessments on the Tulare County secured property tax roll for collection.

Summary:
Each year, the Council considers a Resolution to place assessments on the property tax roll for collection. The total parcels and amounts requested to be placed on the tax roll are preliminary until the final filing date of August 10, 2026, with the Tulare County Auditor-Controller's Office. Until the filing date, the list may change due to payments being received or parcel numbers being removed if they are not active in the County database. The final list, and its assessments, will not increase from the preliminary listing. The only changes that will occur will result in a decrease in parcels submitted and dollar amount assessed. A final listing of the parcel numbers and amounts assessed will be available after August 31, 2026.

The preliminary amount for fiscal year 2026/27 is $11,286,448 and will be assessed on 26,594 parcels. It is possible that some parcels may receive more than one type of assessment, resulting in a reduction in the number of actual parcels being assessed.

Background Discussion:
The placing of miscellaneous special assessments on the Tulare County secured property tax roll is an annual process which allows the City to collect fees for three general categories:

1. Agreements Entered Into at the Property Owner's Request
   - Curb and Gutter
   - Sewer Connection

- Deferred Impact Fees

2. Special District Assessments
   - Property and Business Improvement District
   - Northeast Improvement District
   - Landscape and Lighting Maintenance District
   - Landscape and Lighting Parks Construction
   - Open Space Assessment District
   - Laura and Atwood Water Main Assessment District

3. Delinquent Service Charges
   - Utilities
   - Code Enforcement
   - Weed and Lot Abatement

City departments are responsible for calculating and levying the charges and fees for the services they render, and the assessments they administer. The property owners are notified of the tax roll assessment individually, and in accordance with the applicable law, at: 1) the time of the agreement, as in the case of the owner requested services; 2) through a balloting process, as in the case of assessments in Landscape and Lighting Districts that do not have an automatic annual increase provision; and 3) receipt of a 45 day notice by mail, as in the case of delinquent service charges. Property owners are also notified of the tax roll assessment through a 10-day notice of the Public Hearing published in the newspaper by the City Clerk. All notifications and public hearings are in accordance with the Visalia Ordinance Code, Proposition 218, and California Law.

A preliminary listing, including the parcel number and the dollar amount to be assessed will be on file with the City Clerk after June 1, 2026. The listing is preliminary until the final filing date of August 10, 2026, with the Tulare County Auditor-Controller's Office. Until the filing date, the list may change due to payments being received or parcel numbers being removed due to not yet being active in the County database. The final list will not increase from the preliminary listing. The only changes that will occur will result in a decrease in parcels submitted and the dollar amount assessed. A final listing of the parcel numbers and amounts assessed will be on file with the City Clerk after August 31, 2026.

A comparison of the FY 2026/27 current year preliminary assessments with the 2025/26 prior year preliminary assessments is shown in Table 1: Tax Roll Summary. The table shows an increase of 391 parcels in this year's tax roll compared to last year. Majority of this increase is due to the new Landscape and Lighting Districts being formed.

TABLE 1: TAX ROLL SUMMARY

	Preliminary				Change from prior Year	
	FY 2025/26		FY 2026/27		Increase/(Decrease)	
	# of Parcels	$ Amount	# of Parcels	$ Amount	# of Parcels	$ Amount
Owner Requested Services						
Curb & Gutter	-	$ -	-	$ -	-	$ -
Sewer Connection	53	51,018	59	59,234	6	8,216
Deferred Impact Fees	1	163,061	1	72,434	-	(90,627)
Subtotal	54	$ 214,079	60	$ 131,668	6	$ (82,411)
Special District Assessments						
Property & Business Improvement Dist	275	$ 447,796	274	$ 447,475	(1)	$ (321)
Northeast Improvement District	3,234	156,386	3,233	156,342	(1)	(44)
Landscape & Lighting Maintenance Dist	19,806	6,804,139	20,345	8,718,222	539	1,914,083
Landscape & Lighting Parks Construction	256	23,675	256	23,675	-	-
Open Space Assessment District	137	13,368	143	17,796	6	4,428
Orchard Walk Utility Assess Dist	17	48,969	-	-	(17)	(48,969)
Laura & Atwood Water Main Assess Dist	18	20,021	18	20,021	-	-
Subtotal	23,743	$ 7,514,354	24,269	$ 9,383,531	526	$ 1,869,177
Delinquent Service Charges						
Utilities	1,718	$ 1,070,651	1,683	$ 1,152,699	(35)	$ 82,048
Code Enforcement	640	573,679	517	530,839	(123)	(42,840)
Weed & Lot Abatement	48	56,751	65	87,711	17	30,960
Subtotal	2,406	$ 1,701,081	2,265	$ 1,771,249	(141)	$ 70,168
Total	**26,203**	**$ 9,429,514**	**26,594**	**$ 11,286,448**	**391**	**$ 1,856,934**

Attachment 2 provides a comparison of FY 2025/26 preliminary and final numbers and the FY 2026/27 preliminary numbers. The final tax roll is always less than the preliminary tax roll due to property owners making payments until the final list is submitted to the County.

The following are descriptions of the categories, the types of assessments within each category and the preliminary amounts expected to roll to taxes in FY 2026/27 for each assessment.

1. **Agreements Entered Into at the Property Owner's Request**
   The assessments below are supported by an agreement between the City of Visalia and the property owner.

   - **Curb & Gutter: No Assessment**
     There are no new assessments for the construction of curb and gutter or sidewalk.

- **Sewer Connection: 59 Parcels totaling $59,234**
  These assessments are for the construction of the main line and lateral for connection to the Visalia Wastewater Treatment Plant for property owners that opted to pay connection costs through their property tax bill over a five- or ten-year period. A 5% interest rate is charged on the outstanding principal balance each year.

- **Deferred Impact Fees: 1 Parcel totaling $72,434**
  These assessments are for certain eligible companies whose operations meet specific guidelines established by City Ordinance. The ordinance allows these companies to elect to pay their development impact fees over five years on the property tax roll.

2. Special District Assessments

The following assessments represent Special Districts that are placed on the Tulare County secured property tax roll. Proposition 218 requires that any increase be approved by a vote of the property owners unless the district was created with or has implemented a benefit assessment increase allowance.

- **Property and Business Improvement District (PBID): 274 Parcels totaling $447,475**
  PBID V, with a term of January 1, 2020, through December 31, 2029, was approved on July 15, 2019. The PBID District will benefit from the improvements, projects, programs and activities funded by the assessments. With the approval of Council, the funds are administered by the Downtown Property Owners Association (POA) which was created for this specific purpose. The POA currently subcontracts the daily operation of the PBID to Downtown Visalians, Inc, a non-profit organization formed to improve the image and economic vitality of the downtown commercial district.

  The PBID preliminary amount shown above represents the portion of PBID assessments which can be placed on the tax roll. The remaining PBID assessments are for properties owned by public agencies, which do not pay property tax, and will be billed through City Accounts Receivable. The City Council received the annual report on May 18, 2026. No increase was proposed for 2026/27. The amount is the same as 2025/26.

- **Northeast Improvement District: 3,233 Parcels totaling $156,342**
  This special assessment is for the Northeast Open Space, and the assessments are used to develop and maintain the Northeast Area Specific Plan. This includes the maintenance of the landscape and lighting along the medians in St. Johns Parkway, Mill Creek Parkway, Lovers Lane and improvements along Houston Ave.

- **Landscape & Lighting Maintenance Districts (L&L): 20,345 Parcels totaling $8,718,222**
  These special assessments are for the maintenance of improvements in L&L Maintenance Districts. This includes the annual cost of maintaining common area real property improvements in and around specific subdivisions. Each subdivision parcel shares equally in the annual cost of the landscape maintenance. In general, additions to L&L districts lag a year or two when being added to the tax roll. The increase in parcels is due to the creation of new districts and annexations into existing districts. Increases in assessments may be due to these newly added parcels, automatic assessment increases, or the result of a ballot process.

- **Landscape & Lighting Parks Construction: 256 Parcels totaling $23,675**
  These special assessments are for park construction costs that have been financed through a General Fund loan to be repaid over a 20-year period. The FY25/26 assessments are for the Majestic Park loan which will be paid off by 2036.

- **Open Space Assessment District: 143 Parcels totaling $17,796**
  These special assessments are for costs related to maintenance of landscaping in the district.

- **Orchard Walk East/West Utility District: No Assessment**
  These special assessments are for the debt service costs of bonds related to improvements for underground utilities. The formation of this Assessment District was approved on October 19, 2009, and the bonds will mature on September 2, 2026. As of June 30, 2025, the principal balance was $45,000, which will be paid off by June 30, 2026.

- **Laura and Atwood Water Main Assessments: 18 Parcels totaling $20,021**
  These special assessments are for extending Cal Water Service water mains to homes in the Laurel and Atwood Street neighborhoods. The cost of the extensions is being repaid from a 15 -year bond assessment which the property owners will repay with their property tax payment at 4% interest. The balance is scheduled to be paid off in 2030. As of June 30, 2025, $88,248 of the principal balance remained outstanding.

3. **Delinquent Service Charges**
   The remaining assessments are collection charges which provide a means for the City of Visalia to annually collect money owed to the City which the City has not been able to collect through the normal billing process.

   - **Utilities: 1,683 Parcels totaling $1,152,699**
     These assessments are used for accounts with delinquent service charges for refuse and/or sewer service. Delinquencies collected in this manner are limited to amounts owed in the property owner's name at the specific parcel. For delinquent accounts owed by property owners, Finance recalls the uncollected debt from the collection agency and places the past due amount on the tax roll.

   - **Code Enforcement: 517 Parcels totaling $530,839**
     These assessments are for code enforcement cost recovery fees, which are based upon administrative costs and costs of enforcement. The fees included are for building, fire department, natural resource conservation, and animal control code violations.

   - **Weed and Lot Clearing: 65 Parcels totaling $87,711**
     These assessments are for the clearing of weeds and/or other material that pose a fire hazard on properties. These are assessed by the Fire Department.

Any items contested by property owners will return to Council at the June 15, 2026, meeting with details on the assessment. These items will require a separate vote.

Fiscal Impact including annual maintenance and operating costs: If not approved, this will negatively affect several funds and could potentially require increased fees and charges to offset non

-collectable accounts through alternative billing methods.

Prior Council Action: Council has authorized Finance to submit the annual tax roll for many years to ensure collection of special assessment fees and delinquent service charges.

Alternatives: Do not authorize Finance to submit the tax roll. This will negatively affect several funds and could potentially require increased fees and charges to offset non-collectable accounts through alternative billing methods.

Recommended Motion (and Alternative Motions if expected):
I move to adopt Resolution 2026-18 which allows the City of Visalia to place Miscellaneous Special Assessments on the Tulare County secured property tax roll for Sewer Connection, Deferred Impact Fees, Property and Business Improvement District, Northeast Improvement District, Landscape and Lighting Maintenance District, Landscape and Lighting Parks Construction, Open Space Assessment District, Laura and Atwood Water Main Assessment District, Delinquent Utilities, Code Enforcement, and Weed & Lot Abatement.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/01/2026

Attachments: Attachment 1; Resolution 2026-18; Attachment 2: Tax Roll Summary

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☐ Organizational Excellence	☒ Fiscal Strength	☐ Infrastructure & Growth	☐ Quality of Life

ATTACHMENT 1

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA CERTIFYING TO THE COUNTY THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE MISCELLANEOUS SPECIAL ASSESSMENTS ON THE SECURED TAX ROLL

WHEREAS, Section 25831 of the Government Code and Section 40059 of the Public Resources Code establishes the procedure for collection of solid waste fees remaining unpaid to the local agency for 60 days or more; and

WHEREAS, Sections 38771-38775 of the Government Code authorizes cities to declare what constitutes a nuisance, establish a procedure for the abatement of a nuisance, and make the cost of abatement of a nuisance a special assessment against the parcel; and

WHEREAS, Sections 5610-5630 of the Streets and Highways Code authorizes cities to recover the costs of repairing sidewalks, curbs, and gutter as a special assessment, Sections 22500-22679 authorize the creation of landscape and lighting assessment districts ; and

WHEREAS, the City is a charter law city under the laws of the State of California and authorized to possess, and exercise all powers and rights vested in said City of Visalia, under its charter, the Constitution of California and the laws of the state, and all powers which a municipal corporation may lawfully possess or exercise under the Constitution of California, which include but are not limited to the sewer services, creation of assessment districts, creation of underground utility districts, and for the collection of development impact fees; and

WHEREAS, the written notices have been mailed to all delinquent accounts, and the required public hearings have been held as specified by the Visalia Ordinance Code; and

WHEREAS, a public hearing was held on June 1, 2026; and

WHEREAS, the City is placing miscellaneous special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the special assessments have been levied in accordance with a particular benefit to each parcel to be assessed without regard to its assessed valuation; and

WHEREAS, the Sewer Connection special assessments are for the construction of the service lateral and for connection to the Visalia Waste Water Treatment Plant for the specific parcel; and

WHEREAS, the Deferred Impact Fee special assessments are for the development impact fees of eligible companies whose operations have met the specific guidelines established by City Ordinance; and

WHEREAS, the Property and Business Improvement District special assessments are for the improvements, projects, programs and activities of the Visalia downtown; and

WHEREAS, the Northeast Improvement District special assessments are used to develop and maintain the Northeast Area Specific Plan; and

WHEREAS, the Landscape & Lighting Maintenance District special assessments are used for maintenance and operation of the improvements situated in the specific Maintenance District; and

WHEREAS, the Landscape & Lighting Parks Construction special assessments are used for the repayment of a General Fund loan that financed the construction of Majestic Park in the Woodside Sousa District ; and

WHEREAS, the Open Space District special assessments are used for maintenance and operation of the improvements situated in the specific Maintenance District; and

WHEREAS, the Laura and Atwood Water Main special assessments are for the repayment of a 15 year bond for water main extensions in these specific neighborhoods; and

WHEREAS, the Delinquent Utilities special assessments are used for the payment of delinquent service charges for refuse and/or sewer service that are billed for city services only accounts; and

WHEREAS, the Code Enforcement special assessments are used for the cost recovery of Code Enforcement fees for the specific parcel; and

WHEREAS, the Weed & Lot Abatement special assessments are used for the clearing of weeds and other materials from lots which pose a fire hazard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Visalia that the list submitted with parcel numbers, and amount are certified as being correct, the Finance Director is hereby directed to give the list to the Tulare County Auditor for placement on the secured tax roll for collection:

1. Sewer Connection special assessments,
2. Deferred Impact Fee special assessments,
3. Property and Business Improvement District special assessments,
4. Northeast Improvement District special assessments,
5. Landscape and Lighting Maintenance District special assessments,
6. Landscape and Lighting Parks Construction special assessments,
7. Open Space District special assessments,
8. Laura and Atwood Water Main special assessments,
9. Delinquent Utilities special assessments,
10. Code Enforcement special assessments,
11. Weed and Lot Abatement special assessments.

PASSED AND ADOPTED: June 1, 2026 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 2026-18 passed and adopted by the Council of the City of Visalia at a regular meeting held on June 1, 2026.

Dated: June 1, 2026 LESLIE B. CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

ATTACHMENT 2

Tax Roll Summary

	FY 2025/26 - Preliminary		FY 2025/26 - Final		FY 2026/27 - Preliminary		Change from prior Year Increase/ (Decrease)	Change from prior Year Increase/ (Decrease)
	# of Parcels	$ Amount	# of Parcels	$ Amount	# of Parcels	$ Amount	# of Parcels	$ Amount
Owner Requested Services								
Curb & Gutter	-	$ -	-	$ -	-	$ -	-	$ -
Sewer Connection	53	51,018	52	49,922	59	59,234	7	9,312
Deferred Impact Fees	1	163,061	1	163,061	1	72,434	0	(90,627)
Subtotal	54	$ 214,079	53	$ 212,983	60	$ 131,668	7	$ (81,315)
Special District Assessments								
Property & Business Improvement District	275	$ 447,796	274	$ 447,475	274	$ 447,475	-	$ -
Northeast Improvement District	3,234	156,386	3,233	156,342	3,233	156,342	0	-
Landscape & Lighting Maintenance Districts	19,806	6,804,139	20,238	6,803,131	20,345	8,718,222	107	1,915,091
Landscape & Lighting Parks Construction	256	23,675	256	23,675	256	23,675	0	-
Open Space Assessment District	137	13,368	137	13,368	143	17,796	6	4,428
Orchard Walk Utility Assessment District	17	48,969	17	48,969	0	-	(17)	(48,969)
Laura & Atwood Water Main Assessment District	18	20,021	18	20,021	18	20,021	0	-
Subtotal	23,743	$ 7,514,354	24,173	$ 7,512,981	24,269	$ 9,383,531	96	$ 1,870,550
Delinquent Service Charges								
Utilities	1,718	$ 1,070,651	1,128	$ 838,765	1,683	$ 1,152,699	555	$ 313,934
Code Enforcement	640	573,679	452	370,049	517	530,839	65	160,790
Weed & Lot Abatement	48	56,751	42	50,183	65	87,711	23	37,528
Subtotal	2,406	$ 1,701,081	1,622	$ 1,258,997	2,265	$ 1,771,249	643	$ 512,252
Total	**26,203**	**$ 9,429,514**	**25,848**	**$ 8,984,961**	**26,594**	**$ 11,286,448**	**746**	**$ 2,301,487**

VISALIA
A BETTER WAY OF LIVING

Finance Department

2026-27
Tax Roll Assessments

June 1, 2026



TAX ROLL PROCESS

- Annual Council Approval: Council reviews and approves all assessments placed on the Tax Roll annually.
- Contested Items: Any items contested during the Public Hearing will be discussed in detail at the following Council meeting.
- County Deadline: Final parcel lists and assessment amounts must be submitted to the County by August 10th.
- Payment Deadline: Property owners can make payments until June 30th, which will reduce the assessment presented tonight.

TAX ROLL CATEGORIES

1. Owner Requested Services

2. Special District Assessments

3. Delinquent Service Charges

OWNER REQUESTED SERVICES

Owner Requested Services Total: $131,668

- oSewer Connection: $59,234 (59 parcels)
- oDeferred Impact Fees: $72,434 (1 parcel)

SPECIAL ASSESSMENTS

Special Assessments Total: $9,383,531

- Property & Business Improvement District (PBID): $447,475 (274 parcels)
- Northeast Improvement District: $156,342 (3,233 parcels)
- Landscape & Lighting Districts: $8,718,222 (20,345 parcels)
- Landscape & Lighting Parks Construction: $23,675 (256 parcels)
- Open Space District: $17,796 (143 parcels)
- Laura & Atwood Assessments: $20,021 (18 parcels)

DELINQUENT SERVICE CHARGES

Delinquent Service Charges Total: $1,771,249

- oDelinquent Utilities: $1,152,699 (1,683 parcels)
- oCode Enforcement: $530,839 (517 parcels)
- oWeed & Lot Abatement: $87,711 (65 parcels)

ASSESSMENT SUMMARY

	Preliminary				Change from prior Year	
	FY 2025/26		FY 2026/27		Increase/(Decrease)	
	# of Parcels	$ Amount	# of Parcels	$ Amount	# of Parcels	$ Amount
Owner Requested Services						
Sewer Connection	53	51,018	59	59,234	6	8,216
Deferred Impact Fees	1	163,061	1	72,434	-	(90,627)
Subtotal	54	$ 214,079	60	$ 131,668	6	$ (82,411)
Special District Assessments						
Property & Business Improvement Dist	275	$ 447,796	274	$ 447,475	(1)	$ (321)
Northeast Improvement District	3,234	156,386	3,233	156,342	(1)	(44)
Landscape & Lighting Maintenance Dist	19,806	6,804,139	20,345	8,718,222	539	1,914,083
Landscape & Lighting Parks Construction	256	23,675	256	23,675	-	-
Open Space Assessment District	137	13,368	143	17,796	6	4,428
Orchard Walk Utility Assess Dist	17	48,969	-	-	(17)	(48,969)
Laura & Atwood Water Main Assess Dist	18	20,021	18	20,021	-	-
Subtotal	23,743	$ 7,514,354	24,269	$ 9,383,531	526	$ 1,869,177
Delinquent Service Charges						
Utilities	1,718	$ 1,070,651	1,683	$ 1,152,699	(35)	$ 82,048
Code Enforcement	640	573,679	517	530,839	(123)	(42,840)
Weed & Lot Abatement	48	56,751	65	87,711	17	30,960
Subtotal	2,406	$ 1,701,081	2,265	$ 1,771,249	(141)	$ 70,168
Total	**26,203**	**$ 9,429,514**	**26,594**	**$ 11,286,448**	**391**	**$ 1,856,934**

ACTION REQUIRED TONIGHT

- Conduct Public Hearing: Allow public testimony or protest regarding any proposed property tax roll assessments.

- Council Action: Approve the 2026-27 Tax Roll for all non-protested items.


VISALIA

Visalia City Council

Staff Report

File #: 25-0837 **Agenda Date:** 6/1/2026 **Agenda #:** 2.

Agenda Item Wording:
Ordinance Adoption - Public hearing and first reading of Ordinance No. 2026-04 to amend Visalia Municipal Code Title 16 (Subdivisions) to implement a streamlined process for small and simple maps.

Agenda Date: 06/01/2026

Prepared by:
Jarred Olsen, AICP, Principal Planner, jarred.olsen@visalia.gov, (559) 713-4449
Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.gov, (559) 713-4025

Department Recommendation: Staff recommends that the Visalia City Council hold a public hearing, receive a presentation and staff report, and introduce the first reading of Ordinance No. 2026-04 amending Visalia Municipal Code Title 16 (Subdivisions) as detailed in the attached Ordinance No. 2026-04, and summarized in the staff report below.

Summary:
Since staff last discussed this item with Council on March 2, 2026, Council directed staff to initiate the subdivision ordinance amendment and to study what streamlining 20% of the lots (from 6%) would look like in terms of a dwelling unit threshold. Staff determined that increasing the threshold from 6% to 20% would result in a doubling of the previously proposed streamlining threshold of 80 lots to 160 lots. Staff conducted outreach with the local Building Industry Association and the reception was positive. The proposed ordinance amendment also contains some housekeeping items to reflect department practice. On May 11, 2026, staff presented the ordinance changes including the 160-lot/unit threshold to the Planning Commission who voted unanimously to recommend approval of the ordinance, subject to an 80-lot/unit threshold.

Please note as provided in the proposed motion(s), the City Council can elect to retain the 80-lot/unit threshold as recommended by Planning Commission or establish the 160-lot/unit threshold as initially presented by Planning staff to the Planning Commission.

Background Discussion:
This request, to amend the Subdivision Ordinance to streamline small and simple maps, was initiated by the Council on March 2, 2026. Consistent with the City's General Plan's Housing Element Policy 5.8, which states, "The City shall work to remove governmental constraints to housing development" staff has identified a potential avenue to reduce governmental constraints to housing developments by streamlining the subdivision process. Qualifying maps that meet applicable City of Visalia standards would have a presumption of approval and could be approved by City staff. The public would still be notified of the proposed maps, have the opportunity to review the proposed maps, and submit comments or objections to the maps, but there would not be a public meeting to consider

adoption. Written findings describing the basis for the approval would be required and those written findings would be made publicly available. Members of the public would also be able to file an appeal of the decision approving the map. Map appeals would be required to be held at a public meeting.

20% Lots Calculation:

Based on input received from the Council, staff evaluated the lot count necessary to capture approximately 20 percent of total lots processed. This analysis indicates that approximately 1,263 lots (20 percent) would need to be included. The closest practical breakpoint identified in the data would be a 160-lot threshold, which captures approximately 1,227 lots (19 percent) across those past projects. This would increase the number of maps that would have been subject to Subdivision Streamlining Ordinance (SSO) from 10 maps (based on an 80-lot threshold) to 17 maps (based on a 160-lot threshold). Despite the lot percentage being tripled, the lot count threshold would only be doubled, and would equate to around 1.7 maps per year that would qualify under an SSO. Table 1 below depicts the calculation and other related data.

Table 1. Residential Map and Lot Statistics

	No. Maps	No. Lots	% of Total Lots	Lot Count of Largest Map
Total Maps	58	6,315		
No Additional Er Required (i.e., An CUP, PRD, GPA/C	22	2,143	34%	239
≤ 80 Lots	10	344	6%	73
20% of Lots Pr		1,263	20%	
Nearest 20%	17	1,227	19%	160

The additional maps that would have been subject to SSO (seven in total) are included in Exhibit “A” for reference. These subdivisions met all City standards and exuded little controversy. The “Visalia 35” subdivision did receive some scrutiny from adjacent neighbors-however their concerns revolved around having multiple lots adjacent to a neighbor’s lot and did not revolve around subdivision approval findings that would have warranted the project be denied or modified. Adopting the proposed streamlining ordinance would not have precluded these neighbors from exercising their due process rights. Staff found no issue specific to the lot count or area that would warrant a different recommendation. Based on this analysis, staff’s recommendation to Planning Commission was to support a 160-unit threshold since this amount resulted in both a closer percentage and absolute number of units, however Planning Commission elected to keep the 80-unit threshold. This is discussed in greater detail under the Planning Commission Public Hearing section of this staff report.

Potential Future Effects:

Development requiring annexation into the City would not be eligible to utilize the SSO. The proposal is geared towards reducing constraints on qualifying sites within the City. Staff reviewed the Sites Inventory list <https://www.visalia.gov/DocumentCenter/View/955/6th-Cycle-2023-to-2031-Housing-

Element---Amended-Certified-by-State-2-12-2025-PDF>, which is a list of all sites or parcels within the City that are capable of accommodating residential development, found in the City's adopted Housing Element to determine the impact the SSO could have on those sites. Table 2 below provides a breakdown of the number of sites and units that could be streamlined on those sites.

Table 2. Sites Eligibility by Streamlining Measure

	Sites	Acres	Potential Units	% of Total Units
Total Sites	186	609	7,869	
R-S Sites	44	299	1,420	24%
SB 9 / Urban Lo	5	1	20	3%
SB 1123 / Small Developments	17	23	115	9%
SSO-Eligible, 80	19	123	604	10%
SSO-Eligible, 16	1	35	96	1%
Not Eligible for S	2	117	585	1%

Of the 44 remaining R-S (single-family residential) zoned sites, which have an estimated capacity of 1,420 units, approximately 45% of those sites would be eligible for streamlining under this proposed ordinance. It should be noted that SSO eligibility presumes the qualifying site would not be seeking any type of exception or modification to City standards as part of the approval, if so, then the site would no longer be SSO eligible. Increasing the threshold from 80 lots to 160 lots would likely only result in one additional map totaling 96 lots. A map depicting where these sites can be found is provided in Exhibit "B", in addition to sites that may be subject to the streamlining ordinance under other provisions required by State law (i.e., SB 9, SB 1123, etc.). The majority of these sites are located in the northeast quadrant of the city, generally around Goshen and Houston Avenues.

Only two sites totaling 585 units would not be eligible for streamlining. These sites are 45 and 72 acres each, accommodating 225 lots and 360 lots, respectively. The smaller of the two sites was recently approved last August with the 320-lot "Ritchie Ranch" planned residential development.

Public Outreach:
On April 16, 2026, staff met with members of the Building Industry Association of Tulare and Kings Counties to discuss the proposed streamlining ordinance. Questions asked revolved around the rationale for an 80-unit threshold. Reception was naturally overwhelmingly positive, and support to increase the 80-unit threshold was met with positive comments.

Project Analysis:
Table 3 below briefly summarizes the changes that are proposed in relation to the chapter of the Subdivision Ordinance proposed to be modified.

Table 3. Summary of Proposed Subdivision Ordinance Changes

Chapter No., Title	Changes

16.04, General Provisions	• Tentative map responsibilities between Planning City Manager (or their designee) are divided based small and simple maps threshold. • Urban lot splits subdivision approvals are assigned to the City Plan granting time extension for tentative maps. • A revi added based on the application type for quicker un and responsibilities.
16.08, Definitions	• Definitions are added to reflect new terms used in splits and small lot developments.
16.12, Design and Construction Standards	• References to the decision making body/official a reduce confusion.
16.16, Tentative Subdivision Maps	• This chapter title was revised to simply reference which are planning documents used to either creat or Parcel Map. • The timing of when staff reports a and simple maps was revised. • The hearing and n for small and simple maps was revised. The depart noticing Planning Commission hearings in the new Duplicative procedure discussions revolving aroun variances were removed.
16.17, Urban Lot Splits	• This is a new chapter designed to accommodate proposed under SB 9 (2021).
16.18, Small Lot Subdivision	• This is a new chapter designed to accommodate proposed under SB 683 and SB 1123.
16.20, Vesting Tentative Maps 16.24, Final Maps	• Minor revisions are made consistent with change
16.28, Parcel Maps	• This chapter was revised to consolidate language to focus primarily on the preparation and process o Final Map of 4-lot subdivisions.) • Minor revisions a to processing (e.g. electronic copies)
16.32, Lot Line Adjustments	• Minor revisions are made consistent with change Internally-conflicting language is removed.
16.48, Environmental Impact Mitigation	• This section revolved around mitigating school ov Bill 50, adopted in 1998, limits the City and the sch mitigate a development's contribution to school ove payment of development impact fees. This section and is proposed to be removed.

Planning Commission Public Hearing: The Planning Commission, at their May 11, 2026 meeting, voted unanimously to recommend approval of the proposed ordinance amendment with an 80-lot threshold rather than the staff-recommended 160-lot threshold. Several Planning Commissioners stated concerns over larger subdivision approvals without assessing the effect of a smaller threshold,

hasty approvals, and a lack of checks and balances. No other individuals spoke on the item.

In response to Planning Commission's concerns, staff would like to reiterate that projects that would be subject to this streamlining ordinance would be required to comply with the General Plan and zoning ordinance and seek no special deviation or request from City standards. Projects that comply with all requirements are typically much easier to review and make decisions on. The proposed ordinance would maintain the existing appeals process, should a member of the public or the applicant have concerns worth elevating to Planning Commission, and if necessary, to City Council. This information was provided to the Planning Commission during their discussion of the proposed ordinance amendment.

Please note should Council wish to pursue the 160-lot threshold, staff would like to inform Council that the Planning Division sees no potential issue capacity-wise to handle the 160-lot threshold.

Fiscal Impact including annual maintenance and operating costs: None at this time. If the ordinance is adopted, staff anticipates operational cost savings on a per-application basis. The streamlining measure could encourage the submittal of more applications, increasing department revenue.

Prior Council Action: On March 2, 2026, your Council voted to initiate this subdivision ordinance amendment, with direction to also look into streamlining potentially more projects.

Alternatives: The City Council may, in lieu of the recommended motion, consider any of the following alternative motions:

1. Introduce the first reading of Ordinance No. 2026-04, with modifications to the Subdivision Ordinance Amendment, as directed by City Council, or
2. Deny Ordinance No. 2026-04 in whole or in part, or
3. Return the item to the Planning Commission for further consideration.

Recommended Motion (and Alternative Motions if expected):
I move to introduce for first reading of Ordinance No. 2026-04, amending Visalia Municipal Code Title 16 (Subdivisions) to implement a streamlined process for small and simple maps to include an 80-lot threshold,

Or,

I move to introduce for first reading of Ordinance No. 2026-04, amending Visalia Municipal Code Title 16 (Subdivisions) to implement a streamlined process for small and simple maps to include a 160-lot threshold.

Environmental Assessment Status: N/A

CEQA Review: The requested action would be considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA). The proposed subdivision ordinance would not create a ministerial process. 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 a common sense 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.

Deadline for Action: N/A

Attachments:
Exhibit "A" - Ordinance No. 2026-04
Exhibit "B" - Additional maps that would have subject to SSO under a 160-lot threshold
Exhibit "C" - Map of SSO-Eligible Sites
PowerPoint presentation

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒  **Economic Vitality**	☒  **Organizational Excellence**	☒  **Fiscal Strength**	☐  **Infrastructure & Growth**	☒  **Quality of Life**

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA AMENDING TITLE 16 (SUBDIVISIONS) OF THE VISALIA MUNICIPAL CODE PERTAINING TO A STREAMLINED APPROVAL PROCESS AND TO ESTABLISH PROCEDURES FOR URBAN LOT SPLITS AND STARTER HOME SUBDIVISIONS

WHEREAS, this ordinance amendment, as depicted in Exhibit "A" ("Ordinance"), is a request by the City of Visalia ("City") to add to and amend regulations within the Visalia Municipal Code Title 16 (Subdivisions) pertaining to streamlining simple maps, and the ministerial approval of urban lot splits, and starter home subdivisions; and,

WHEREAS, this ordinance amendment, as depicted in Exhibit "A", includes ordinances to implement the starter home subdivision provisions of the Starter Home Revitalization Act of 2021 (Chapter 8 of Division 2 of Title 7 of the California Government Code) and the urban lot split provisions of Senate Bill 9 (2021); and,

WHEREAS, as required by California law, the City has prepared an update (i.e., 6th Cycle Update) to its Housing Element to reflect the current Regional Housing Needs Allocation (RHNA) cycle of 2023-2031; and,

WHEREAS, Policy 5.8 adopted in the Housing Element is to work to remove governmental constraints to housing development; and,

WHEREAS, the City has initiated a subdivision ordinance amendment to update its existing ordinance pertaining to (1) streamline the decision-making process of simple subdivisions and (2) ministerial approvals of starter home subdivisions and urban lot splits; and,

WHEREAS, the Planning Commission of the City ("Planning Commission"), after duly published notice, held a public hearing before said Commission on May 11, 2026; and,

WHEREAS, the Planning Commission recommended approval of the Ordinance as presented in Exhibit "A"; and,

WHEREAS, the Planning Commission recommended that the City Council of the City of Visalia ("City Council") find that the project is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Government Code Sections 66411.7(n), 66499.41(i), and California Code of Regulations Section 15061(b)(3) which exempts ordinances implementing Senate Bill 9 (2021) and the Starter Home Revitalization Act of 2021, as the proposed zone text amendment will not in and of themselves have an effect on the environment and recommended that the City Council approve the ordinance amendment; and,

WHEREAS, the City Council, after duly published notice, held a public hearing before said City Council on _____, and introduced said Ordinance for first reading on that date; and,

WHEREAS, the City Council held a second reading of said Ordinance on _____; and,

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to Government Code Sections 66411.7(n), 66499.41(i), and California Code of Regulations Section 15061(b)(3).

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

1. Ordinance No. 2026-04 is consistent with the General Plan.
2. Adopting Ordinance No. 2026-04 is in the best interest of the City of Visalia.
3. Ordinance No. 2026-04, is approved, as contained in Exhibit "A" of this Ordinance.

Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

Effective Date. This Ordinance shall take effect thirty days after its adoption.

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

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

STATE OF CALIFORNIA)

COUNTY OF TULARE) ss.

CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2026-04 passed and adopted by the Council of the City of Visalia at a regular meeting held on _____, and certify a summary of this ordinance will be published in a newspaper of general circulation.

Dated: _____ LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

EXHIBIT “A”

Ordinance No. 2026-04

Section 1. Visalia Municipal Code Title 16 (Subdivisions) is hereby amended to read as follows, as specified by *underline and italics* for additions and ~~strikeout~~ for deletions:

Title 16
SUBDIVISIONS

Chapters:

16.17 Urban Lot Splits

16.18 Starter Home Subdivisions

16.48 ~~Environmental Impact Mitigation~~*[Reserved.]*

Chapter 16.04
GENERAL PROVISIONS

Sections:

16.04.035 Review authorities for subdivision decisions.

16.04.010 Authority for local regulations.

This title is enacted pursuant to the provisions of Division 2 of Title 7 of the Government Code of the State of California, referred to herein as the Subdivision Map Act*, and may be referenced as the Subdivision Ordinance*.

16.04.030 Responsibilities.

A. City Attorney. The city attorney shall be responsible for approving as to form all subdivision improvement agreements and subdivision improvements securities.

B. City Council. The City Council shall have final jurisdiction in the approval of final maps if the acceptance of land and improvements is proposed for dedication to the city.

C. City Engineer. The city engineer or his/her designee shall be responsible for:

1. Establishing design and construction details, standards and specifications;

2. Determining if proposed subdivision improvements comply with the provisions of this title and the Subdivision Map Act and for reporting the findings together with any recommendations for approval, or conditional approval, of the tentative map to the city planner;

3. The processing and checking of final maps, parcel maps, reversion to acreage maps, amended maps, subdivision improvement plans, lot line adjustment maps, mergers and certificates of compliance;

4. The inspection and approval of subdivision improvements;

5. The approval of private *subdivision* improvements ~~(improvements not to be maintained by the city).~~;

6. Determine that all public facilities and improvements required of land divisions are adequate and provided pursuant to City standards.

D. Planning Commission. The Planning Commission is the designated official body charged with the duty of conducting public hearings, making investigations and reports on the design and improvement of proposed divisions of real property, the imposing of requirements or conditions thereon, and shall approve, conditionally approve or disapprove *tentative* maps *other than simple maps, notwithstanding tentative maps whose approval requires the certification of an Environmental Impact Report*.

E. City Planner. The city planner shall be responsible for:

1. Investigating proposed ~~subdivisions~~ *tentative maps* and parcel maps for conformity to the general plan, specific plans, and zoning ordinances of the city and reporting his finding together with recommendations for approval, conditional approval, or disapproval to the ~~Planning Commission~~ *Review Authority*;

2. Examining and certifying that final maps *and parcel maps in which a tentative map was required* are in substantial conformance to the approved or conditionally approved tentative map.

3. Approving or denying urban lot splits and starter home subdivisions;

4. Approving, conditionally approving, or disapproving time extensions for tentative maps.

F. Site Plan Review Staff. The Site Plan Review Staff shall be responsible for the review of tentative ~~parcel~~ maps, ~~tentative subdivision maps, vesting tentative subdivision maps,~~ and vesting tentative ~~parcel~~ maps and shall provide the subdivider~~, City Planner,~~ and the ~~Planning Commission~~*Review Authority* with ~~the committee~~*staff*'s comments, and requirements for conformance to city ordinances and policies.

G. Subdivider. The subdivider shall prepare maps consistent with the standards contained herein, design public improvements consistent with the public improvement standards of the city, and shall process said maps in accordance with the regulations set forth herein.

H. City Manager. The City Manager or their designee shall be the designated official charged with the duty of conducting hearings, making investigations and reports on the design and improvement of proposed divisions of real property, the imposing of requirements or conditions thereon, and shall approve, conditionally approve or disapprove simple maps.

16.04.035 Review authorities for subdivision decisions.

Table 16.04.035 identifies the Review Authority responsible for reviewing and making decisions on each type of subdivision application and other decision required by this Subdivision Ordinance. Any reference to a City official or authority shall include their authorized representative(s). Authorities referenced below with respect to a certain type of application as "Appeal" shall be considered an Appeal Body.

Table 16.04.035: Review authorities for subdivision decisions						
Type of Subdivision Application	***Role of Review Authority***					
	City Planner	***City Engineer***	***Site Plan Review Staff***	***City Manager***	***Planning Commission***	***City Council***
Nonresidential Tentative Maps						
Simple maps	*Advise*	*Advise*	*Advise*	*Decision*	*Appeal*	*Appeal*
All other tentative maps	*Advise*	*Advise*	*Advise*		*Decision*	*Appeal*
Residential Tentative Maps						
Simple maps	*Advise*	*Advise*	*Advise*	*Decision*	*Appeal*	*Appeal*
All other tentative maps	*Advise*	*Advise*	*Advise*		*Decision*	*Appeal*
Urban lot splits	*Decision*	*Advise*	*Advise*		*Appeal*	
Starter home subdivisions	*Decision*	*Advise*	*Advise*		*Appeal*	
Condominium Conversions	*Advise*	*Advise*	*Advise*		*Decision*	*Appeal*
Final and Parcel Maps	*Advise*	*Advise*				*Decision*
Time Extensions	*Decision*	*Advise*			*Appeal*	
Lot Line Adjustments	*Decision*		*Advise*		*Appeal*	

16.04.040 Appeals.

A. The subdivider or any interested person adversely affected may, upon payment of an appeal fee as may be established by resolution of the City Council, appeal any decision, determination, or requirement of the *Review Authority* ~~Planning Commission~~ by filing a notice thereof in writing with the city clerk, setting forth in detail the action and the grounds upon which the appeal is based within ten (10) days after the action that is the subject of the appeal. Such notice shall state specifically where it is claimed there was an error or abuse of discretion by the *Review Authority* ~~Planning Commission~~.

B. Upon the filing of an appeal, the *Appeal Body* ~~City Council~~ shall set the matter for hearing. Such hearings shall be held within thirty (30) days after the date of filing the appeal ~~or receipt of council member request~~. City clerk shall give notice of the hearing according to the procedure required for the initial action ~~by the Planning Commission~~, except that the timing of such notice shall be no less than ten (10) days before the hearing date.

C. In holding the hearing on the matter, the ~~council~~ *Appeal Body* may receive any and all information pertinent to the matter, regardless of whether such information was first presented to the ~~Planning Commission~~*Review Authority*. In the case of decisions by the ~~Planning Commission~~*Review Authority* that followed a public hearing, the ~~City Council~~*Appeal Body* shall hold a new public hearing on the matter.

D. Upon the close of the hearing, the ~~Council~~ *Appeal Body* shall vote to either:

1. ~~c~~*C*onfirm the decision of the ~~Planning Commission~~*Review Authority*;~~,~~

2. ~~o~~*O*verturn the decision;

3. ~~c~~*C*onfirm the decision with modifications*; or,*~~, and the Council may c~~

4. *C*ontinue the item to the next meeting ~~if necessary~~ to direct staff to prepare a conforming resolution with findings, which shall be considered by the ~~Council~~ *Appeal Body* at the*ir* next scheduled ~~Council~~ meeting.

~~In the case of tentative maps, the Council may also take any action identified in Section 16.16.120. Planning Commission.~~

16.04.050 Exceptions.

A. Petition. The ~~Planning Commission~~*Review Authority* may authorize conditional exceptions to any of the requirements and regulations set forth in this title. Application for any such exception shall be made by a petition of the subdivider stating fully the ground of the application and the facts relied upon by the petitioner. Such petition shall be filed with the tentative map of the subdivision and shall be on a form provided by the city. The application shall be accompanied by a fee as set forth from time to time by resolution of the City Council.

B. Findings.

1. In order for the property referred to in the petition to come within the provision of this section, it shall be necessary that the ~~Planning Commission~~*Review Authority* make the following findings:

a. That there are special circumstances and conditions affecting this property;

b. That the exception is necessary for the preservation and enjoyment of a substantial property right of the petitioner;

c. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.

2. In approving such exceptions the ~~Planning Commission~~*Review Authority* shall secure substantially the objectives of the regulations to which exceptions are requested, and shall act to protect the public health, safety, convenience and general welfare.

3. In approving any exception under the provisions of this section, the ~~Planning Commission~~*Review Authority* shall report its findings with respect thereto and all facts in connection therewith, and shall specifically and fully set forth the exception recommended and conditions designated.

16.04.080 Planned unit developments.

Where, in accordance with provisions of the zoning ordinance, a use permit has been granted authorizing a planned unit development on the land or a portion of the land proposed to be subdivided, the plan of the subdivision shall conform with the plan of the planned unit development as approved by the ~~Planning Commission and City Council~~*Review Authority*. Exceptions to the subdivision regulations that are necessary to execute the planned unit development ~~as approved by the Planning Commission and City Council~~ may be authorized by the ~~Planning Commission~~*Review Authority* in accordance with the provisions of Section 16.04.050.

16.04.085 School site dedications and reservations.

A. In considering the approval or the conditions of approval of a ~~parcel map or subdivision map, as those terms are defined in the Subdivision Map Act~~*tentative map*, the ~~City Council or the Planning Commission~~*Review Authority* may require the reservation or dedication of school sites in a manner that is consistent with the provisions of Government Code sections 66478 and 66479, provided that the ~~council or the commission, as the case may be,~~*Review Authority* is able to determine that the conditions enumerated in those sections~~, as they may from time to time be amended,~~ are applicable to the proposed ~~subdivision map or parcel~~*tentative* map.

B. The planning *and community preservation* director, in cooperation with the official designated by the Visalia Unified School District, shall develop and keep in place a policy establishing the manner in which this section shall be implemented by the City Planner and his or her designees. Such policy shall be established at the discretion of

the City Planner, provided the policy is consistent with the Government Code sections 66478 and 66479.

Chapter 16.08
DEFINITIONS

16.08.010 Definitions.

A. The following definitions shall be used to define words or phrases in this title. Whenever any words or phrases used in this title are not defined herein, but are defined in the Subdivision Map Act or in Title 17 (Zoning Ordinance), such definitions are incorporated herein and shall apply as though set forth herein in full, unless the context clearly indicates a contrary intention.

A person "acting in concert with the owner" means a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.

"Adjacent parcel" means any parcel of land that is (1) touching the parcel at any point; (2) separated from the parcel at any point only by a public right-of-way, private street or way, or public or private utility, service, or access easement; or (3) separated from another parcel only by other real property which is in common ownership or control of the applicant.

"Appeal Body" means the Planning Commission in the event of an appealed decision of the City Manager or City Planner, or the City Council in the event of an appealed decision of the Planning Commission.

"Arterial streets" means streets intended to provide the majority of the city's traffic carrying capacity; provides connections to the freeway system and to collector streets; provides access to major travel generators; typically designed with four lanes for through traffic, two parking/transit/right-turn lanes, and a median with single left-turn lane at intersections.

"Block" means the area or parcels of land that is entirely bounded by subdivision boundaries, streets, highways or railroad tracks, excepting alleys.

"Car share vehicle" means a motor vehicle that is operated as part of a regional fleet by a public or private care sharing company or organization and provides hourly or daily service.

"Collector streets" means streets intended to provide connectivity between local streets and the arterial street system; also provides access to adjacent land uses; typically designed with two lanes for through traffic, two parking/transit lanes and a median for left-turn access.

"Common ownership or control" means property owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns ten percent or more of the interest in the property.

"Condominium" means an estate in real property consisting of an undivided common interest in a parcel of real property together with a separate interest of space in a residential, industrial or commercial building on such real property. A condominium may include, in addition, a separate interest in other portions of such real property. Apartment cooperatives shall be defined as condominiums.

"Conversion" means the creation of separate ownership of existing real property together with a separate interest in the space of a residential, industrial or commercial building.

"Design" means street alignments, grades and widths; drainage and sanitary facilities, and utilities, including alignments and grades; location and widths of all required easements and right-of-ways; access drives and pedestrian ways; lot size and configuration; traffic access; grading; land to be dedicated for park or recreational uses; and such other specific requirements as necessary to conform to the general plan or any adopted specific plan.

"Environmental impact report" means an informational document which, when its preparation is required, shall be considered by every public agency prior to its approval or disapproval of a project. The purpose of an environmental impact report is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project, as specified in Section 21100 of the California Environmental Quality Act.

"Extremely low-income household" has the meaning set forth in Health & Safety Code Section 50106.

"Freeways" means streets intended exclusively for movement of high volumes of inter-city, regional, and longer local trips at high speeds.

"General Plan" means the general plan of the City of Visalia and any amendment thereto.

"Improvement" means and includes street construction, storm drainage facilities, utilities, culverts, landscaping, sanitary sewer facilities, traffic control devices and other facilities as necessary for the general use of the owners in the subdivision and local neighborhood traffic.

"Improvement, private" means an improvement not maintained by the City of Visalia.

"Local streets" means streets intended exclusively to provide access to adjacent land uses; typically designed with two through lanes with parking on both sides.

"Lot" means a parcel of land separated from other parcels of land as the result of a recorded subdivision map or parcel map.

"Lot line adjustment" means an adjustment of the lot line between four (4) or fewer adjoining parcels, where the land taken from one parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is not thereby created, provided the lot line adjustment is approved by the city planner.

"Lower-income household" has the meaning set forth in Health & Safety Code Section 50079.5.

"Major arterial streets" means streets intended to provide a high level of capacity in selected high volume corridors; provides connections to the freeway system and to collector streets; provides access to major travel generators; typically designed with six lanes for through traffic, a parking/transit/right-turn lane, and a median with dual left-turn lanes at intersections.

"Merger" means the joining of two or more contiguous parcels of land, under one ownership, into one parcel.

"Moderate income household" has the meaning set forth in Health & Safety Code Section 50093.

"Net habitable square feet" has the meaning set forth in Government Code Section 66499.41(a)(6).

"Parcel map" means a map prepared to divide or consolidate in accordance with the provisions of this title and the map act.

"Planning and community preservation director" means the individual appointed by the City Manager to serve as the head of the City department responsible for planning, zoning, and subdivision functions, or such successor position or title as may be established by the City Manager or City Council, and includes any authorized designee of such individual.

"Qualified urban use" has the meaning set forth in Public Resources Code Section 21072.

"Reversion to acreage" means a map prepared for the purpose of reverting to acreage land previously subdivided.

"Review Authority" means the advisory agency responsible for deciding on the respective application as determined under Sections 16.04.030 and 16.04.035.

"Simple maps" means a tentative map that is any of the following:

1. Nonresidential tentative maps that do not otherwise require the recommendation or approval of another permit from Planning Commission or an exception to this Subdivision Ordinance.

2. Residential tentative maps equal to or less than [80/160] units or [80/160] lots for residential purposes whose overall approval does not require the recommendation or approval of Planning Commission or an exception to this Subdivision Ordinance.

"Specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date that a housing development project application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.

"Starter home subdivision" means a parcel map or tentative map for a housing development project that complies with the provisions of California Government Code section 66499.41.

"Street" means a thoroughfare, dedicated as such or acquired for public use as such, other than an alley, which afford the principal means of access to abutting land. "Street" includes streets, avenues, courts, drives, parkways, ways, or lands.

"Subdivider" means a person, firm, corporation, partnership, or associate who causes to be divided real property into a subdivision for himself, herself, or for others; except that employees and consultants of such persons or entities, acting in such capacity, are not subdividers.

"Subdivision" means the division of any improved or unimproved contiguous land for the purpose of sale, lease, or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easements or railroad rights-of-way. Subdivision includes a condominium project, as defined herein or in Section 1350 of the Civil Code or a community apartment project, as defined in Section 11004 of the Business and Professions Code. Any conveyance of land to a governmental agency, public entity, or public utility shall not be considered a division of land for purposes of computing the number of parcels.

Subdivision does not include:

1. Buildings divided into apartments, offices, stores or similar space within apartment buildings, industrial buildings, commercial buildings, mobile home parks, or trailer parks for the purpose of lease or financing;

2. Land divided by mineral, oil, or gas leases;

3. Land dedicated for cemetery purposes under the Health and Safety Code of the State of California.

"Subdivision improvement standards" means standard details, standard specifications, and other standards approved by the City Council shall govern the improvements to be constructed pursuant to this title and Subdivision Map Act.

"Subdivision Map Act" means the latest edition of the Subdivision Map Act of the state of California.

“Substantially surrounded” has the meaning set forth in Public Resources Code section 21159.25.

“Sufficient for separate conveyance” means that each attached or adjacent dwelling unit is constructed in a manner adequate to allow for the separate sale of each unit in a common interest development as defined in Civil Code section 4100 (including a residential condominium, planned development, stock cooperative, or community apartment project), or into any other ownership type in which the dwelling units may be sold individually.

"Tentative map" means and refers to a map made for the purpose of showing the design of a proposed subdivision or parcel map and the existing conditions in and around it.

“Urban lot split” means a parcel map that complies with the provisions of California Government Code section 66411.7.

“Vacant” has the meaning set forth in Government Code Section 66499.41(a)(2)(A)(ii).

“Very low income household” has the meaning set forth in Health & Safety Code Section 50105.

"Vesting tentative map" means a tentative map for a residential subdivision that shall have printed conspicuously on its face the words "Vesting Tentative Map" at the time it is filed.

Chapter 16.12
DESIGN AND CONSTRUCTION STANDARDS

16.12.010 Streets and highways.

Sections:

16.12.010 Streets and highways.

16.12.020 Alleys.

16.12.030 Street names.

16.12.040 Blocks.

16.12.050 Lots.

16.12.060 Reserve strips.

16.12.070 Grading and erosion control.

16.12.080 Watercourses.

16.12.090 Ponding lots.

16.12.100 Walls and Fences

16.12.010 Streets and highways.

A. The public street and highway design shall conform both in width and alignment with any general plan circulation element, precise street plans and other precise plans adopted by the City Council, and right-of-way for any such street or highway indicated on the general plan or precise plans shall be dedicated to the city by the subdivider.

B. Streets and highways not otherwise designated on the Circulation Element of the General Plan shall not be less than those set forth in this title; except where it can be shown by the subdivider that the topography of the land is such as to justify narrower width. Increased widths may be required for bicycle lanes or transit stops when determined necessary by the ~~Planning Commission~~*Review Authority* in the public interest. Approval or determination of street classification shall be made by the City Council by adopting improvement standards for:

Divided arterial streets

Undivided arterial streets

Collector streets/local streets

Minor loop streets

Cul-de-sac streets

Frontage road

C. Relationship to Existing Streets. The street system in the proposed subdivision shall relate functionally to the existing streets in the area adjoining the subdivision.

D. Centerlines. The centerlines of all streets, wherever practicable, shall be the continuations of the centerlines of existing streets or shall be offset at least one hundred fifty (150) feet.

E. Intersections. Each street intersection shall be as near to a right angle as is practicable, and no intersection of streets at angles less than sixty (60) degrees shall be approved unless necessitated by topographical conditions as determined by the city engineer.

F. Corners. At street intersections, the block corners shall be angled to provide sufficient right-of-way, and shall correspond to approved develop improvement standards.

G. Cul-de-sacs or Dead End Streets. No cul-de-sac or dead end street shall be more than eight hundred (800) feet in length. Where necessary to give access to or permit a satisfactory future development of adjoining land, streets shall extend to the boundary of the property and the resulting dead-end streets may be approved with a temporary turn-around. In all other cases, a turn-around having a minimum radius of fifty-three (53)

feet, measured to the property line, and a minimum of forty-three (43) feet to curb face shall be required.

H. Curve Radius. The centerline curve radius on arterial streets shall be designed in accordance with acceptable safe engineering practices and in no case shall be less than five hundred (500) feet. Centerline curve radius on other streets shall not be less than two hundred (200) feet.

I. Frontage Streets. When any lot fronts or sides on any arterial street, expressway, or freeway, the subdivider may be required to dedicate and improve a frontage street to provide ingress to and egress from such lots.

J. Private Road and Alleys. Private roads and alleys shall not be permitted unless *approved by the Review Authority as part of a use permit authorizing a planned unit development, as set forth in Visalia Municipal Code Chapter 17.26,* ~~approved by the Planning Commission~~.

K. Grades. Grades of streets shall not be less than two-tenths (0.2) percent and not greater than seven (7) percent unless, because of topographical conditions or other exceptional conditions, the city engineer determines that a grade less than two-tenths (0.2) percent or in excess of seven (7) percent is necessary.

L. Access on Arterials. When the rear of any lot borders an arterial, the subdivider may be required to execute and deliver to the city an instrument prohibiting the right of ingress and egress from said arterial to said lot.

16.12.020 Alleys.

A. Alleys shall be optional in residential subdivisions. The ~~Planning Commission~~*Review Authority* for any one of the following reasons may require alleys. If alleys are required, they shall be constructed to city standards:

1. Unusual size, shape or topographical character of the property to be subdivided;

2. The relationship to existing or proposed commercial, industrial or high density residential development or adjacent railroad right-of-way;

3. The special nature of the design or density of a residential subdivision where dwellings are grouped in such a manner as to require access from other than the street frontage;

4. The need to maintain continuity of existing alleys where the property to be subdivided is located immediately between existing residential blocks where alleys are provided.

B. Residential alleys shall have a minimum dedicated width of twenty (20) feet.

C. Alleys shall be provided where needed to serve existing or proposed commercial or industrial subdivisions and shall have a minimum dedicated width of thirty (30) feet with adequate provisions for ingress and egress.

D. A twenty (20) foot corner diagonal cut off measured along the property lines from the point of intersection will be required where two alleys intersect.

E. Alleys shall be so laid out and aligned as to provide reasonable access for utilities and other services.

F. Dead end alleys shall be prohibited.

16.12.050 Lots.

A. Lot Width.

1. Each residential lot or parcel shall have frontage width not less than that required by the zoning ordinance, as set forth in Title 17 of the Municipal Code. Each residential lot or parcel on a dead end street, cul-de-sac, or on a curbed street, when the side lines thereof are diverging from the front to the rear of such lot or parcel, shall have a width not less than that required by the zoning ordinance.

B. Lot Depth. The depth of all lots shall comply with the requirements of the zoning ordinance relative to each particular zoning district.

C. Lot Area. The area of all lots shall comply with the requirements of the zoning ordinance relative to each particular zoning district.

D. Lot Frontage. Lots shall have a single frontage on a street; new double frontage lots or lots without street frontage will not be permitted except where, in the opinion of the ~~Planning Commission~~*Review Authority*, topographic or unusual physical conditions justify a deviation from this rule.

E. Side Lines. The side lines of lots shall, wherever practicable, be required to run at right angles or radially to the street upon which the lot faces.

F. Lot Numbering and Dimensions. Lot numbers shall begin with the numeral "1" and shall continue consecutively through each unit of the tract with no omissions or duplications, and no block numbers shall be used.

G. Suitability of Lots. All lots shall be suitable for the purpose for which they are intended to be sold. Land subject to flooding or deemed by the ~~Planning Commission~~*Review Authority* to be uninhabitable shall be indicated on the final map.

H. Land Remnants. All remnants of below minimum size left over after the subdivision of a larger tract must be added to adjacent lots rather than allowed to remain as unusable parcels.

16.12.080 Watercourses.

A. In the event that the subdivision is traversed by any watercourses, channels, streams or creeks, the subdivider shall dedicate rights-of-way or easements for storm drainage purposes conforming substantially with the lines of such watercourses, channels, streams or creeks or shall provide by dedication further and sufficient rights-of-way or easements as shall be required for structures or channel changes, or both, to dispose of such surface and storm waters.

B. The ~~Planning Commission~~*Review Authority* may disapprove a tentative map of a subdivision because of flood hazard and inundation and require protective improvements to be constructed as a condition precedent to approval of the map.

16.12.090 Ponding lots.

A. Detention or retention ponds will only be allowed in areas where it has been determined by the city engineer that other methods of drainage are not practical.

B. Permanent detention or retention ponds shall be a minimum of five (5) acres and dedicated to the city for maintenance. Landscaping and irrigation systems shall be installed as approved by the director *of* public ~~services~~*works*.

C. Temporary detention or retention ponds may be approved until such time as drainage facilities are available for connection and shall be dedicated to the city in easement form.

16.12.100 Walls and Fences.

A. For proposed residential subdivisions, security walls or fences that are proposed for residential developments along arterial or collector streets shall provide pedestrian access between the arterial or collector and the development to allow access when transit vehicles operating on an arterial or collector street.

B. Exceptions ~~consistent with Chapter 17.42~~ may be granted ~~during the Planning Commission approval process~~ in accordance with 16.~~16~~*04*.110 *050*~~or subsequent Council action in accordance with 16.16.120~~.

Chapter 16.16
TENTATIVE MAPS

Sections:

16.16.010 Preliminary review.

16.16.020 Review by site plan review staff.

16.16.030 *Filing of* ~~T~~*t*entative ~~subdivision~~ maps.

16.16.040 Subdivision filing fees.

16.16.050 Size of maps.

16.16.060 Information required.

16.16.070 Accompanying reports and statements.

16.16.080 Distribution of filed maps.

16.16.090 Staff reports.

16.16.100 Hearing and notice.

16.16.110 ~~Commission approval~~*Decision*.

16.16.115 Denial of tentative map~~ or parcel map~~.

16.16.120 ~~Council action~~[*Reserved]*.

16.16.130 Expiration of maps and extensions.

16.16.010 Preliminary review.

Prior to filing of a tentative ~~subdivision~~ map, a conceptual map shall be submitted to the Site Plan Review Staff in accordance with Chapter 17.28 of the Zoning Ordinance. The map shall be drawn at a scale large enough to show all details clearly and enough sheets shall be used to accomplish this end. The map shall show the entire parcel proposed for subdivision including: approximate lot lines, street alignments, adjacent streets and adjacent land uses. The Site Plan Review Staff will prepare comments, recommendations, and requirements of the tentative ~~subdivision~~ map for the subdivider's review.

16.16.020 Review by site plan review staff.

A. All tentative ~~subdivision~~ maps shall be reviewed by the Site Plan Review Staff prior to the submission of a tentative map to the ~~Planning Commission~~*Review Authority*.

B. The Site Plan Review Staff shall examine and review the following:

1. The completeness and accuracy of the tentative map and the suitability of the land for purposes of subdivision;

2. Conformity of the overall design of the subdivision to the general plan and all pertinent requirements of this title and other laws and plans of the city;

3. The provisions for, and suitability of street improvements, underground utilities, fire hydrants, street lights, storm drains, streets, trees and sidewalks. The adequacy of

the water supply, solid waste collection, sewage disposal and easements for utilities and drainage;

4. Provisions for public areas, including parks, schools, public utilities facilities, etc.

C. If any portion of the subdivision is in conflict with any of the requirements of this title, other ordinances, or state law, the Site Plan Review Staff shall, to the best of their ability, advise the subdivider of such conflicts.

D. The Site Plan Review Staff may deem it advisable to recommend additional improvements, easements or dedications to be included; in which case, the subdivider shall be duly informed of the nature of the recommendations following the Site Plan Review Staff meeting.

E. The Site Plan Review Staff shall make a report of its recommendations to the ~~Planning Commission~~*Review Authority*, and shall furnish a copy of that report to the subdivider, in accordance with Chapter 17.28.

16.16.030 Tentative ~~subdivision~~ maps.

A. The tentative map shall be prepared by a ~~registered civil engineer or a licensed land surveyor~~*professional licensed to practice land surveying in California* in accord with the provisions of the Subdivision Map Act and this title and shall be filed with the city planner. Such filing shall be prior to the completion of final surveys of streets and lots and before the start of any grading or construction work within the proposed subdivision.

B. ~~A minimum of thirty (30) copies of the tentative map, and a~~*A*ccompanying reports and statements shall be submitted to the city planner at the time of filing. Filing of required documents will be deemed official upon written receipt from the city planner.

16.16.070 Accompanying reports and statements.

A. The tentative map shall contain or be accompanied by reports and/or written statements from the subdivider giving essential information regarding the following matters:

1. The source of water supply;

2. The type of street improvements and utilities that the subdivider proposes to install;

3. The proposed method of sewage disposal;

4. The proposed method of solid waste collection;

5. The proposed public bus stops and turnouts;

6. The proposed storm water sewer or other means of drainage;

7. The proposed tree planting and related landscaping;

8. Preliminary title reports of entire property;

9. A preliminary soils report. The preliminary soils report may be waived if the city engineer determines that, due to the knowledge he has of the quality of the soils of the subdivision, no preliminary analysis is necessary;

10. If a ~~subdivision~~ *tentative map* is to be developed as consecutive individual units, it shall be so stated on the tentative map~~, and the order and approximate dates of completion of each unit shall be given at the time of filing of the tentative map~~;

~~11. A map showing the properties within a three hundred (300) foot radius of the proposed tentative map and a property owners list keyed to the three hundred (300) foot radius map.~~

B. The information required in the written reports and statements may be shown on the tentative map itself if feasible.

16.16.080 Distribution of filed maps.

A. When the tentative maps, accompanying reports and statements are filed, and the Site Plan Review Staff has approved the map, the city planner shall immediately forward copies of each to the following agencies when affected:

1. Caltrans;

2. Southern California Edison Company;

3. California Water Service;

4. Southern California Gas Company;

5. Visalia Unified School District;

6. United States Postmaster;

7. Tulare County Health Department;

8. Tulare County Public Works Department;

9. Federal Housing Authority;

10. Comcast Cable;

11. Water Quality Control Board;

12. AT&T;

13. Affected irrigation or drainage district.

B. With the exception of school districts, such agencies shall respond within fifteen (15) days after receipt of such tentative map for their comments to be considered by the ~~commission~~*Review Authority*. School districts shall respond within twenty (20) working days of the date on which the notice was mailed to the school district for comment.

16.16.090 Staff reports.

Any report or recommendation on a tentative map ~~by the~~ staff ~~of the commission or council~~ shall be in writing and a copy thereof served on the subdivider ~~at least three days~~*on the following number of days* prior to any hearing or action on such map ~~by the commission or council~~.

1. Simple maps: Ten (10) days.

2. All other instances: Three (3) days.

3. All other instances: Three (3) days.

16.16.100 Hearing and notice.

A. The ~~city Planning Commission~~*Review Authority* shall hold a ~~public~~ hearing on an application for a tentative ~~subdivision~~ map or vesting tentative ~~subdivision~~ map*, in the following fashion:* ~~.~~

1. *Simple maps: Administrative hearing.*
2. *Tentative map extensions: Administrative hearing.*
3. *All other tentative maps: Public hearing.*

B. Notice of a ~~public~~ hearing shall be given not less than ten *(10)* days or more than thirty (30) days prior to the date of the hearing by mailing ~~a notice of the time and place of the hearing to~~ property owners *and residents* within three hundred (300) feet of the boundaries of the area proposed for subdivision.

1. *A notice of a public hearing shall contain all the information required in Government Code Section 65094 and be noticed in accordance with Government Code Section 65090.*
2. *A notice of an administrative hearing shall contain all of the following: (1) the identity of the Review Authority, (2) the date that the Review Authority will render a decision, (3) a general explanation of the matter considered, (4) a general description, in text and by diagram, of the location of the real property that is the subject of the administrative hearing, (5) instructions on how to review the staff report, (6) how to provide comments on the project, (7) how to request notification of the decision, (8) where a copy of the decision will be available for review after it is made, and (9) appeal procedures.*

C. A request for notification of an administrative hearing decision must be made to the Review Authority at least two (2) days before the date of the administrative hearing. Persons that request notification of an administrative hearing decision shall be mailed a copy of the decision, the findings for which the decision was based on, instructions on how to appeal the decision, and the deadline by which an appeal must be received. Copies of the administrative decision shall also be posted on the City website. A request for notification of an administrative hearing is not required in order to seek an appeal.

16.16.110 ~~Commission approval~~*Decision*.

Within fifty (50) days after the tentative map has been filed with the city planner or at such later date as may be required to concurrently process the appurtenant environmental impact review documents required by state law and local ordinances, the ~~commission~~ *Review Authority* shall report in writing to the subdivider their decision regarding approval, conditional approval, or disapproval of the map and the conditions on which such action is based.

16.16.115 Denial of tentative map~~ or parcel map~~.

~~This section shall apply to both tentative maps and parcel maps for which a tentative map is not required.~~

A. The ~~Planning Commission~~*Review Authority* shall deny approval of a tentative map~~, or a parcel map for which a tentative map was not required,~~ if it makes any of the following findings:

1. The proposed map is not consistent with the General Plan;

2. The proposed map is not consistent with an applicable specific plan adopted in accordance with Government Code Section 65451;

3. The design or improvement of the proposed subdivision is not consistent with the General Plan or with an applicable specific plan.

4. The site is not physically suitable for the type of development.

5. The site is not physically suitable for the proposed density of development.

6. The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

7. The design of the subdivision or type of improvements is likely to cause serious public health problems.

B. In determining whether to approve or deny a tentative map, the ~~Planning Commission~~*Review Authority* shall apply only those ordinances, policies, and standards

in effect at the date the City Planner has determined that the application is complete pursuant to Government Code Section 65943.

C. If the ~~Planning Commission~~*Review Authority* finds that the land is subject to any of the following, then the *Review Authority*~~Planning Commission~~ shall deny approval of a tentative map, or a parcel map for which a tentative map was not required if, after reviewing Government Code Section 66474.4, it finds that either the resulting parcels following a subdivision of the land would be too small to sustain their agricultural use or the subdivision will result in residential development not incidental to the commercial agricultural use of the land.

1. A contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (commencing with Section 51200) of Part 1 of Division 1 of Title 5), including an easement entered into pursuant to Section 51256.

2. An open-space easement entered into pursuant to the Open-Space Easement Act of 1974 (Chapter 6.6 (commencing with Section 51070) of Part 1 of Division 1 of Title 5.)

3. An agricultural conservation easement entered into pursuant to Chapter 4 (commencing with Section 10260) of Division 10.2 of the Public Resources Code.

4. A conservation easement entered into pursuant to Chapter 4 (commencing with Section 815) of Part 2 of Division 2 of the Civil Code.

16.16.120 ~~Council action~~*[Reserved]*.

~~The City Council may overrule or modify any ruling or determination of the commission in regard to a tentative map and may make conditional exceptions if special circumstances pertaining to the property involved justify a variance from the provisions of this title.~~

16.16.130 Expiration of maps and extensions.

A. Expiration. The approval or conditional approval of a tentative map shall expire twenty-four (24) months from the date the map was approved or conditionally approved.

B. Extension. The person filing the tentative map may request an extension of the tentative map approval or conditional approval by written application to the city planner who shall forward it to the *Review Authority*~~Planning Commission~~ for action. Such application shall be filed before the approval or conditional approval is due to expire. The application shall state the reasons for requesting the extension.

C. Time Limit on Extensions. An extension or extensions of tentative map approval or conditional approval shall not exceed an aggregate of three (3) years.

Chapter 16.17
URBAN LOT SPLITS

Sections:

16.17.010 General.

16.17.020 Procedures.

16.17.010 General.

A. The purpose of this chapter is to provide objective standards for urban lot splits within single-family residential zones, to implement the provisions of state law as reflected in Government Code Section 65852.21 et seq. and Section 66411.7 et seq., and to facilitate the development of new residential housing units consistent with the City's General Plan and ensure sound standards of public health and safety.

16.17.020 Procedures.

A. The City Planner shall ministerially review an application for a parcel map that subdivides an existing parcel to create no more than two new parcels in an Urban Lot Split, and shall approve the application if the criteria in Government Code Section 66411.7 and this Chapter are satisfied.

B. Qualifying Criteria. Within the time required by the Subdivision Map Act, the City Planner shall determine if the parcel map for the Urban Lot Split meets all the following requirements:

1. The parcel is located within an R-S zone.

2. The parcel being subdivided is not located on a site that is any of the following:

i. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

iii. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by the city/county, pursuant to subdivision (b) of Section 51179 of the Government Code, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

iv. A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

v. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

vi. Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph, the city shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met (1) the site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the city; or (2) the site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

vii. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

viii. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

ix. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

x. Lands under conservation easement.

3. Both resulting parcels are no smaller than 1,200 square feet.

4. Neither resulting parcel shall be smaller than 40 percent of the lot area of the parcel proposed for the subdivision.

5. The proposed lot split would not require demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low- or very low-income.

ii. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

iii. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

iv. Housing that has been occupied by a tenant in the last three years.

6. The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a city landmark or historic property or historic district pursuant to a city ordinance.

7. The parcel being subdivided was not created by an Urban Lot Split as provided in this chapter.

8. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an Urban Lot Split as provided in this chapter.

9. The development proposed on the parcels complies with all objective zoning standards, objective subdivision standards, and objective design review standards applicable to the parcel as provided in the zoning district in which the parcel is located; provided, however, that:

i. The City Planner, or their designee, shall waive or modify any standard if the standard would have the effect of physically precluding the construction of two units on either of the resulting parcels created pursuant to this chapter or would result in a unit

size of less than 800 square feet. Any modifications of development standards shall be the minimum modification necessary to avoid physically precluding two units of 800 square feet each on each parcel.

ii. Notwithstanding subsection (9)(i) above, required rear and side yard setbacks shall equal four feet, except that no setback shall be required for an existing legally created structure or a structure constructed in the same location and to the same dimensions as an existing legally created structure.

10. Each resulting parcel shall have access to, provide access to, or adjoin the public right-of-way.

11. Proposed adjacent or connected dwelling units shall be permitted if they meet building code safety standards and are designed sufficient to allow separate conveyance. The proposed dwelling units shall provide a separate gas, electric and water utility connection directly between each dwelling unit and the utility.

12. Parking. One parking space shall be required per unit constructed on a parcel created pursuant to the procedures in this section, except that no parking may be required where:

i. The parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3; or

ii. There is a designated parking area for one or more car-share vehicles within one block of the parcel.

13. Compliance with Subdivision Map Act. The Urban Lot Split shall conform to all applicable objective requirements of the Subdivision Map Act (commencing with Government Code Section 66410)), except as otherwise expressly provided in Government Code Section 66411.7. Notwithstanding Government Code Section 66411.1, no dedications of rights-of-way or the construction of offsite improvements may be required as a condition of approval for an Urban Lot Split, although easements may be required for the provision of public services and facilities.

14. The correction of nonconforming zoning conditions may not be required as a condition of approval.

15. Parcels created by an Urban Lot Split may be used for residential uses only and may not be used for rentals of less than 30 days.

16. If any existing dwelling unit is proposed to be demolished, the applicant will comply with the replacement housing provisions of Government Code Section 66300(d).

C. Owner-Occupancy Affidavit. The applicant for an Urban Lot Split shall sign an affidavit, in the form approved by the city attorney, stating that the applicant intends to occupy one of the housing units on the newly created lots as its principal residence for a minimum of three years from the date of the approval of the Urban Lot Split. This

subsection shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

D. Additional Affidavit. If any existing housing is proposed to be altered or demolished, the owner of the property proposed for an Urban Lot Split shall sign an affidavit, in the form approved by the city attorney, stating that none of the conditions listed in Section (4)(B)(5) above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past three years (five years if an existing unit is to be demolished) on a form prescribed by the City Planner. The owner and applicant shall also sign an affidavit stating that neither the owner nor applicant, nor any person acting in concert with the owner or applicant, has previously subdivided an adjacent parcel using an Urban Lot Split.

E. Recorded Covenant. Prior to the approval and recordation of the parcel map, the applicant shall record a restrictive covenant and agreement in the form prescribed by the city attorney, which shall run with the land and provide for the following:

1. A prohibition against further subdivision of the parcel using the Urban Lot Split procedures as provided for in this section;

2. A limitation restricting the property to residential uses only; and

3. A requirement that any dwelling units on the property may be rented or leased only for a period longer than thirty (30) days.

The City Manager or designee is authorized to enter into the covenant and agreement on behalf of the City and to deliver any approvals or consents required by the covenant.

Chapter 16.18
STARTER HOME SUBDIVISIONS

Sections:

16.18.010 General.

16.18.020 Subdivision procedures.

16.18.030 Development procedures.

16.18.040 Building permit procedures.

16.18.010 General.

A. Purpose. The purpose of this chapter is to provide objective zoning standards for starter home subdivisions with 10 or fewer units, to implement the provisions of state law as reflected in Government Code Sections 65852.28, 65913.4.5, and 66499.41, and to facilitate the development of new residential housing units consistent with the City's General Plan and ensure sound standards of public health and safety.

B. Specific Adverse Impacts. In addition to the criteria listed in this chapter, approval of a subdivision, development, or building permit under this chapter may be denied if the City Planner or Building Official, where applicable, make a written finding, based on a preponderance of the evidence, that the proposed subdivision or proposed housing development project would have a specific, adverse impact upon public health and safety, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

C. Enforcement. The City Attorney shall be authorized to abate violations of this chapter and to enforce the provisions of this chapter and all implementing agreements and affidavits by civil action, injunctive relief, and any other proceeding or method permitted by law. Remedies provided for in this chapter shall not preclude the city from any other remedy or relief to which it otherwise would be entitled under law or equity.

16.18.020 Subdivision procedures.

A. The City Planner shall ministerially review, without a hearing, an application for a parcel map or a tentative and final map for a housing development project, and shall approve the application if the criteria in Government Code Section 66499.41 and this section are satisfied.

B. Qualifying Criteria. Within 60 days from the receipt of a complete application, the City Planner shall determine if the parcel map or tentative and final map for the subdivision meets all the following requirements:

1. The parcel is one of the following:

a. Located within an R-M zone; or

b. Vacant and located within an R-S zone. A parcel shall be considered vacant if the area proposed to be subdivided, excepting a designated remainder, contains no dwellings.

2. The proposed subdivision will result in 10 or fewer parcels and the housing development project on the lot proposed to be subdivided will contain 10 or fewer residential units, not including any permitted accessory dwelling units or junior accessory dwelling units. A remainder parcel may be designated that retains existing land uses or structures, including existing residence(s), but cannot be exclusively dedicated to serving the housing development project. A remainder parcel shall not count against the 10 parcel limit.

3. The lot is substantially surrounded by qualified urban uses and meets the following maximum lot area requirements:

a. No larger than five acres, if the lot is zoned for multi-family residential; or

b. No larger than one and one-half acres, if zoned for single-family residential.

4. The lot is a legal parcel.

5. The lot was not established pursuant to this chapter or an urban lot split pursuant to Government Code Section 66411.7 and Chapter 16.17.

6. The newly created parcels meet the following minimum lot area requirements:

a. No smaller than 600 square feet if zoned for multi-family residential; or

b. No smaller than 1,200 square feet if zoned for single-family residential.

7. The housing units on the lot proposed to be subdivided are one of the following:

a. Constructed on fee simple ownership lots;

b. Part of a common interest development;

c. Part of a housing cooperative, as defined in Civil Code Section 817;

d. Constructed on land owned by a community land trust meeting the requirements of Government Code Section 66499.41; or

e. Part of a tenancy in common, as described in Civil Code Section 685.

8. The proposed development must meet one of the following:

a. If the parcel is identified in the Housing Element for the current planning period, the development must result in at least as many units as projected for the parcel in the Housing Element. If the parcel is identified to accommodate low- or very-low income households, the development must result in at least as many low- or very-low income units as projected in the Housing Element. These units shall be subject to a recorded affordability restriction of at least 45 years.

b. If the parcel is not identified in the Housing Element for the current planning period, the area to be subdivided must result in at least 20 dwelling units per acre. The area of any designated remainder shall be excluded from the calculation of residential density.

9. The average total area of floor space for the proposed housing units on the lot proposed to be subdivided does not exceed 1,750 net habitable square feet.

10. The housing development project on the lot proposed to be subdivided would not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low-, very low-, or extremely low-income.

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

c. Housing occupied by tenants within the five years preceding the date of the application, including housing that has been demolished or that tenants have vacated prior to the submission of the application for a development permit.

d. A parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code ("Ellis Act Eviction") to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

11. The lot being subdivided is not located on a site that is any of the following:

a. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

c. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code.

d. A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to former Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

e. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

f. Within a special flood hazard area subject to inundation by the 1-percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph, the city shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

(1) the site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the city; or

(2) the site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

g. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

j. Lands under conservation easement.

12. The proposed subdivision shall conform to all applicable objective requirements of the Subdivision Map Act (commencing with Government Code Section 66410), except as otherwise expressly provided in this Chapter and Government Code Section 66499.41.

13. The proposed subdivision complies with all applicable standards established in Section 16.18.030 and Government Code Section 65852.28.

14. The parcels created pursuant to this Chapter must be served by a public water system and a municipal sewer system.

15. The proposed subdivision will not result in any existing dwelling unit being alienable separate from the title to any other existing dwelling unit on the lot.

16. The development proposed on the parcels complies with all objective zoning standards, objective subdivision standards, and objective design review standards

applicable to the parcel as provided in the zoning district in which the parcel is located, except that a proposed housing development is not required to comply with either a minimum requirement on size, width, depth, frontage, or dimensions of an individual parcel beyond the minimum parcel size specified in subparagraph (6) or the formation of a homeowners' association, except as required by the Davis-Stirling Common Interest Development Act (Part 5 (commencing with Section 4000) of Division 4 of the Civil Code).

17. If any existing dwelling unit is proposed to be demolished, the applicant will comply with the replacement housing provisions of Government Code Section 66300(d).

C. Development on Each Lot. At least one residential structure in compliance with applicable provisions of the California Building Standards Code must be developed on each resulting parcel that does not already contain an existing legally permitted residential structure or is reserved for internal circulation, open space, or common area.

D. Prohibition of Urban Lot Splits. A parcel created under this chapter may not be further subdivided pursuant to an urban lot split under Chapter 16.17 or Government Code Section 66411.7.

E. Declaration of Prior Tenancies. If any existing housing is proposed to be demolished, the owner of the property proposed for the subdivision shall sign an affidavit, in the form approved by the City Planner, stating that none of the conditions listed in paragraph (11) above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past five years on a form approved by the City Planner.

F. Declaration of Prior Tenancies. If any existing housing is proposed to be demolished, the owner of the property proposed for the subdivision shall sign an affidavit, in the form approved by the City Planner, stating that none of the conditions listed in paragraph (11) above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past five years on a form approved by the City Planner.

16.18.030 Development procedures.

A. The City Planner shall ministerially review, without a hearing, an application for a housing development project on a lot that is subdivided pursuant to Section 16.18.020 and Government Code Section 66499.41, and shall approve the application if the criteria in Government Code Section 65852.28 and this section are satisfied.

B. Qualifying Criteria. Within 60 days from the receipt of a complete application, the City Planner shall determine if the housing development project meets all the following requirements:

1. The proposed housing development is on a lot created in accordance with Section 16.18.020 and Government Code Section 66499.41.

2. The proposed housing development complies with all objective zoning standards, objective subdivision standards, and objective design review standards

applicable to the parcel as provided in the zoning district in which the parcel is located that do not conflict with Section 16.18.020 and Government Code Sections 65852.28 and 66499.41; provided, however:

a. The City Planner, or their designee, shall modify or waive any standard if the standard would have the effect of physically precluding the construction of the development project at 30 dwelling units per acre. Any modifications of development standards shall be the minimum modification necessary.

b. No setback between the units is required, except as provided in the California Building Code (Title 24 of the California Code of Regulations).

c. Required rear and side yard setbacks from the original lot line shall equal four feet, except that no setback shall be required for an existing legally created structure or a structure constructed in the same location and to the same dimensions as an existing legally created structure.

d. For development on a vacant lot zoned for single-family residences, no height limit may be applied that is less than what is allowed per the existing zoning designation applicable to the lot.

3. Parking. One parking space, which may be uncovered or not enclosed, shall be required per unit constructed on a parcel created pursuant to the procedures in this section, except that no parking may be required where the parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3.

16.18.040 Building permit procedures.

A. The Building Official shall issue a building permit for one or more residential units that are part of a housing development project on a lot that is subdivided pursuant to Chapter 16.18 and Government Code Section 66499.41, and shall approve the application if the criteria in Government Code Section 65852.28 and this section are satisfied and has met the following criteria:

1. The applicant has received an approval for the tentative map or parcel map for the subdivision.

2. The applicant has submitted a complete building permit application.

B. Any dedication, improvement, and sewer requirements identified in the approved tentative map or parcel map or its conditions of approval shall be guaranteed to the City's satisfaction.

C. The applicant must submit proof, to the satisfaction of the City Planner, of a recorded covenant and agreement enforceable by the city that the applicant agrees the building permit is issued on condition that a certificate of occupancy or equivalent final approval for the building will not be issued unless the final map has been recorded.

D. The applicant shall comply with the improvement securities requirements of Section 16.24.060

Chapter 16.20
VESTING TENTATIVE MAPS

16.20.010 General.

A. Authority. This chapter is enacted pursuant to the authority granted by Article 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the Government Code of the state of California (hereinafter referred to as the "Vesting Tentative Map Statute").

B. Purpose. It is the purpose of this chapter to establish procedures necessary for the implementation of the Vesting Tentative Map Statute, and to supplement the provisions of the Subdivision Map Act and this title. Except as other noted, the provisions of this title shall apply to the vesting tentative map section.

C. Consistency. No land shall be subdivided and developed pursuant to a vesting tentative map for any purpose that is inconsistent with the general plan and any applicable specific plan or not permitted by the zoning ordinance or other applicable provisions of the municipal code.

D. Application.

1. This chapter shall apply only to residential developments. Whenever a provision of the Subdivision Map Act, as implemented and supplemented by this chapter, requires the filing of a tentative map ~~or tentative parcel map~~ for a residential development, a vesting tentative map may instead be filed, in accordance with the provisions hereof.

2. If a subdivider does not seek the right conferred by the Vesting Tentative Map Statute, the filing of a vesting tentative map shall not be a prerequisite to any approval for any proposed subdivision, permit for construction, or work preparatory to construction.

16.20.030 Development rights.

A. Vesting on Approval of Vesting Tentative Map.

1. The approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards described in Government Code Section 66474.2.

2. However, if Section 66474.2 of the Government Code is repealed, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time the vesting tentative map is approved or conditionally approved.

3. Notwithstanding subsection (A) of this section, a permit, approval, extension, or entitlement may be made conditional or denied if any of the following are determined:

a. A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health, or safety, or both;

b. The condition or denial is required, in order to comply with state or federal law.

c. A subdivider may apply for a one-year extension at any time before the initial time period set forth in subsection (A)(1) of this section expires. If the extension is denied, the subdivider may appeal that denial to the ~~City Council~~*Appeal Body* within fifteen (15) days.

4. The rights referred to herein shall expire if a final map is not approved prior to the expiration of the vesting tentative map as provided in Section 16.20.020(C). If the final map is approved, these rights shall last for the following periods of time:

a. An initial time period of one year. Where several final maps are recorded on various phases of a project covered by a single vesting tentative map, this initial time period shall begin for each phase when the final map for that phase is recorded.

b. The initial time period set forth in subsection (A)(1) of this section shall be automatically extended by any time used for processing a complete application for a granting permit or for design or architectural review, if such processing exceeds thirty (30) days, from the date a complete application is filed.

c. A subdivider may apply for a one-year extension at any time before the initial time period set forth in subsection (A)(1) of this section expires. If the extension is denied, the subdivider may appeal that denial to the ~~City Council~~*Appeal Body* within fifteen (15) days.

d. If the subdivider submits a complete application for a building permit during the periods of time specified in subsections (A)(4)(a)--(A)(4)(c) of this section, the rights referred to herein, as they apply to the lot for which the application is filed, shall continue until the expiration of that permit, or any extension of that permit.

B. Applications Inconsistent with Current Policies. Notwithstanding any provision of this title, a property owner or his or her designee may seek approvals or permits for development that depart from the ordinances, policies, and standards described in Section 16.20.030(A)(1), and local agencies may grant these approvals or issue these permits to the extent that the departures are authorized under applicable law.

Chapter 16.24
FINAL MAPS

16.24.110 Amending of final maps.

After a final map is filed in the office of the county recorder, such a recorded final map may be modified by a certificate of correction or an amending map if the city finds that there are changes in circumstances that make any or all of the conditions of such a map no longer appropriate or necessary and that the modifications do not impose any additional burden on the present fee owner of the property, and if the modifications do not alter any right, title or interest in the real property reflected on the recorded map and the local agency finds that the map, as modified, conforms to the provisions of Section 66474 of the Subdivision Map Act. Any such modifications shall be set for ~~public~~ hearing as provided for in Section 16.16.100. The ~~legislative body~~*Review Authority* shall confine the hearing to consideration of the action on the proposed modification.

Chapter 16.28
PARCEL MAPS

Sections:

16.28.010 *[Reserved.]*~~Purpose.~~

16.28.020 *[Reserved.]*~~Advisory agency.~~

16.28.030 *[Reserved.]*~~Review by site plan review staff.~~

16.28.040 *[Reserved.]*~~Tentative parcel maps.~~

16.28.050 *[Reserved.]*~~Form and content.~~

16.28.060 *[Reserved.]*~~Hearing and notice.~~

16.28.070 *[Reserved.]*~~Consideration of tentative parcel maps.~~

16.28.080 *[Reserved.]*~~Appeals.~~

16.28.090 *[Reserved.]*~~Time limit on tentative parcel map.~~

16.28.100 *[Reserved.]*~~Improvements.~~

16.28.110 *[Reserved.]*~~Right-of-way dedications.~~

16.28.120 ~~Final parcel maps~~*Filing*.

16.28.125 ~~Filing~~*Parcel map submittal requirements*.

16.28.130 Survey requirements.

16.28.140 Information on ~~final~~ parcel map.

16.28.150 Waiver of ~~final~~ parcel map.

16.28.160 Amending of parcel maps.

16.28.010 *[Reserved.]*~~Purpose.~~

~~The council incorporates this chapter in its subdivision ordinance in order to establish the requirements and procedures for processing subdivisions that are authorized to be made through the parcel map procedure by Sections 66426 and 66428 of the Government Code of the state of California. Where a tentative parcel map is required, a vesting tentative parcel map may be filed conferring development rights as indicated in Chapter 16.20.~~

16.28.020 *[Reserved.]*~~Advisory agency.~~

~~The Planning Commission is designated as the advisory agency referred to in Article 2 of the Subdivision Map Act and is charged with the duty of making investigations and reports on the design and improvement of proposed divisions of land under this chapter. The city planner is designated as the clerk to the advisory agency with authority to receive parcel maps.~~

16.28.030 *[Reserved.]*~~Review by site plan review staff.~~

~~A. All tentative parcel maps shall be reviewed by the Site Plan Review Staff prior to the submission of said tentative parcel map to the Planning Commission.~~

~~B. The Site Plan Review Staff shall examine and review the following:~~

~~1. The completeness and accuracy of the tentative parcel map and the suitability of the land for purposes of subdivision;~~

~~2. Conformity of the overall design of the subdivision to the general plan and all pertinent requirements of this chapter and other laws and plans of the city;~~

~~3. The provisions for, and suitability of street improvements, underground utilities, fire hydrants, street lights, storm drains, streets, trees and sidewalks. The adequacy of the water supply, solid waste collection, sewage disposal and easements for utilities and drainage;~~

~~4. Provisions for public areas, including parks, schools, public utilities facilities, public bus stops and turnouts, etc.~~

~~C. If any portion of the subdivision is in conflict with any of the requirements of this chapter, other ordinances, or state law, the Site Plan Review Staff shall, to the best of its ability, advise the subdivider of such conflicts.~~

~~D. The Site Plan Review Staff may deem it advisable to recommend additional improvements, easements, or dedications, to be included, in which case the subdivider shall be duly informed of the nature of the recommendations following the Site Plan Review Staff meeting.~~

~~E. The Site Plan Review Staff shall make a report of its recommendations to the Planning Commission, and shall furnish a copy of that report to the subdivider, in~~

writing, no less than three days prior to the Planning Commission meeting at which the tentative parcel map is to be considered by the commission.

16.28.040 *[Reserved.]*Tentative parcel maps.

A. The person or agency dividing land under this section shall file a tentative parcel map with the planning and community preservation director not less than thirty (30) days before the date of the commission meeting at which such map is to be considered. Such filing shall be prior to the start of any grading or construction work within the proposed division of land. The tentative parcel map shall be submitted in the same manner as provided for subdivisions as to area improvement and design, flood and water drainage control, and as to required public improvements.

B. A person desiring to divide land subject to the provisions of this chapter shall submit the tentative parcel map, therefore in accord with the following requirements:

1. Filing. Twenty-five (25) copies of the tentative parcel map shall be filed with the planning and community preservation director. The tentative parcel map shall be legibly drawn, on eighteen (18) inch by twenty-six (26) inch tracing paper suitable for reproduction, to a scale and in a manner to best illustrate the proposed division.

2. Fees. At the time of filing of the tentative parcel map, a fee shall be paid to the city in such amount as may be established by the City Council, on a yearly basis, by resolution.

3. Acceptance. The city engineer and planning and community preservation director shall examine any such tentative parcel map within five working days of presentation and shall not accept such map unless the map is in full compliance with the provisions of this chapter and the Subdivision Map Act of the state of California, as to form, data, information, and other matters required to be shown on or furnished therewith.

4. Distribution. The planning and community preservation director shall immediately forward copies of the tentative parcel map to each of the following when affected:

a. Southern California Gas Company;

b. Southern California Edison Company;

c. California Water Service;

d. AT&T;

e. Comcast Cable;

f. Visalia Unified School District.

5. Agency Action. With the exception of school districts, the agency receiving a copy of the tentative parcel map shall file a report within fifteen (15) days after the receipt thereof. School districts shall respond within twenty (20) working days of the date on which the notice was mailed to the school district for comment. If a reply is not received

prior to the meeting at which consideration of the map is made, it will be assumed that the map conforms to the requirements of the particular agency concerned.

16.28.050 *[Reserved.]*Form and content.

The tentative parcel map shall contain the following information:

A. The name and address of the engineer or surveyor preparing the map and the legal owner of record of the land, and the applicant, if different from the legal owner of record;

B. The boundary lines of the entire parcel, including the area to be divided, with dimensions based on existing survey data or property descriptions;

C. The proposed division lines, approximate dimensions, and approximate acreage or square footage of each proposed parcel;

D. The identification of each parcel with a number designation;

E. All existing surface and underground structures and improvements located on the original parcel, together with their dimensions, the distances between them, the distances to division and property lines, and the number of stories or the height of each structure;

F. The names, widths and locations of all existing and proposed streets abutting or traversing the original parcel, and a statement if the street is private and/or a statement if the street does not actually exist on the ground;

G. The location, purposes, width and recorded owners of all existing and proposed easements or private rights-of-way abutting or traversing any part of the original parcel easement boundaries shall be shown by means of dotted lines;

H. An accurate description of the original parcel;

I. The date of preparation, north arrow and scale of the drawing. Said scale shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end;

J. The existing and proposed uses of the property;

K. The proposed method of sewage disposal;

L. The proposed domestic water supply;

M. The assessor's parcel numbers;

N. The proposed street names;

O. The approximate location and width of watercourses or areas subject to inundation from floods, and the location of structures, irrigation ditches and other permanent fixtures;

~~P. Any railroads;~~

~~Q. The approximate radius of curves;~~

~~R. A location map showing the original parcels and the surrounding area;~~

~~S. The existing zone district designation of the original parcels;~~

~~T. The proposed use of the property;~~

~~U. Oak trees having a trunk diameter exceeding four inches, measured at a point five feet above the existing ground level;~~

~~V. The proposed method of solid waste collection;~~

~~W. The proposed public bus stops and turnouts, if any;~~

~~X. A map showing the properties within a three hundred (300) foot radius of the proposed tentative parcel map and a property owners list keyed to the three hundred (300) foot radius map.~~

16.28.060 *[Reserved.]*~~Hearing and notice.~~

~~A. The city Planning Commission shall hold a public hearing on an application for a tentative parcel map or vesting tentative parcel map.~~

~~B. Notice of a public hearing shall be given not less than ten days or more than thirty (30) days prior to the date of the hearing by mailing a notice of the time and place of the hearing to property owners within three hundred (300) feet of the boundaries of the area proposed for subdivision.~~

16.28.070 *[Reserved.]*~~Consideration of tentative parcel maps.~~

~~The commission shall review the tentative parcel map and approve, conditionally approve, or disapprove the map within thirty (30) days after the receipt of such map, or at such later date as may be required to concurrently process the appurtenant environmental documents required by state law and local regulations adopted in implementation thereof.~~

16.28.080 *[Reserved.]*~~Appeals.~~

~~If the applicant is dissatisfied with the decision of the Planning Commission, he may, within ten days after the decision of the Planning Commission, appeal in writing to the council for a hearing thereon. Such hearing need not be concluded on the day thus set but may be continued.~~

16.28.090 *[Reserved.]*~~Time limit on tentative parcel map.~~

~~Failure to file a final parcel map with the county recorder within twenty-four (24) months after the date of approval or conditional approval of the tentative parcel map shall automatically revoke said approval, and a final parcel map shall not be recorded until a new tentative parcel map has been filed and approved in accordance with the provisions of this chapter. However, upon application by the owner or his authorized agent, an extension of not more than an additional thirty-six (36) months may be granted by the Planning Commission. If the Planning Commission denies an application for an extension of time, the owner or his authorized agent may appeal the action to the City Council in the manner set forth in Section 16.28.080.~~

16.28.100 *[Reserved.]*~~Improvements.~~

~~Pursuant to the provisions of the Subdivision Map Act, the subdivider shall install, construct and/or provide all on or off-site improvements as recommended by the city engineer and as required by the commission. Such improvements shall be limited to the dedication of rights-of-way, easements and the construction of reasonable off-site and on-site improvements for the parcels being created. The nature, extent and design of such improvements and the guaranteeing of completion thereof shall be in full conformance with the provisions in Chapter 16.36.~~

16.28.110 *[Reserved.]*~~Right-of-way dedications.~~

~~A. Pursuant to the Subdivision Map Act, the subdivider shall provide such dedication of right-of-way and/or easements as may be required by the Planning Commission.~~

~~B. The Planning Commission may, at its discretion, require that offers of dedication or dedication of streets include a waiver of direct access rights to any such streets from any property shown on the final map as abutting thereon, in accord with the provisions of the Subdivision Map Act.~~

16.28.120 ~~Final parcel maps~~*Filing*.

Within the time limit designated in *Section 16.16.130* ~~16.28.090~~ and upon the accomplishment of all dedications by certification on the map and required construction of all public improvements, or the execution of an agreement and provision of surety providing therefore, and the payment of all applicable fees and charges, the applicant may file a ~~final~~ parcel map with the city engineer and planning and community preservation director, who shall approve the ~~final~~ parcel map if it substantially conforms to the approved tentative ~~parcel~~ map and all applicable provisions of the Subdivision Map Act and this chapter. The appropriate certificates, as provided by the applicant in accordance with the provisions of the Subdivision Map Act, shall be signed by the city engineer and planning and community preservation director upon the parcel map, and

the ~~final~~ parcel map shall be transmitted by the city clerk to the clerk of the county board of supervisors for ultimate transmittal to the county recorder.

16.28.125 ~~Filing~~*Parcel map submittal requirements*.

~~The subdivider may file the original and~~*Parcel map submittals shall contain* three (3) copies of the ~~final~~ parcel map and ~~required accompanying data with the city engineer. When a final parcel map is submitted to the city engineer in accordance with this code, it~~ shall be accompanied by the following documents:

A. Plans, profiles and specifications of the proposed public and private improvements, designed in accord with the requirements of the city engineer;

B. A filing fee to cover the expense of checking in an amount to be established by the City Council from time to time by resolution;

C. A preliminary subdivision guarantee issued by a title insurance company, in the name of the owner of the land, issued to or for the benefit and protection of the city, showing all parties whose consent is necessary and their interest therein, except where the land included in such subdivision is registered under the Land Registration Act. If the land is so registered, a copy of the certificate of title shall be furnished, certified.

D. Calculation and traverse sheets, used in computing the distances, angles and courses shown on the final map and ties to existing and proposed monuments, and showing closures, within the allowable limits of error specified in the ordinance, for exterior boundaries of the subdivision and for each irregular block or lot of the subdivision.

F. A copy of the resolution of the approved tentative map, unless otherwise not required.

16.28.130 Survey requirements.

If the division of land creates four or less parcels, the ~~final~~ parcel map may be compiled from recorded or filed data when survey information exists on recorded or filed maps to sufficiently locate and retrace the exterior boundary lines of the ~~final~~ parcel map and when the location of at least one of these boundary lines can be established from an existing monumented line. In all other cases, the ~~final~~ parcel map shall be based on a field survey of the land conducted in accordance with the Land Surveyor's Act of the state of California. All new lot corners shall be monumented and based on a field survey.

16.28.140 Information on ~~final~~ parcel map.

A. Each parcel shall be consecutively numbered. Each parcel shall have its area shown to the nearest one-hundredth (0.01) of an acre or nearest square foot. The exterior boundary of the land included within the parcel or parcels being created shall be indicated by a distinctive border. Such border shall not interfere with the legibility of figures or other data. The map shall show the definite location of such parcel or parcels, and particularly the relationship to existing surveys.

B. Each ~~final~~ parcel map shall contain the following information:

1. The tentative ~~parcel~~ map number and date of preparation;

2. The tract name, date, north arrow and scale;

3. A general description of the land included;

4. Names and addresses of the owners of the property being divided;

5. The location, names without abbreviations, and right-of-way widths of all:

   a. Proposed streets;

   b. Proposed public areas and easements; and

   c. Adjoining streets;

6. All dimensions shall be in feet and decimals of a foot to the nearest one-hundredth of a foot (0.01'); all necessary angles and bearings shall be provided to the nearest second of a degree (00º-00'-01");

7. The dimensions of all lots, including lot area in square feet, and a lot number for each lot;

8. The centerline data for streets including bearings and distances;

9. The radius, arc length, and central angle of curves;

10. Suitable primary survey control points;

11. The location and description of permanent monuments;

12. The boundaries of any public and/or private easement, whether an easement of record or a prescriptive easement, shall be shown; the party holding interest in the easement shall be shown on the map;

13. Location and widths of all easements to be dedicated, if required;

14. The location and widths of watercourses and areas subject to inundation and location of selected flood lines within the parcels being created; properties located in a Special Flood Hazard Area shall comply with all requirements of Chapter 15.60;

15. Ties to any city or county boundary lines involved;

16. Required Certifications;

a. All required dedications of rights-of-way or easements shall be certified on the ~~final~~ parcel map in accordance with Section 66447 of the Subdivision Map Act;

b. All parties having any record title interest in the real property subdivided shall sign a certificate on the ~~final~~ parcel map in accordance with Subsection 66445(e) of the Subdivision Map Act;

d. A certificate for execution by the City Engineer/City Surveyor that complies with Section 66450 of the Subdivision Map Act;

c. A certificate of the registered civil engineer or licensed land surveyor who prepared the survey and the ~~final~~ parcel map, in compliance with Section 66449 of the Subdivision Map Act;

e. A certificate for execution by the city planner on behalf of the ~~parcel map committee~~*Review Authority* certifying that the ~~final~~ parcel map conforms to the approved tentative ~~parcel~~ map; and

17. Any other requirements of the Subdivision Map Act.

B. The ~~final~~ parcel map shall contain survey information that only affects record title interest. However, additional survey and map information such as, but not limited to, building setback lines, flood hazard zones, seismic lines and setback, geologic mapping and archaeological sites, if appropriate, shall be shown on an additional map sheet that shall indicate its relationship to the ~~final~~ parcel map, and shall contain a statement that the additional information is for informational purposes, describes conditions as of the date of filing, and is not intended to affect record title interest. The additional map sheet may also contain a notation that the additional information is derived from public records or reports, and does not imply the correctness or sufficiency of those records or reports by the preparer of the additional map sheet. The acceptance of the additional map sheet by the city, similarly does not imply the correctness or sufficiency of those records or reports. The additional map sheet shall be recorded simultaneously with the ~~final~~ parcel map.

16.28.150 Waiver of ~~final~~ parcel map.

The ~~Planning Commission or City Council~~*Review Authority* may, at its discretion, waive the ~~final~~ parcel map when a finding is made that the proposed division of land complies with the requirements established by this chapter as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection, and other requirements of this chapter.

16.28.160 Amending of parcel maps.

After a parcel map is filed in the office of the county recorder such a recorded parcel map may be modified by a certificate of correction or an amending map if the local

agency finds that there are changes in circumstances that make any or all of the conditions of such a map no longer appropriate or necessary and that the modifications do not impose any additional burden on the present fee owner of the property, and if the modifications do not alter any right, title or interest in the real property reflected on the recorded parcel map and the local agency finds that the map, as modified, conforms to the provisions of Section 66474 of the Subdivision Map Act. Any such modifications shall be set for ~~public~~ hearing as provided for in Section 16.~~28~~*16*.~~060~~*100* of this chapter. The ~~legislative body~~*Review Authority* shall confine the hearing to consideration of an action on the proposed modification.

Chapter 16.32
LOT LINE ADJUSTMENTS

16.32.040 Consideration of lot line adjustment maps.

A. 1. The city planner shall limit the review and approval of lot line adjustment maps to a determination of whether or not the parcels resulting from the lot line adjustment will conform to zoning and building ordinances. The city planner shall not impose conditions or exactions on the approval of the lot line adjustment except to conform to local zoning and building ordinances, or except to facilitate the relocation of existing utilities, infrastructure, or easements.

2. Whenever the city planner determines that conditions or exactions may be necessary in order to carry out the provisions of Section 16.32.040(B), he shall immediately refer the lot line adjustment map to the Site Plan Review Staff. The Site Plan Review Staff shall review the map and determine what conditions or exactions, if any, should be placed on the application. The Site Plan Review Staff shall not require any conditions or exactions on the lot line adjustment except to conform to local zoning and building ordinances, or except to facilitate the relocation of existing utilities, infrastructures or easements. The Site Plan Review Staff shall thereafter advise the city planner what conditions or exactions are to be required. If the Site Plan Review Staff determines that conditions or exactions are required, the staff shall determine at what time such conditions or exactions are to be fulfilled under the same provisions of this chapter as they apply to parcel maps. Agreements for fulfilling such conditions or exactions, security for such agreements and all other matters pertaining to such conditions or exactions shall also be governed by the same provisions of this chapter as they apply to parcel maps.

B. The city planner shall approve the proposed lot line adjustment ~~whenever all of the following conditions are complied with:~~

~~1. T~~*if t*he lots that will result from the proposed lot line adjustment conform to all the applicable zoning and building ordinances in effect and comply with regulations set forth in this chapter pertaining to size, shape and dimensions of lots in subdivisions for which tentative and final maps are required.

~~2. The proposed lot line adjustment will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the neighborhood or to the general welfare of the city.~~

3. C. In addition to any other basis for disapproval, the city planner may disapprove a lot line adjustment if he or she determines that there is no real relationship between the existing parcels and the proposed new parcels and that the proposal is more adequately processed as a merger and resubdivision pursuant to Section 66499.20-1/2 of the Government Code of the state of California.
4. D. 1. The city planner shall review the proposed lot line adjustment map and, within fifteen (15) days after the lot line adjustment map was filed, approve, conditionally approve, or disapprove the lot line adjustment map. However, if the lot line adjustment map is referred to the Site Plan Review Staff, pursuant to Section *16.32.040*, the city planner shall have thirty (30) days after the map was filed to take such action. Said time limits may be extended by mutual consent of the city planner and the applicant.
5. 2. The city planner shall give written notice of his action to the applicant and to the affected city departments and to each public and private agency to which a copy of the lot line adjustment map was transmitted.
6. E. 1. If the city planner approved the lot line adjustment map, the written decision of the city planner approving the adjustment shall be filed for record with the county recorder. Such decision shall contain a legal description of each parcel resulting from the lot line adjustment and shall be recorded concurrently with the appropriate deed(s) or record of survey pursuant to Government Code Section 66412(d).
7. 2. The lot line adjustment shall not be effective until the decision of the city planner approving the map has been recorded as set forth in subsection (E)(1) of this section. Said decision shall not be recorded until the appeal period specified in Section *16.32.050* has expired without an appeal having been filed or until the applicant waives his right to appeal, whichever occurs first. If an appeal is filed, said decision shall not be recorded until the termination of the appeal proceedings.
8. 3. If conditions or exactions are required by the Site Plan Review Staff, the decision of the city planner shall not be recorded until the required conditions and exactions have been made fulfilled and, if required by the Site Plan Review Staff, an agreement with security is on file for fulfilling such conditions or exactions.
9. 4. The recording of the decision of the city planner and subsequent deed(s) or record of survey shall supersede all prior recorded parcel maps, subdivision maps or other documents that create the superseded parcels and the boundaries created by the decision of the city planner shall prevail over the earlier recorded boundaries, and the recorded decision of the city planner shall so state.

16.32.050 Appeals.

After the action by the city planner on the lot line adjustment map, the applicant may appeal in writing to the ~~Planning Commission~~*Appeal Body* within ten days after the decision of the city planner.

Chapter 16.48
[RESERVED].~~ENVIRONMENTAL IMPACT MITIGATION~~

~~Sections:~~

~~16.48.010 Legislative findings.~~

~~16.48.020 Purpose.~~

~~16.48.030 Short title, authority and applicability.~~

~~16.48.040 Rules of construction.~~

~~16.48.050 Definitions.~~

~~16.48.060 Imposition of environmental impact mitigation—School overcrowding—Fee.~~

~~16.48.070 Fee schedule.~~

~~16.48.080 Computation of the amount of environmental impact mitigation—School—overcrowding—Fee.~~

~~16.48.090 Payment of fee.~~

~~16.48.100 Timing of fee payment.~~

~~16.48.110 Use of funds.~~

~~16.48.120 Refund of fees paid.~~

~~16.48.130 Exemption and credits.~~

~~16.48.140 Penalty provisions.~~

~~16.48.150 Sunset clause.~~

~~16.48.160 Severability.~~

~~16.48.010 Legislative findings.~~

~~The City Council of the city finds, determines and declares that:~~

~~A. Policy PSCU-P-34 of the General Plan requires the city work with the Visalia Unified School District to coordinate land use and development with school location and site design to ensure that adequate facilities are available and integrated with neighborhoods;~~

~~B. The school district has presented information to the city establishing that existing school facilities are overcrowded and that further growth and development in the city will have a significant adverse impact o the capacity of the school system;~~

~~C. The school district has presented information to the city that the fee, charge, dedication or other requirement the district is authorized to levy against a development project pursuant to Government Code Sections 53080 and 65995 is insufficient to adequately fund the construction of new school facilities to meet the needs of growth in the community;~~

~~D. The school district has presented information to the city that it does not have the financial or other resources available to fund new school facilities;~~

~~E. While it is also the State of California's responsibility to fund the construction of new school facilities to meet the needs of growth, the state has not provided the financial or other resources necessary to meet the growing demand for new school facilities;~~

~~F. Pursuant to Education Code Section 17718.5(a) the State Board of Education is to encourage school districts to utilize alternative methods to fund school facilities;~~

~~G. Education Code Section 17717.7 encourages the use of alternative funding sources by creating a six-tiered priority list for qualifying for state funding that effectively encourages school districts to request only a maximum of fifty (50) percent of total construction costs;~~

~~H. The school district must expand its classroom facilities in order to meet the needs of a growing community without decreasing the current level of education in order to promote and protect the public health, safety and welfare.~~

~~I. The imposition of an environmental impact mitigation fee is a preferred method of ensuring that new development bears a proportionate share of the cost of capital facilities necessary to accommodate the student population generated by such development and thereby promotes and protect the public health, safety and welfare.~~

~~J. The fees established by Section 16.48.070 are derived from, are based upon, and do not exceed the costs of providing additional school facilities necessitated by new development for which the fees are levied.~~

~~K. The report entitled "Environmental Impact Mitigation – School Overcrowding – Fee Justification Report", dated May 18, 1992, sets forth a reasonable methodology and analysis for determination of the impact on new development on the need for and cost of additional school facilities within the school district;~~

~~L. The adoption of this chapter is consistent with the General Plan of the city.~~

~~16.48.020 Purpose.~~

~~The purpose of this chapter is to assess environmental impact mitigation fees against all new residential construction, and all remodels adding additional area to existing residential buildings, all consistent with definitions found in state law, to mitigate the impacts of said construction on the ability of the Visalia Unified School District to house new students resulting from new development in the city. Furthermore:~~

~~A. This chapter is intended to assist in the implementation of the land use element of the General Plan; and~~

~~B. The purpose of this chapter is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide school facilities in the Visalia Unified School District.~~

~~16.48.030 Short title, authority and applicability.~~

~~A. This chapter shall be known and may be cited as the "City of Visalia Environmental Impact Mitigation – School Overcrowding – Fee Ordinance."~~

~~B. The City Council of the city has the authority to adopt this chapter pursuant to Article XI of Section 7 of the Constitution of the state of California, and pursuant to Government Code Sections 65300 et seq., 66000 et seq., and 66470 et. seq. and Public Resources Code Sections 21000 et seq. of California Statutes, and its Charter.~~

~~C. This chapter shall apply in the incorporated area of the city to the extent permitted by Article XI of Section 7 of the Constitution of the state of California.~~

~~16.48.040 Rules of construction.~~

~~A. The provisions of this chapter shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.~~

~~B. For the purpose of administration and enforcement of this chapter, unless otherwise stated in this chapter, the following rules of construction shall apply to the text of this chapter:~~

~~1. In case of any difference of meaning or implication between the text of this chapter and any caption, illustration, summary table, or illustrative table, the text shall control.~~

~~2. The word "shall" is always mandatory and not discretionary; the word "may" is permissive.~~

~~3. Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the single, unless the context clearly indicates the contrary.~~

~~4. The phrase "used for" includes "arranged for," "designed for," "maintained for," or "occupied for."~~

~~5. The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.~~

~~6. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either...or," the con-junction shall be interpreted as follows:~~

~~a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.~~

~~b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.~~

~~c. "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.~~

~~7. The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of little kind or character.~~

~~8. "City engineer" means the city engineer or city officials he/she may designate to carry out the administration of this chapter.~~

~~16.48.050 Definitions.~~

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

~~"Assessable space" means the same as in Government Code Section 65995(b)(1).~~

~~"Building permit" means an official document or certificate issued by the city authorizing the construction of any structure used or intended for supporting or sheltering any use or occupancy.~~

~~"City" means the city of Visalia, a Charter Law city.~~

~~"Development permit" means a regulatory approval by the city.~~

~~"District" means the Visalia Unified School District.~~

~~"Feepayer" means a person commencing a land development activity that requires the issuance of a building permit or permit for mobile home installation.~~

~~"School development impact fee" means a fee, charge, dedication or other requirement the district is authorized to levy against a development project pursuant to Government Code Section 53080 and as said fee may be adjusted from time-to-time by the state Allocation Board pursuant to Government Code Section 65995(b)(2).~~

~~16.48.060 Imposition of environmental impact mitigation – School overcrowding – Fee.~~

~~A. Any person who, after the effective date of this chapter, seeks to develop land within the city by applying for: a building permit; an extension of a building permit issued prior to that date; a permit for manufactured home installations; or an extension of a permit for manufactured home installation issued prior to that date, is required to pay an environmental impact mitigation – school overcrowding – fee in the manner set forth in this chapter.~~

B. No new building permit or new permit for manufactured home installation for any activity requiring payment of an impact fee pursuant to Section 16.48.060(A) shall be issued unless and until the environmental impact mitigation – school over-crowding – fee required has been paid.

C. No extension of a building permit or permit for manufactured home installation issued prior to the effective date of this chapter, for any activity requiring payment of an impact fee pursuant to Section 16.48.060(A) shall be granted unless and until the environmental impact mitigation – school overcrowding – fee required has been paid. This subsection shall not apply if the applicant applying for an extension of a building permit or permit for manufactured home installation can demonstrate that a good faith effort has been applied to begin construction or that substantial completion has occurred in conformance with the approved building permit or permit for manufactured home installation.

16.48.070 Fee schedule.

A. The council shall establish by resolution, a schedule of environmental impact mitigation – school overcrowding – fees calculated to provide the sum of money necessary to pay for the share of the new facilities estimated total construction cost identified to be funded with environmental impact mitigation – school overcrowding – fees, as set forth in the report entitled "Environmental Impact Mitigation – School Overcrowding – Fee Justification Report". Such schedule shall be conditional and based on the following findings by the council:

1. The planned school facilities are in conformity with the land use element of the general plan of the city;

2. The development of property will require construction or acquisition of additional school facilities and that the fees are fairly apportioned on the basis of benefit conferred on property developed or to be developed or on the need for planned school facilities created by proposed or existing development of property;

3. That school facilities planned, including the conversion of additional elementary schools to year-round education, are in addition to any existing school facilities serving the district at the time of adoption of the land use element and are necessary to complete the plan for school facilities.

B. The schedule of fees shall be those amounts in effect on July 1, 1995 as established by Resolution No. 92-76 of the council and as adjusted pursuant to ordinance provisions adopted prior to the effective date of the ordinance codified in this section and shall remain in effect until July 1, 1997. Effective July 1, 1997, and each succeeding July 1st thereafter, the schedule of fees shall be adjusted in accordance with the following criteria:

1. On April 1st of each year the city engineer shall review the current National Engineering News Record Construction Cost Index (ENRCCI). When such index differs from the index for the preceding April 1st, the factor of increase or decrease shall be

applied to the schedule of fees. Such factor shall be computed by dividing the ENRCCI for the current April 1st by that pertaining to the previous April 1st. The individual environmental impact mitigation – school overcrowding – fees may be multiplied by said factor to determine the adjusted schedule of fees. The engineer shall present the new fee schedule for adoption by resolution of council after at least one public hearing. The revised fees shall become effective on the July 1st following except in no case shall the revised fees become effective until sixty (60) days following the publication of the revised fees.

2. If in the determination of the city engineer the adjustments of the schedule of fees produced by the procedure in subdivision 1 of this subsection is not representative of the actual change in costs of the planned school facilities, the city engineer may, in lieu of the procedures set forth in said subdivision, compute a new schedule of fees for adoption by resolution of the council after at least one public hearing. In addition, the district may request that the City Council review the fees to ensure that they are representative of the actual change in costs of the planned school facilities.

3. In the event of the adoption of a new schedule of fees by resolution of the council, such new schedule shall become effective sixty (60) days after the adoption thereof by the council. The adjustment of such schedule provided in subdivision 1 of this subsection shall begin the April 1st next occurring after adoption of the new schedule.

16.48.080 Computation of the amount of environmental impact mitigation—School overcrowding – Fee.

A. The environmental impact mitigation – school overcrowding – fee shall be equal to the difference between the fee established by the schedule of fees adopted or revised pursuant to Section 16.48.070 and the school development impact fee already assessed and collected by the district but in no case shall this difference be considered a credit to the feepayer.

B. Government Code Section 6599(b)(3) requires the State Allocation Board to review, at regular intervals, the school development impact fees. If within one hundred eighty (180) days of any action by the State Allocation Board to modify the school development impact fee either upward or downward, the district does not adjust the school development impact fee already assessed and collected by the district to reflect the action of the State Allocation Board, the city shall use the amount authorized by the State Allocation Board in its calculations to determine the amount of the environmental impact mitigation – school overcrowding – fee.

C. For new residential construction the fee paid pursuant to this chapter shall be equal to the product of the environmental impact mitigation – school overcrowding –fee identified in subsection (A) of this section and the assessable space for the building under consideration. For residential remodel construction the criteria imposed by Government Code Section 53080(a)(1) shall apply. For senior citizen housing, a residential care facility, or a multilevel facility for the elderly, criteria imposed by Government Code Section 65995.1 shall apply.

D. This chapter shall not apply to building permits issued for commercial, office or industrial projects.

16.48.090 Payment of fee.

A. The feepayer shall pay the environmental impact mitigation – school overcrowding – fee required by this chapter prior to the issuance of a building permit or a permit for mobile home installation. This fee paid shall be in addition to and collected in the same manner as the school development impact fee already assessed and collected by the district.

B. All funds collected shall be properly identified and used solely for the purposes specified in Section 16.48.110.

16.48.100 Timing of fee payment.

A. Notwithstanding the requirements of Section 16.48.090, the City Council may, by resolution, authorize the payment of the fee at a time other than that identified in Section 16.48.090.

B. In adopting the resolution identified in subsection (A) of this section the City Council shall make the following findings:

1. That the state of the economy in the city is such that the deferment of the fee required by this chapter will stimulate the economy and enhance the provision of jobs; and

2. That the deferment of the fee required by this chapter will not materially affect the ability of the city to deliver its five-year capital improvement program.

C. In adopting the resolution identified in subsection (A) of this section, the City Council shall:

1. Identify the point in time at which the fee shall be paid; provided, that in no event shall the deferral be extended beyond the time of the final inspection or issuance of the certificate of occupancy, whichever occurs first;

2. Identify to which major land use category (i.e., residential, commercial, office and/or industrial) the resolution applies;

3. Identify whether or not a contract shall be entered into by and between the property owner, or lessee if the lessee's interest appears of record, and the city prior to the issuance of the building permit. If a contract is required to be executed, it shall be processed and recorded in accordance with Government Code Section 66007(c). In lieu of entering into a contract, if one is required, the feepayer may provide such other form of surety instrument guaranteeing payment of the fee as may be acceptable to the city engineer or his/her designees and the city attorney;

4. Impose a penalty, equal to one hundred (100) percent of the amount of the fees deferred on any party who fails to pay the deferred fee by the point in time specified in said resolution; and

5. Provide that a party who fails to pay said deferred fees by the point in time specified in said resolution shall further forfeit the future right to defer such fees on parcels in which said party has a financial interest.

16.48.110 Use of funds.

A. Funds collected from environmental impact mitigation – school overcrowding – fees shall be used to fund or partially fund the construction or reconstruction of school facilities to meet the needs of new residential development in the district to include residential infill projects and residential remodel projects that meet the criteria of Section 16.48.080(B). The use of these fees shall be in accordance with Government Code Section 53080 et seq. and Government Code Section 65995 et seq.

B. Funds may be used to provide refunds as described in Government Code Section 53080.3. Refunds shall be processed in accordance with Section 16.48.120.

C. The city may retain a portion of the fee per building permit issued for which the fee is paid as compensation for the expense of collecting the fee and administering this chapter consistent with Government Code Section 53080(a)(5). The City Council shall establish this amount by resolution.

16.48.120 Refund of fees paid.

A. If a building permit or permit for manufactured home installation expires without commencement of construction, then the feepayer shall be entitled to a refund, without interest, of the fee paid plus a condition of its issuance; except, that the city and district shall retain three percent of the fee, to be shared equally, to offset a portion of the costs of collection and refund. The feepayer must submit an application for such refund to the city engineer within thirty (30) days of the expiration of the permit. Within ten working days of receipt of an application for refund the city engineer shall notify the district in writing of such refund request and the status of the building permit. The district shall issue a refund within twenty (20) working days or issue written findings as to why the refund shall not be made.

B. Any funds not expended or encumbered by the end of the calendar quarter immediately following five years from the date the fee was paid shall, upon application of the then current landowner, be returned to such landowner with any interest incurred thereon; provided, that the landowner submits an application for a refund to the city engineer within one hundred eighty (180) days of the expiration of the six-year period. Within ten working days of receipt of an application for refund the city engineer shall notify the district in writing of such refund request. The district shall issue a refund within

twenty (20) working days or issue written findings as to why the refund shall not be made.

16.48.130 Exemption and credits.

A. The following shall be exempted from payment of the environmental impact mitigation – school overcrowding – fee. Any claim of exemption must be made no later than the time of application for a building permit or permit for mobile home installation. Any claim not so made shall be deemed waived.

1. The reconstruction of any residential structure that is damaged or destroyed as a result of a disaster pursuant to Government Code Section 53080.6;

2. An applicant for a development permit who has prepared and submitted a mitigation plan identifying how he/she plans to provide for the mitigation of the impacts the proposed project may have on the facilities of the district; provided that the district presents the city with a written statement signed by its superintendent, or his/her designee, indicating that the district accepts the mitigation plan. The phrase "mitigation plan" as used in this chapter shall include, but not be limited to, financing or construction measures that provides funds or structures (through purchase, sale, or lease-back) for permanent school district facilities or any modification to the proposed project that reduces or eliminates the impact on the district.

B. The District may grant a credit for land and facilities dedicated to the district consistent with the policies of the City's General Plan. The responsibility for negotiating such a credit shall rest with the district and the feepayer and any such credit granted shall not be considered by the city unless and until a written statement signed by the superintendent, or his/her designee, of the district indicating that the district grants the credit. The responsibility for managing the accounting of such credits shall rest with the district.

16.48.140 Penalty provisions.

A violation of this chapter shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution the city shall have the power to sue in civil court to enforce the provisions of this chapter.

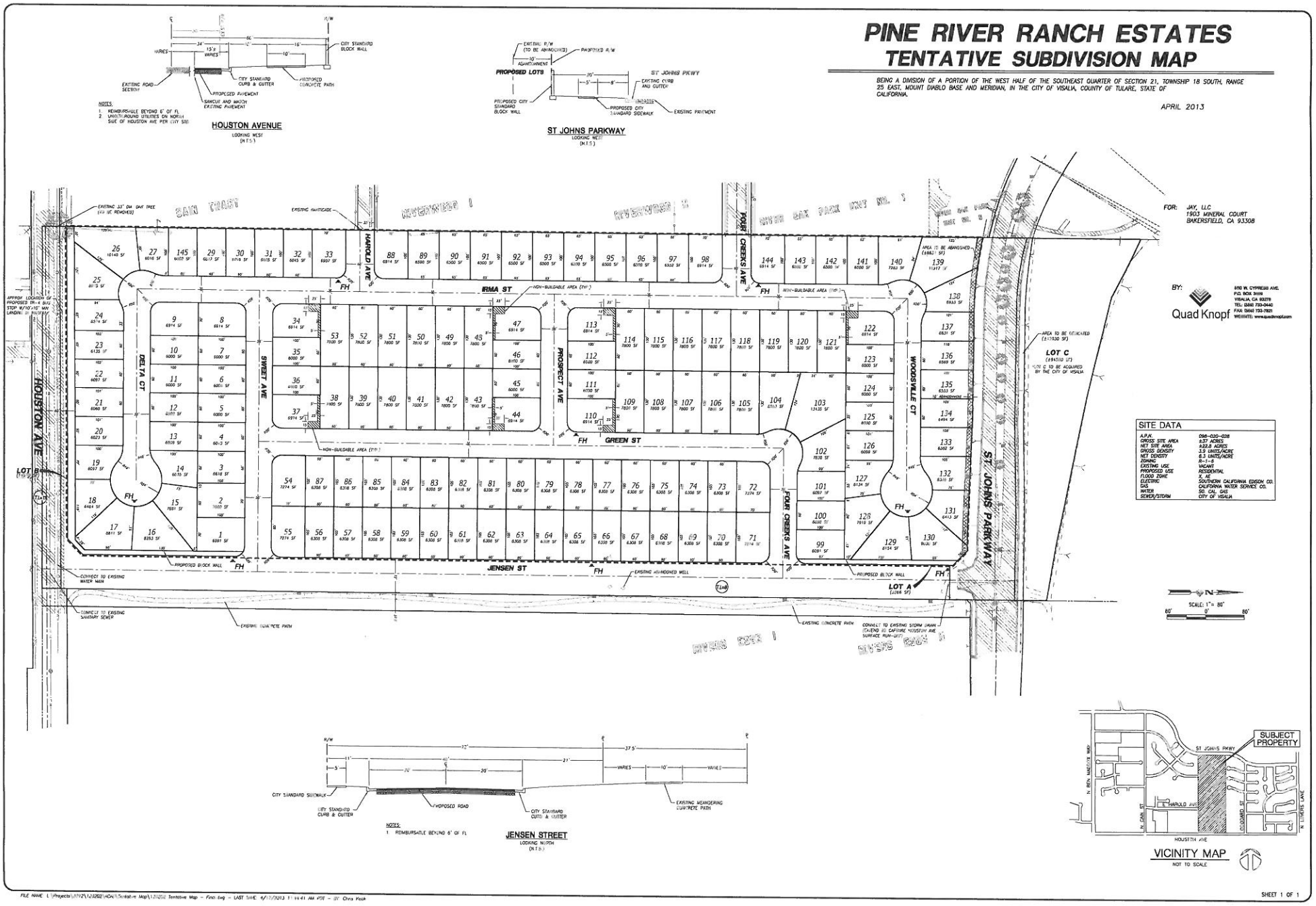
16.48.150 Sunset clause.

This chapter shall terminate one hundred eighty (180) days following any action taken by the state of California to either eliminate the provisions of Government Code Section 53080 et seq., or the elimination of the caps on school development fees imposed by Government Code Section 65995 et seq.

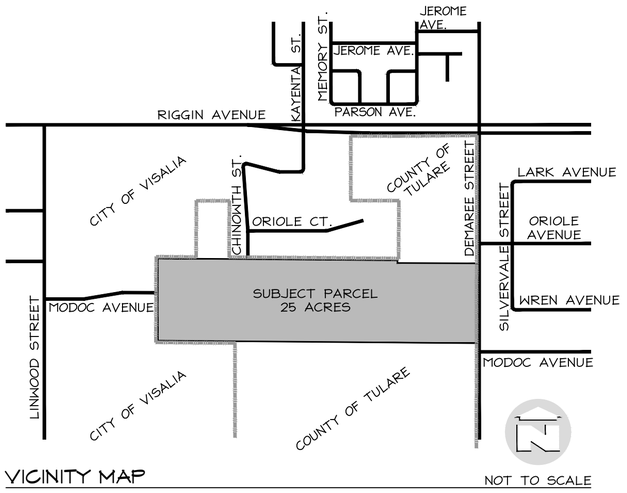
~~16.48.160 Severability.~~

~~If any section, phrase, sentence or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.~~

Exhibit "A"

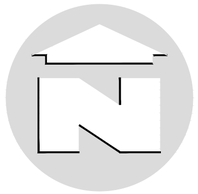

PINE RIVER RANCH ESTATES
TENTATIVE SUBDIVISION MAP
BEING A DIVISION OF A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
APRIL 2013
HOUSTON AVENUE
LOOKING WEST (N.T.S.)
ST JOHNS PARKWAY
LOOKING NORTH (N.T.S.)
FOR: JAY, LLC
1903 MINERAL COURT
BAKERSFIELD, CA 93308
BY: Quad Knopf
SITE DATA
A.P.N. 098-020-026
GROSS SITE AREA 11.37 ACRES
NET SITE AREA 9.22.8 ACRES
GROSS DENSITY 3.9 UNITS/ACRE
NET DENSITY 6.3 UNITS/ACRE
ZONING R-1-6
EXISTING USE VACANT
PROPOSED USE RESIDENTIAL
FLOOD ZONE X, AE
ELECTRIC SOUTHERN CALIFORNIA EDISON CO.
GAS CALIFORNIA WATER SERVICE CO.
WATER SO. CAL. GAS
SEWER/STORM CITY OF VISALIA
LOT A (1268 SF)
LOT B
LOT C (±45,510 SF)
JENSEN ST
GREEN ST
IRMA ST
HOUSTON AVE
DELTA CT
SWEET AVE
PROSPECT AVE
WOODSDALE CT
FOUR CREEKS AVE
HAROLD AVE
ST. JOHNS PARKWAY
SCALE: 1" = 80'
SUBJECT PROPERTY
VICINITY MAP
NOT TO SCALE
SHEET 1 OF 1

KAYENTA CROSSING



VICINITY MAP — NOT TO SCALE

EXISTING USE	VACANT
PROPOSED USE	RESIDENTIAL: SINGLE-FAMILY
WATER BY	CALIFORNIA WATER SERVICE
SEWER BY	CITY OF VISALIA
REFUSE BY	CITY OF VISALIA
ELECTRICITY BY	SOUTHERN CALIFORNIA EDISON CO.
GAS BY	SOUTHERN CALIFORNIA GAS CO.



SCALE: 1" = 100'

LOTS 'A', 'B' AND 'C' SHALL BE DEDICATED TO THE CITY OF VISALIA FOR LANDSCAPE, LIGHTING AND SIDEWALK PURPOSES.

TENTATIVE SUBDIVISION MAP

BEING A DIVISION OF A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

MARCH 2015

PREPARED BY: NEIL ZERLANG - LAND SURVEYOR

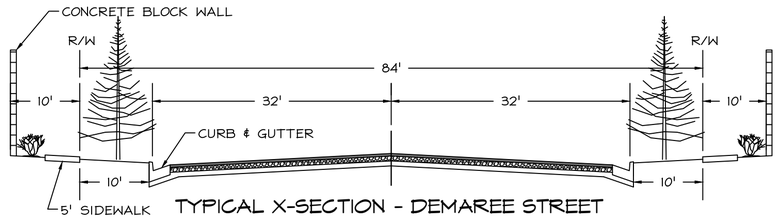
2908-B WEST MAIN STREET, VISALIA, CA 93291; (559) 739-1616

PREPARED FOR: TIM BULLOCK

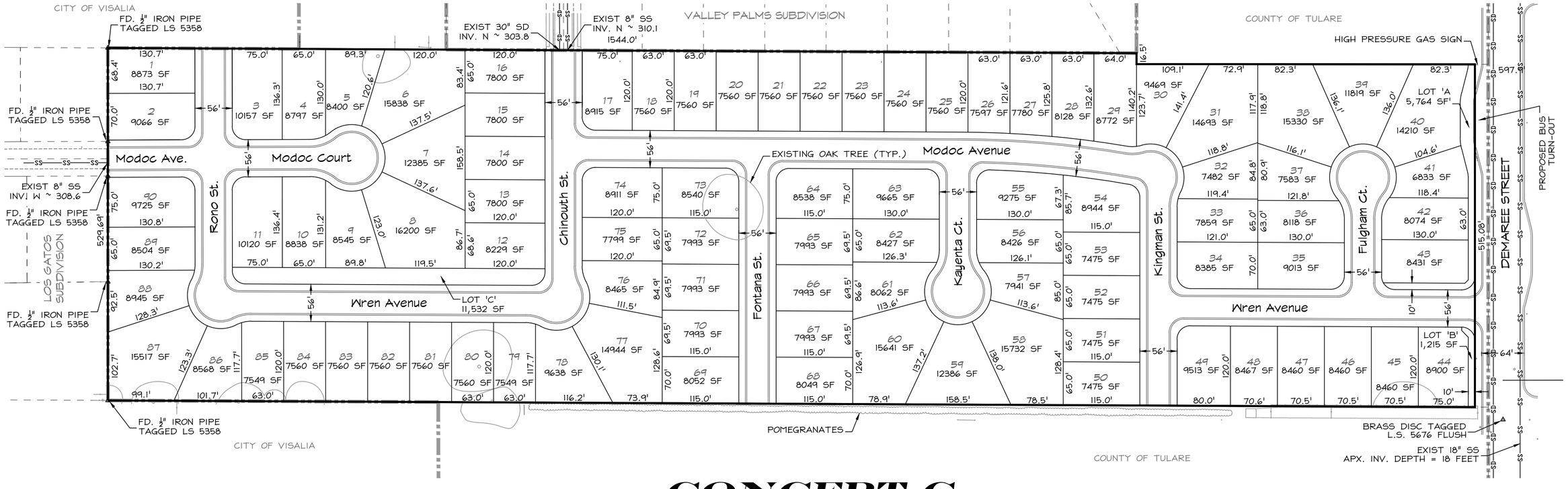
P.O. BOX 3593, VISALIA, CA 93278; (559) 804-9865

ASSESSOR'S PARCEL NO.: 077-180-009

ZONE: AE-20 (COUNTY) FLOOD ZONE: 'X'



TYPICAL X-SECTION - DEMAREE STREET



CONCEPT C

TENTATIVE SUBDIVISION
CAMPO ESTATES

BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA. 04-27-16



OWNER:

JANET MARTIN-DEL CAMPO
1546 PARKVIEW AVE.
VISALIA, CA. 93292

DEVELOPER:

QUEST EQUITY LLC
1969 HILLMAN ST.
TULARE, CA. 93274
(559) 686-4852

A.P.N. #126-012-078

SITE NOTES

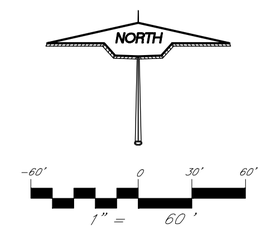
EXIST. USE: VACANT
PROPOSED USE: RESIDENTIAL
SEWAGE DISPOSAL: CITY OF VISALIA
DRAINAGE: C.O.V. STORM BASIN
WATER SUPPLY: CAL. WATER CO.
FLOOD ZONE: 'AE'
TOTAL LOTS: 101
LOT AREA: 6,000 MIN/ 11,747 MAX
ZONING: R1-6
TOTAL AREA: 21.3 AC.
DENSITY: 4.74 UNITS/AC

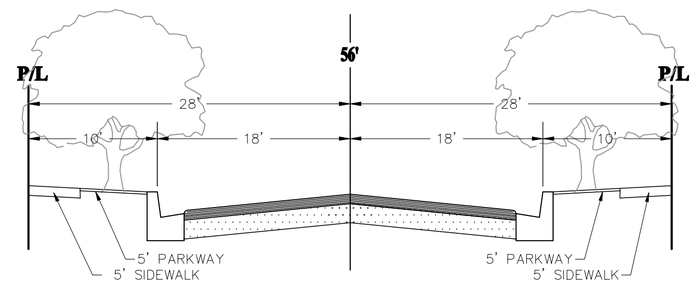
A) ALL EXISTING ON-SITE IRRIGATION SYSTEMS SHALL BE ABANDONED & REMOVED PER CITY STD'S.

B) LOTS 60-62 AND 81-83 TO COMPLY WITH THE "NO BUILD AREA" ON REVERSE CORNER LOTS PER CITY STD.

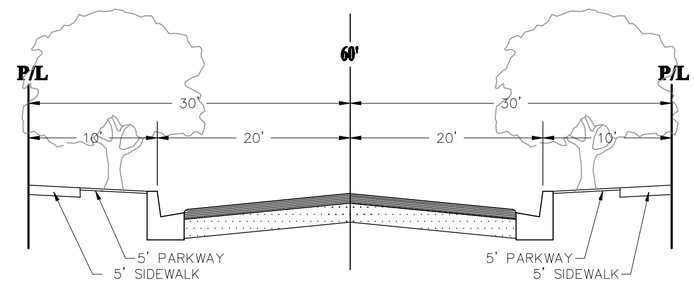
LEGEND

(332.33EG)	EXISTING GRADE
	DIRECTION OF SURFACE FLOW
	(P) FIRE HYDRANT
	(P) STREET LIGHT
	(E) STREET LIGHT
TC	TOP OF CURB
SS	SANITARY SEWER
SD	STORM DRAIN
(F)	FUTURE
(E)	EXISTING
(P)	PROPOSED





LOCAL STREETS N.T.S.



E. DOROTHEA AVE. N.T.S.



NORTH

SUBJECT PROPERTY

VICINITY MAP N.T.S.

G:\AWE\2016\16501\dwg\MASTER.dwg - shawnd - May, 05 2016 - 02:25pm - A.W. Engineering

MARCH 2018

CANDELAS

TENTATIVE SUBDIVISION MAP

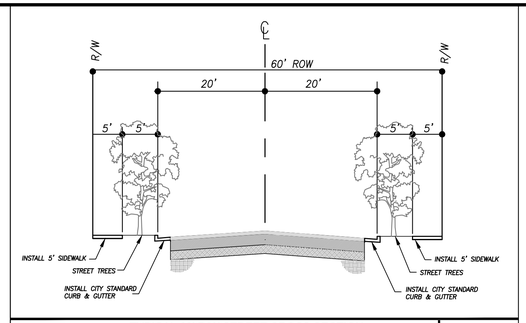
BEING A PORTION PARCELS 18 AND 10 RECORDED IN BOOK 101 OF PARCEL MAPS AT PAGE 30 AND 31, OF TULARE COUNTY RECORDS, LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE & MERIDIAN.

LEGEND:	
APN	*101-300-018, 101-310-010*
ACREAGE:	*32.5 AC*
FLOOD ZONE:	*ZONE X*
ZONING (EXISTING):	*R-1-5*
ZONING (PROPOSED):	*R-1-5*
GENERAL PLAN (EXISTING):	*LOW DENSITY RESIDENTIAL*
GENERAL PLAN (PROPOSED:)	*LOW DENSITY RESIDENTIAL,*
ELECTRICITY:	*SOUTHERN CALIFORNIA EDISON*
TELEPHONE:	*AT&T*
REFUSE:	*CITY OF VISALIA*
NATURAL GAS:	*SOUTHERN CALIFORNIA EDISON*
EXISTING USE:	*VACANT*
PROPOSED USE:	*SINGLE FAMILY RESIDENTIAL*
LOW DENSITY RESIDENTIAL:	*GROSS ACREAGE: 32.8 AC* *NET ACREAGE: 25 AC* *TOTAL UNITS: 149 DU*
GROSS DENSITY:	*TOTAL GROSS ACREAGE: 32.5 AC* *TOTAL UNITS: 149 UNITS* *TOTAL DENSITY: 4.58 DU/AC*
NET DENSITY:	*TOTAL NET ACREAGE: 23.95 AC* *TOTAL UNITS: 149 UNITS* *TOTAL DENSITY: 6.22 DU/AC*

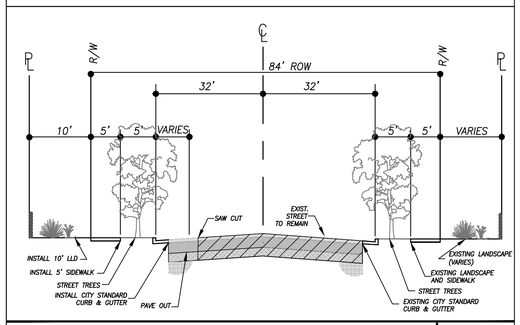
LOT INFORMATION

MIN LOT SIZE:	*5,500 SF*
MAX LOT SIZE:	*13,554 SF*
AVE. LOT SIZE:	*7,000 SF*

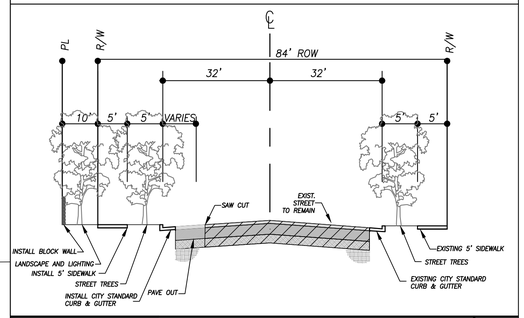
LOT A-E TO BE DEDICATED TO CITY OF VISALIA



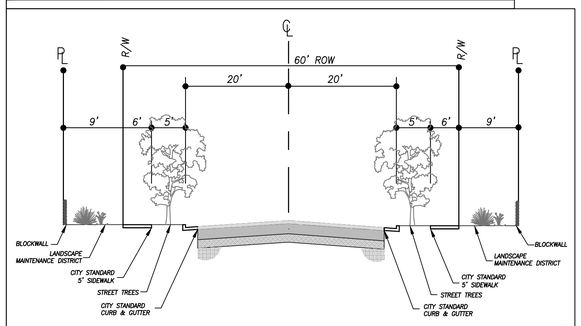
TYPICAL 60' R/W STREET CROSS SECTION | NTS



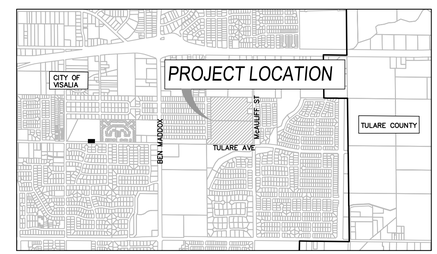
McAULIFF CROSS SECTION (LOOKING NORTH) | NTS



TULARE AVENUE CROSS SECTION (LOOKING EAST) | NTS



ENTRYWAY CROSS SECTION (WESTCOT AVE) | NTS



VICINITY MAP



PREPARED BY:

4CREEKS

324 S. SANTE FE, STA. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215



VISTA DEL SOL TENTATIVE MAP

BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT AT THE DATE OF THE ISSUANCE OF THE PATENT THEREOF.

IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

PROJECT SITE INFORMATION

JANUARY 2021

APNs:
126-920-007, 126-920-008

ADDRESS:
2300 E. K AVENUE
VISALIA, CA 93292

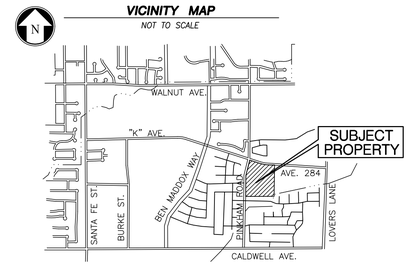
RECORD OWNERSHIP:
VISALIA UNIFIED SCHOOL DISTRICT
5600 E. CYPRESS AVE.
VISALIA, CA 93292

SUBDIVIDER:
SAN JOAQUIN VALLEY HOMES
5607 AVENIDA DE LOS ROBLES
VISALIA, CA 93291
(559) 732-2660

901 EAST MAIN STREET TEL: (559) 733-0440
VISALIA, CA 93292 WWW.QKINC.COM
© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

VICINITY MAP

NOT TO SCALE



UTILITIES

SOUTHERN CALIFORNIA EDISON:
MISAEL IBARRA
2425 S. BLACKSTONE STREET, TULARE, CA 93274
O: 559-684-3532
C: 559-801-1272
misael.ibarra@sce.com

SOUTHERN CALIFORNIA GAS COMPNAY:
JUAN MEJORADO
404 N. TIPTON STREET, VISALIA, CA 93292
559-739-2317
JMMejorado@socalgas.com

AT&T:
ERIN PECTOL
217 W. ACEQUIA AVENUE, VISALIA, CA 93291
O: 559-739-6649
C: 559-737-1637
ep8545@att.com

COMCAST:
MICHAEL CORRAL
1031 N. PLAZA DRIVE, VISALIA, CA 93291
O: 559-735-2104
C: 559-217-9003
Michael_Corral@comcast.com

PHASING

THE APPLICANT RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. PHASE LINES SHOWN HEREON ARE PLANNED, AND SUBJECT TO CHANGE.

ACREAGE AND LAND USE

	NO. OF UNITS	GROSS ACRES	GROSS DENSITY UNITS/ACRE	PROPOSED ZONE
60' x 108' LOTS AND PUBLIC STREETS:	95	21.45	4.43	R-1-5
PARK (PUBLIC) – OUTLOT A:	N/A	0.32	N/A	QP
LANDSCAPE – OUTLOTS B-D:	N/A	0.63	N/A	VARIOUS
TOTALS:	95	22.40		

LEGEND

- CENTERLINE
- PROPERTY LINE
- PROPOSED BLOCK WALL
- SECTION LINE
- EXISTING RIGHT OF WAY
- EXISTING LOT LINES
- PUBLIC UTILITY EASEMENT
- EXISTING CHAIN LINK FENCE
- EXISTING WOOD FENCE
- EXISTING EDGE OF PAVEMENT/ROAD
- EXISTING CURB AND GUTTER
- (OE) EXISTING OVERHEAD ELECTRICAL
- EXISTING STREETLIGHT
- EXISTING GUY ANCHOR
- EXISTING POST
- EXISTING WATER VALVE
- EXISTING POWER POLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING CHRISTIE BOX
- EXISTING SIGN
- EXISTING VENT PIPE
- EXISTING STAND PIPE
- EXISTING RISER
- EXISTING WELL
- EXISTING TREE

TOPOGRAPHIC SURVEY

TOPOGRAPHIC INFORMATION SHOWN ON THIS MAP WAS COLLECTED AND PROVIDED BY QK IN DECEMBER 2020.
LICENSED LAND SURVEYOR: JOCELYN CORREA, PLS 9596

FLOOD NOTE

THE SUBJECT SITE IS WITHIN FLOOD ZONES X AS SHOWN ON FEMA FIRM PANEL 06107C0945E, EFFECTIVE 6/16/2009.

ABBREVIATIONS

D.N.	DENOTES RECORD DOCUMENT NUMBER, TULARE COUNTY RECORDS
I.N.	DENOTES RECORD INSTRUMENT NUMBER, TULARE COUNTY RECORDS
O.R.T.C.	OFFICIAL RECORDS TULARE COUNTY
PUE	PUBLIC UTILITY EASEMENT
REC.	RECORDED
ROW	RIGHT OF WAY
T.C.R.	TULARE COUNTY RECORDS
R.M. XX-YY	VOLUME XX OF MAPS, PAGE YY, TULARE COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS

N
80' 0' 80'
SCALE: 1"= 80'

L:\PROJECTS\2020\200416\ACAD\TENTATIVE MAP\200416-TM_REVISED.DWG 2/25/2021 9:04 AM

SEPTEMBER 2021

SEQUOIA BEND ESTATES
TENTATIVE SUBDIVISION MAP

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA

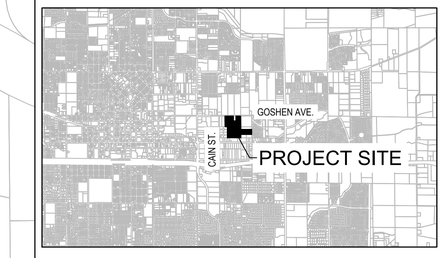
ENGINEER/PLANNER:	4-CREEKS INC.
APN:	098-142-57 & 098-330-006
ACREAGE:	30 ±
PROPOSED LOTS:	138
FLOOD ZONE:	AE & X
EXISTING ZONING:	R-1-5
EXISTING GENERAL PLAN:	LOW DENSITY RESIDENTIAL
ELECTRICITY:	SOUTHERN CALIFORNIA EDISON
WATER:	CAL WATER
TELEPHONE:	AT&T
REFUSE DISPOSAL:	CITY OF VISALIA
NATURAL GAS:	SOUTHERN CALIFORNIA GAS
EXISTING USE:	VACANT
PROPOSED USE:	LOW DENSITY RESIDENTIAL

DENSITY:

LOTS:	138
GROSS ACREAGE:	30
GROSS DENSITY:	4.6 DU/AC
NET ACREAGE:	18.3
NET DENSITY:	7.5 DU/AC

SETBACKS (MINIMUM):

FRONT YARD: 22' TO GARAGE, 15' TO LIVING SPACE
SIDE YARD: 5'
CORNER LOTS: 10' (22' GARAGE STREET SIDE)
REAR YARD: 25'



VICINITY MAP

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

ST. JOHN'S RIVER

CITY OWNED
RIPARIAN SETBACK

716'-4"

WOOD FENCE

751'-0"

OUTLOT D
14,483 SF POCKET PARK

STREET

COURT

60'-0"

EXISTING PARCEL LINE

LOT 13
39-11

LOT 6
39-11

LOT 10
39-11

LOT 11
39-11

LOT 12
39-11

DEAD END TO BE REMOVED

OUTLOT A

OUTLOT B

OUTLOT C

5'-0"

CITY STANDARD BLOCK WALL

STOP SIGN

TO BE EVALUATED/ REMOVED

EXISTING PARCEL LINES

TOWER RD

CITY BIKE TRAIL

CITY STANDARD BLOCK WALL

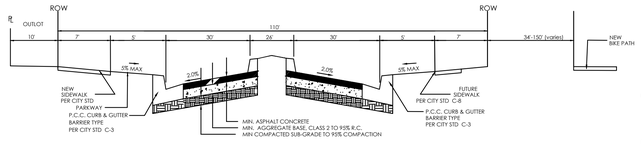
SCE WEST ESMT LINE

150'-0"

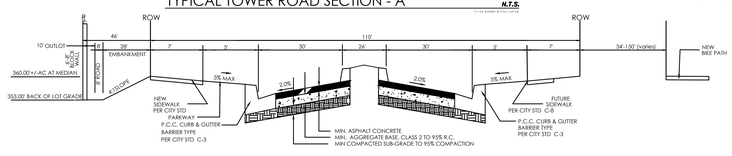
ST JOHNS PKWY

RIVER RUN PHASE 5

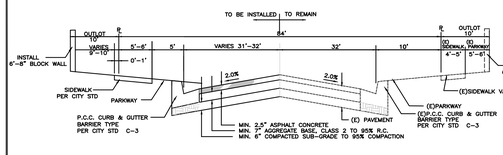
HATCHING INDICATES ACCESS EASEMENT PER RIVER RUN LARGE LOT SUBDIVISION MAP 39-11



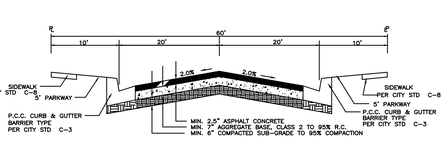
TYPICAL TOWER ROAD SECTION - A N.T.S.



TYPICAL TOWER ROAD SECTION - B N.T.S.



TYPICAL ST JOHNS PARKWAY SECTION - C N.T.S.



LOCAL STREETS N.T.S.

TENTATIVE SUBDIVISION MAP FOR
RIVER RUN 2022

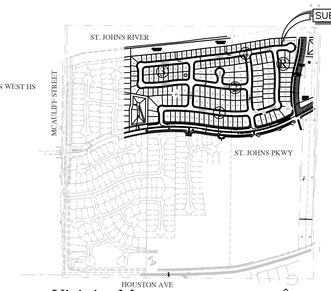
VISALIA CALIFORNIA

OWNER
DORIS DYT

DEVELOPER
QUEST EQUITY LLC
GREG NUNLEY (559)799-6993
1878 N MOONEY BLVD SUITE J
TULARE, CA 93274

PROJECT INFO
NORTH EAST OF MCAULIFF STREET AND ST. JOHNS PARKWAY
APN: 103-020-051, 103-020-052, 103-020-057,
103-020-064, 103-020-070
TOTAL AREA: 33.02 AC
EXIST. USE: AGRICULTURE
PROPOSED USE: RESIDENTIAL
FLOOD ZONE: X AND AE
TOTAL LOTS: 160 (56 LOTS UNDER 5,000SF/104 LOTS OVER 5,000 SF)
LOT AREA: 3,500 MIN/ 10,956 MAX
ZONING: R-1
DENSITY: 4.84 UNITS/AC

PHASED LOTS
PHASE 1-40 LOTS
PHASE 2-52 LOTS
PHASE 3-29 LOTS
PHASE 4-21 LOTS
PHASE 5-18 LOTS
TOTAL LOTS - 160 LOTS



Vicinity Map
NO SCALE

N
W E
S
1"=60'-0"

REVISIONS		
MARK	DATE	
1		
2		
3		
4		

DRAWN BY: BN
DATE: JULY 13, 2022
SCALE: 1"=60'-0"

ENGINEERING
A.W.
724 N. BEN MADDOX WAY SUITE A
VISALIA, CA. 93292
(559) 713-6139
awengineering09@gmail.com

TENTATIVE SUBDIVISION MAP FOR
RIVER RUN 2022
VISALIA CALIFORNIA

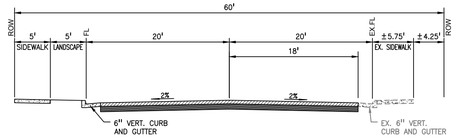
SHEET
SITE

JOB NUMBER:

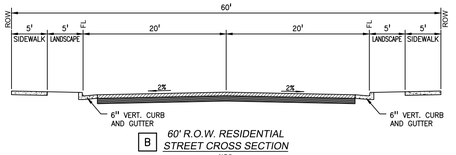
TENTATIVE SUBDIVISION MAP

VISALIA 35

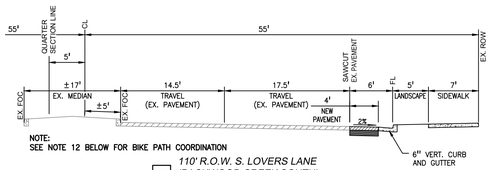
A PORTION OF THE WEST 1/2 SECTION 34, T 18S, R 25E, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA



A 60' S. VISTA STREET CROSS SECTION
SCALE:1"=10'

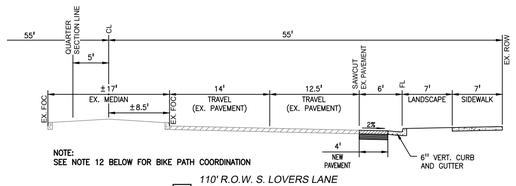


B 60' R.O.W. RESIDENTIAL STREET CROSS SECTION
N.T.S.



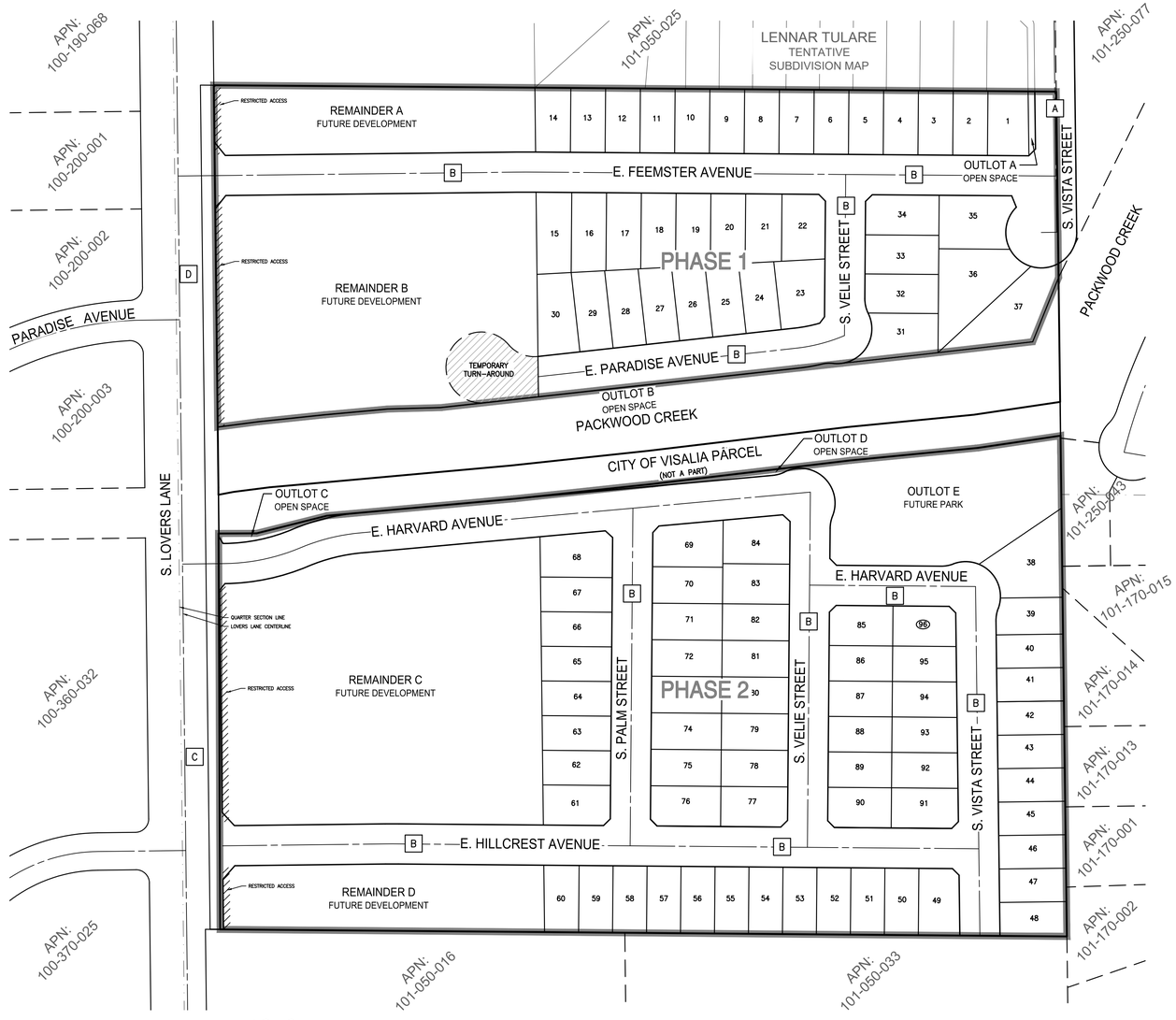
NOTE:
SEE NOTE 12 BELOW FOR BIKE PATH COORDINATION

C 110' R.O.W. S. LOVERS LANE (PACKWOOD CREEK SOUTH) CROSS SECTION
N.T.S.



NOTE:
SEE NOTE 12 BELOW FOR BIKE PATH COORDINATION

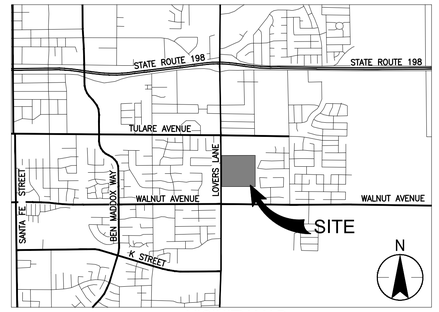
D 110' R.O.W. S. LOVERS LANE (PACKWOOD CREEK NORTH) CROSS SECTION
N.T.S.



N

100 50 0 100 200

SCALE: 1" = 100'



VICINITY MAP
N.T.S.

TENTATIVE MAP INFORMATION

OWNER:	FOREBAY FARMS, LLC PO BOX 2717 MERCED, CA 95344
DEVELOPER:	FOREBAY FARMS, LLC PO BOX 2717 MERCED, CA 95344
ENGINEER:	VVH CONSULTING ENGINEERS 430 10TH STREET MODESTO, CA 95354 PH. 209.568.4477 CASEY BARKMAN: cbarkman@vvhce.com
ASSESSORS PARCEL NUMBER:	101-050-019
PARCEL SIZE:	±35.07 ACRES
EXISTING ZONING:	O-PA PROFESSIONAL/ADMINISTRATIVE OFFICE R-M-2 MULTI-FAMILY RESIDENTIAL R-1-5 SINGLE-FAMILY RESIDENTIAL OS OPEN SPACE
EXISTING GENERAL PLAN DES.:	LOW DENSITY RESIDENTIAL MEDIUM DENSITY RESIDENTIAL OFFICE PARKS/RECREATION
EXISTING USE:	VACANT/UNDEVELOPED

PROPOSED LOT SIZE

	WIDTH	SQUARE FOOTAGE
R-1-5 (LOW DENSITY RES.):	50'	5,000
CORNER:	60'	6,000

ZONING DENSITY

	UNITS	NET ACREAGE	GROSS ACREAGE	DENSITY
R-1-5 (LOW DENSITY RES.)	96	12.59	18.64	5.15 DU/A (UNITS/GROSS)
R-M-2 (MULTI-FAMILY RES.)		8.08	9.82	
O-PA (OFFICE-PRO. ADMIN.)		2.10	2.39	
OPEN SPACE		4.22	4.22	
RIGHT OF WAY		8.08	N/A	
TOTAL	96	35.07	35.07	

REMAINDER TABLE

	AREA	USE
A	1.11 AC	FUTURE DEVELOPMENT
B	3.58 AC	FUTURE DEVELOPMENT
C	4.42 AC	FUTURE DEVELOPMENT
D	1.09 AC	FUTURE DEVELOPMENT

OUTLOT TABLE

A	910 SF	PARK STRIP (OPEN SPACE)
B	2.88 AC	OPEN SPACE (DEDICATION TO THE CITY OF VISALIA)
C	1,558 SF	OPEN SPACE (DEDICATION TO THE CITY OF VISALIA)
D	1,622 SF	OPEN SPACE (DEDICATION TO THE CITY OF VISALIA)
E	1.24 AC	PARK (OPEN SPACE)

OPEN SPACE TOTAL - 4.22 AC (12.03% NET)

JURISDICTION

SEWER:	CITY OF VISALIA
WATER:	CALIFORNIA WATER
STORM DRAIN:	CITY OF VISALIA
GARBAGE:	CITY OF VISALIA
ELECTRIC:	SOUTHERN CALIFORNIA EDISON
GAS:	SOUTHERN CALIFORNIA GAS
CABLE:	XFINITY
TELEPHONE:	AT&T
FIRE PROTECTION:	CITY OF VISALIA
SCHOOL DISTRICT:	VISALIA UNIFIED SCHOOL DISTRICT

FLOOD ZONE

MAP:	06107C0934E
EFFECTIVE DATE:	06-16-2009
PANEL:	0934E
COMMUNITY:	CITY OF VISALIA, 060409
ZONE:	X; 0.2% ANNUAL CHANCE OF FLOOD; 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT

R-1-5 ZONING SETBACKS

FRONT (EXTERIOR)	15' LIVING SPACE 22' GARAGE
FRONT (EXTERIOR) CUL-DE-SAC/KNUCKLE	15' LIVING 20' GARAGE
SIDE (INTERIOR)	5'
SIDE (EXTERIOR)	10'
REAR	25'

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

The Northwest Quarter of the Southwest Quarter, and the North half of the Southwest Quarter of the Southwest Quarter, all in Section 34, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the City of Visalia, County of Tulare, State of California, according to the Official Plat thereof.

EXCEPTING therefrom a strip of land 2 rods off the West side of the Northwest Quarter of the Southwest Quarter and the North half of the Southwest Quarter of the Southwest Quarter of said Section 34.

ALSO EXCEPTING THEREFROM the North 720 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat of the Survey of said land on file in the Bureau of Land Management at the date of the issuance of the patent thereof.

ALSO EXCEPTING THEREFROM the West 33 feet thereof.

ALSO EXCEPTING THEREFROM the West 60 feet of the North 720 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 18 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat of the Survey of said land on file in the Bureau of Land Management at the date of the issuance of the patent thereof.

ALSO EXCEPTING THEREFROM that portion conveyed to the City of Visalia, a municipal corporation by Grant Deed recorded October 9, 2017, as Instrument No. 2017-62355, of Official Records.

NOTES

1. THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS SHALL BE VERIFIED PRIOR TO FINAL MAP.
2. A 10' PUBLIC UTILITY EASEMENT (P.U.E. OF PUE) WILL BE LOCATED ADJACENT TO AND PARALLEL WITH ALL PUBLIC RIGHT OF WAYS.
3. PURSUANT TO GOVERNMENT CODE SECTION 66456.1, THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS BASED UPON THIS TENTATIVE SUBDIVISION MAP. THE FILING OF A FINAL MAP ON A PORTION OF THIS TENTATIVE SUBDIVISION MAP SHALL NOT INVALIDATE ANY PART OF THIS TENTATIVE SUBDIVISION MAP.
4. LOT NUMBERS ARE FOR IDENTIFICATION PURPOSES ONLY.
5. FIRE HYDRANTS AND ELECTROLIERS ARE TO BE DESIGNED AND LOCATED PER CITY OF VISALIA STANDARDS AND SPECIFICATIONS.
6. UTILITY SIZING, LOCATION, CONNECTION POINTS, STREET GRADES, PAD ELEVATIONS AND LOT DIMENSIONS ARE PRELIMINARY ONLY AND SUBJECT TO FINAL ENGINEERING DESIGN.
7. ALL UTILITIES WILL BE PLACED UNDERGROUND WITHIN THE PUBLIC RIGHT OF WAY OR PUBLIC UTILITY EASEMENTS. PUBLIC UTILITY EASEMENTS WILL BE PROVIDED AS REQUIRED BY THE CITY OF VISALIA AND UTILITY COMPANIES.
8. THE BOUNDARY INFORMATION IS BASED UPON A FIELD SURVEY PERFORMED BY VVH CONSULTING ENGINEERS.
9. FINAL LANDSCAPE AND IRRIGATION PLANS ARE TO BE SUBMITTED ALONG WITH FINAL IMPROVEMENT PLANS.
10. SUBDIVISION SIGNAGE PER CITY OF VISALIA REQUIREMENTS.
11. TOPOGRAPHICAL SURVEY PERFORMED BY VVH CONSULTING ENGINEERS ON 10-31-2019.
12. A CLASS 4 BIKE PATH IS TO BE CONSTRUCTED ALONG THE ENTIRE PROJECT FRONTAGE OF LOVERS LANE AND MAY BE PHASE BASED ON THE PROJECT PHASING SHOWN ON THIS TENTATIVE MAP AND/OR AS APPROVED BY THE CITY OF VISALIA. THE DEVELOPER SHALL COORDINATE WITH THE CITY OF VISALIA THE DESIGN OF THE CLASS 4 BIKE PATH DURING THE CIVIL IMPROVEMENT PORTION OF THE PROJECT. CURRENT CITY STANDARDS REQUIRE A CLASS II BIKE LANE, BUT A CLASS IV TO BE FURTHER EVALUATED DURING DESIGN.
13. THE INTERSECTION OF E. HARVARD AVENUE AND S. LOVERS LANE WILL BE DESIGNED TO BE COMPATIBLE WITH THE APPROVED PACKWOOD CREEK BIKE TRAIL AND PEDESTRIAN CROSSING. THE PROPOSED CURB RAMP TO BE CONSTRUCTED WITH THE PACKWOOD CREEK TRAIL AND PEDESTRIAN PROJECT MAY BE REMOVED AND RECONSTRUCTED WITH A RETURN CURB RAMP WITH BULB-OUT AS APPROVED BY THE CITY OF VISALIA DURING THE CIVIL IMPROVEMENT PORTION OF THE PROJECT.

CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4478

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawings. Any discrepancies shall be reported to the Engineer before proceeding with the work. Copyrights to all designs and drawings are the property of VVHCE. Reproduction or use for any purpose other than those authorized by VVHCE is forbidden. The drawing shall not be used for construction until sealed, signed and dated by the Engineer.

No.	Revision	By	Appd.
MM.YY	Description		

Client/Project
URBAN PLANNING AND DESIGN
VISALIA 35
TENTATIVE SUBDIVISION MAP
VISALIA, CALIFORNIA

Title
COVER SHEET

Engineer's Seal

Engineer's Signature:
Signature Date:

811
Know what's below.
Call before you dig.

Project Engineer:	MICHAEL HAYES
Project Number:	1181-0100
File Name:	11810100tm_20220526.dwg

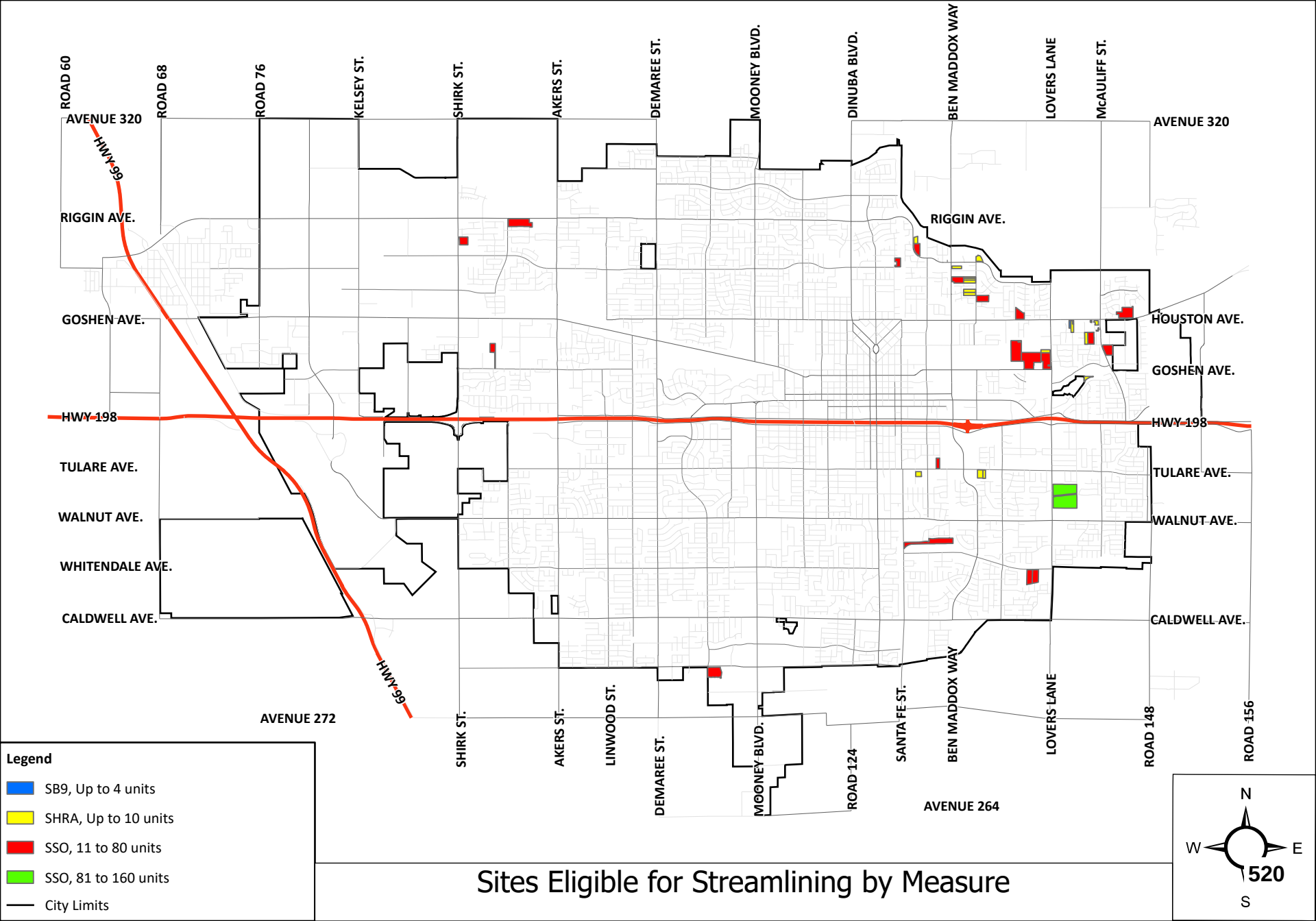
AR	CB\MH	CB\AR	09.30.21
Dwn.	Chkd.	Dsgn.	MM.DD.YY

Sheet No.

1 of 3 sheets

W:\11810100\civil\tent_map\11810100tm_20220526.dwg
2022-6-27 08:23 By: oneed

ORIGINAL SHEET - ARCH D



Sites Eligible for Streamlining by Measure

VISALIA
A BETTER WAY OF LIVING

Planning Division

Map Streamlining Ordinance

City Council
June 1, 2026



VISALIA
A BETTER WAY OF LIVING

SINCE WE LAST DISCUSSED

- Proceeded with drafting the subdivision streamlining ordinance
- Determined the higher lot threshold (20%) requested by your Council
- Conducted outreach with the Building Industry Association; very receptive to proposed changes
- Received Planning Commission's recommendation; recommended 80-lot threshold to assess effect of streamlining, concerns over hasty approvals, and lack of checks and balances.

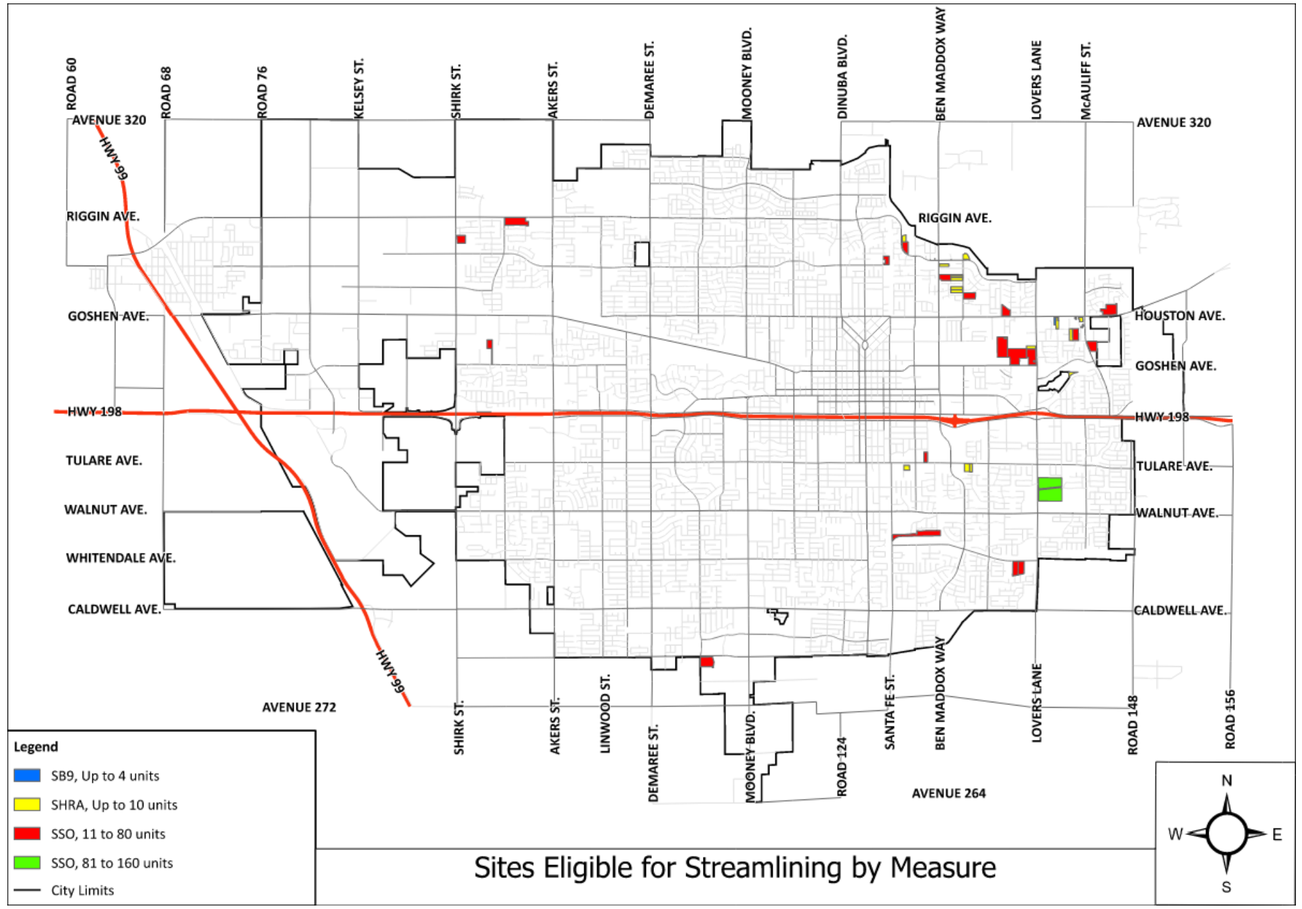
VISALIA
A BETTER WAY OF LIVING

20% LOTS CALCULATION

- An 80-lot threshold would have resulted in 10 maps, or 6% of the total 6,315 lots approved.
- Increasing the number to 20% of those 6,315 lots approved would equate to 17 maps (+7) or 1,227 lots approved.
- Sorting the maps by lot count in ascending order (smallest to the largest), getting to 1,227 lots identified the largest map was 160 lots.
- Therefore, streamlining 20% of the lots approved in the past would result in a 160-lot threshold.

WHAT A 160-LOT THRESHOLD WOULD LOOK LIKE

		Sites	Lots
	80 Lot Threshold	**19**	**604**
	160 Lot Threshold	**+1**	**+96**
	Urban Lot Splits	5	20
	Starter Home Developments	17	115



VISALIA
A BETTER WAY OF LIVING

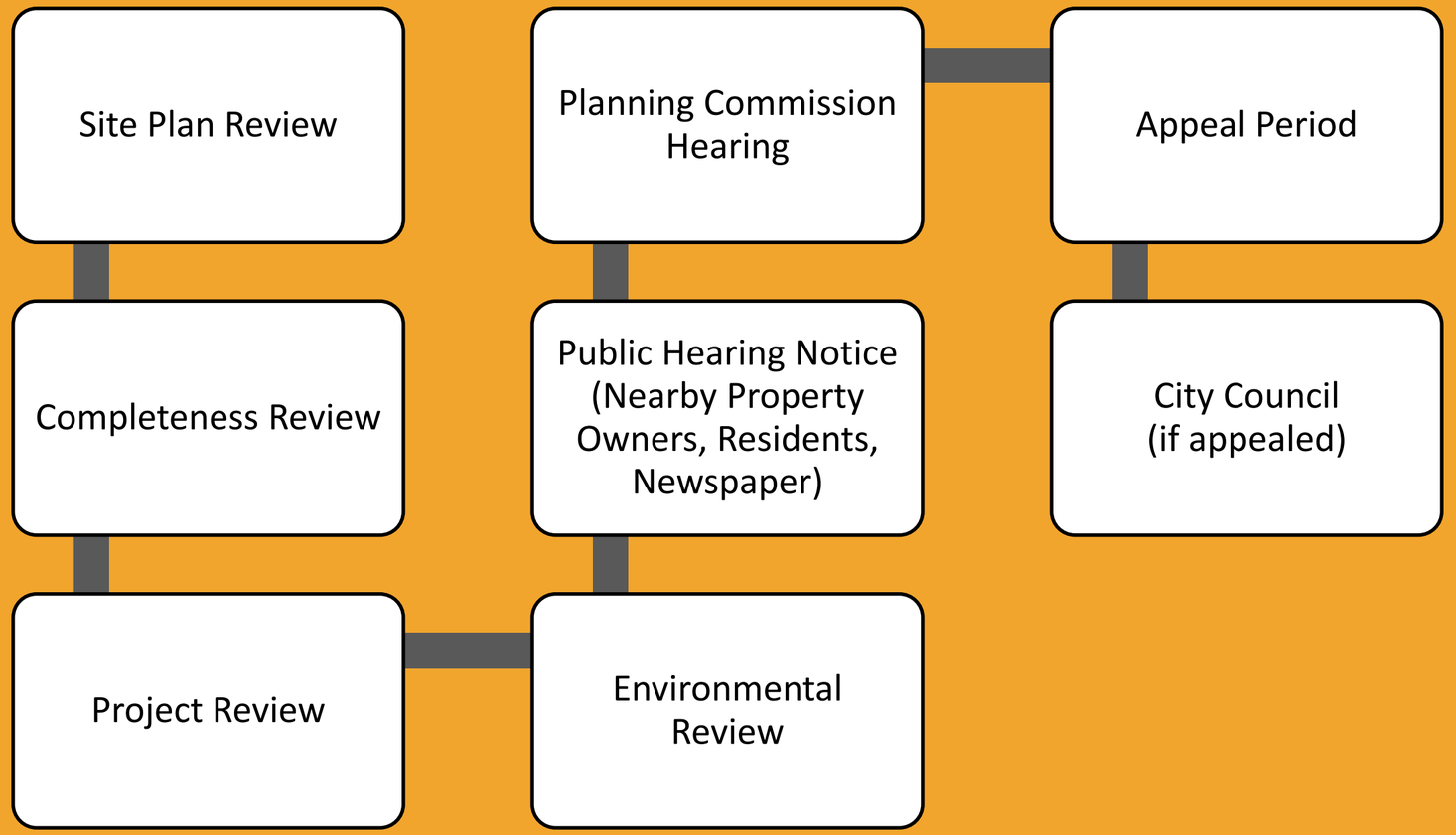
KEY ORDINANCE CHANGES: REVIEW AUTHORITY

Application Type	City Planner	City Engineer	SPR Staff	City Manager	Planning Commission	City Council
Nonresidential Maps						
Small and simple maps	R	R	R	**D**	A	A
All other tentative maps	R	R	R		**D**	A
Residential Tentative Maps						
Small and simple maps	R	R	R	**D**	A	A
All other tentative maps	R	R	R		**D**	A
Urban lot splits	**D**	R	R		A	
Small lot subdivisions	**D**	R	R		A	
Condo Conversions	R	R	R		**D**	A
Final and Parcel Maps	R	R				**D**
Time Extensions	**D**	R			A	
Lot Line Adjustments	**D**		R		A	

R = Advise/Recommend
D = Decision
A = Appeal

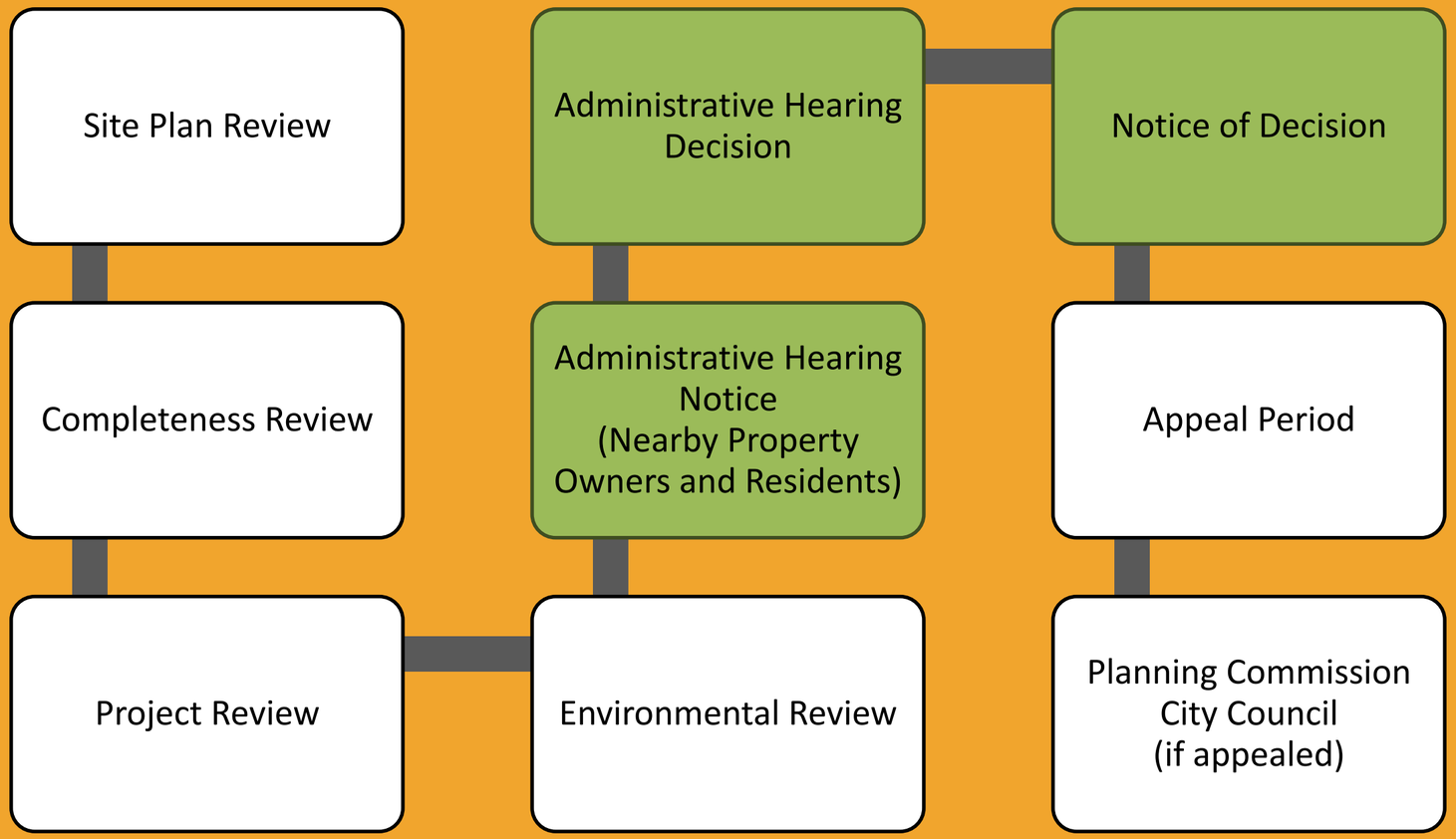
VISALIA
A BETTER WAY OF LIVING

EXISTING PROCESS



VISALIA
A BETTER WAY OF LIVING

PROPOSED PROCESS FOR SIMPLE MAPS



VISALIA
A BETTER WAY OF LIVING

KEY ORDINANCE CHANGES

- Administrative hearing process for simple maps
  - Notice to nearby property owners and residents within 300 feet, 10 days prior to administrative hearing; staff report available 10 days prior to hearing. No newspaper notice.

- Added other streamlining provisions (SB 9 / Urban Lot Splits) and SB 1123 (Starter Home Subdivisions) that the City is already required by law to implement.

VISALIA
A BETTER WAY OF LIVING

HOUSEKEEPING CHANGES

- Processing-related changes consistent with current departmental practices (e.g. no more hardcopy plans, noticing maps prepared by applicant, noticing residents, newspaper notices for tentative maps reviewed by Planning Commission)

- Chapter 16.48, relating to school impact fees, is proposed to be removed because it was superceded by SB 50 in 1998. No other relation to environmental impact mitigation.

- Tentative map extensions: Proposed by staff and recommended by Planning Commission for inclusion. These currently go to Planning Commission for approval by consent calendar, and are considered routine.

VISALIA
A BETTER WAY OF LIVING

ENVIRONMENTAL REVIEW

1. The proposed ordinance does not create a new ministerial approval process. All applicable projects are still subject to CEQA.
2. Adopting an ordinance implementing SB 9 and SB 1123 are exempt under Government Code Sections Sections 66411.7(n) and 66499.41(i).
3. Therefore, the project is exempt under CEQA due to a “common sense exemption”.

VISALIA
A BETTER WAY OF LIVING

RECOMMENDED MOTION

I move to introduce for first reading of Ordinance No. 2026-04, amending Visalia Municipal Code Title 16 (Subdivisions) to implement a streamlined process for small and simple maps to include a ___-lot threshold.

Questions & Discussion

VISALIA

File #: 25-0844 **Agenda Date:** 6/1/2026 **Agenda #:** 3.

Agenda Item Wording:
Revised salary schedule and employment terms update -Adopt the revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia and authorize changes to terms and conditions of employment by and between the City of Visalia and City Manager.

Agenda Date: 06/01/2026

Prepared by: Amy Powell, Human Resources Manager, Amy.Powell@visalia.gov, (559)713-4575;

Rachel Archer, Management Analyst HR/Risk, Rachel.Archer@visalia.gov, (559)713-4417;

Shonna Oneal, Administrative Services Director, Shonna.Oneal@visalia.gov, (559)713-4053

Department Recommendation: Authorize changes to terms and conditions of employment by and between the City of Visalia and City Manager and adopt the revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia effective the pay period that includes July 1, 2026.

Summary:
The attached 6th Amendment to the City Manager Employment Agreement reflects a 4% increase effective the pay period including July 1, 2026, and the updated salary schedule reflects a 4% salary increase for all full-time employees and the City Manager, effective the pay period including July 1, 2026. This increase consists of the originally approved 2% adjustment and an additional 2% increase triggered by the City's General Fund sales tax revenues. Although the additional 2% increase was initially scheduled to take effect in October 2026, both adjustments could be implemented concurrently as a single 4% increase effective July 2026. City Council salaries are included for transparency and compliance purposes and remain unchanged.

The schedule also includes classification and reclassification changes approved by the City Manager during the 2025/2026 fiscal year. Additionally, new classifications, including Senior Code Enforcement Officer, Building Official, and Parts Specialist, have been added as part of the 2026/2027 budget and are reflected in the updated salary schedule.

Background Discussion:
CalPERS requires that public agency salary schedules be approved and adopted by the governing body in accordance with applicable public meeting laws. Additionally, salary schedules must be publicly available and include compensation for executive positions, including the City Manager, as well as elected officials.

The City Council previously authorized a 2% salary increase for full-time employees to take effect the pay period that includes July 1, 2026. In addition, labor agreements included a provision for an extra

2% salary increase if the City's General Fund sales tax revenues met or exceeded $46.6 million. This revenue threshold was achieved, triggering the additional 2% increase.

While the additional 2% increase was originally scheduled to take effect during the first pay period of October 2026, the proposed action would instead implement the full 4% adjustment effective the pay period that includes July 1, 2026.

Advancing the effective date of the additional increase would provide employees with earlier relief from ongoing inflationary and cost-of-living impacts, while also supporting the City's continued efforts to remain competitive within the regional labor market.

Implementing the additional 2% increase ahead of schedule will result in a one-time personnel cost increase of approximately $466,778 during Fiscal year 2026/2027, including approximately $292,417 from the General Fund. Sufficient funding for this increase has been identified within the proposed budget. Approval of this action will also require an amendment to the City Manager's Employment Agreement to reflect the revised compensation adjustments.

Leslie Caviglia was appointed City Manager on August 28, 2021 and entered into an Employment Agreement on September 4, 2021. Pursuant to Section 3(A) of the Employment Agreement, the City may periodically adjust the City Manager's salary during the term of the agreement. Historically, the Council has authorized compensation and benefit adjustments for the City Manager comparable to those approved for the unrepresented department head bargaining group.

The City Council previously authorized the 2% salary increase for the department head bargaining group effective the pay period that includes July 1, 2026, along with a 2% increase effective October 2026, contingent upon achievement of the sales tax target. Approval of this Sixth Amendment to the City's Manager's terms and conditions of employment would provide the City Manager with the same compensation adjustments on the same schedule.

Throughout the 2025/2026 fiscal year, the City Manager also approved various classification changes to support operational needs; additionally, new classifications, including Senior Code Enforcement Officer, Building Official, and Parts Specialist, have been added as part of the 2026/2027 budget and are reflected in the updated salary schedule.

City Council salaries are set by Municipal Code and may only be adjusted at the beginning of a new term of office. The most recent adjustment occurred in November 2024 for newly elected Council Members.

Fiscal Impact including annual maintenance and operating costs: Accelerated implementation of the 2% increase triggered by General Fund sales tax revenues meeting or exceeding $46.6 million will result in one-time increased personnel costs in the 2026/2027 Fiscal Year totaling approximately $466,778. Sufficient funding for this increase has been identified within the budget. City Manager annual rate will change from $258,137 to $268,462 and experience pay from $20,651 to 21,477. The accelerated one-time cost for City Manager is included in the amount above.

Prior Council Action: June 16, 2025

Alternatives: Wait to implement the additional 2% increase until the first pay period of October 2026.

Recommended Motion (and Alternative Motions if expected):
Recommended Motion: I move to authorize changes to terms and conditions of employment by and between the City of Visalia and City Manager and adopt the revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia and proceed with the 4% negotiated increase effective the pay period that includes July 1, 2026.

Alternative Motion: I move to adopt the revised salary schedule for full-time employees, City Manager, and City Council members of the City of Visalia with the 2% negotiated increase effective the pay period that includes July 1, 2026 and another 2% increase, triggered by General Fund sales tax revenues meeting or exceeding $46.6 million, effective the first pay period in October 2026 and authorize changes to terms and conditions of employment by and between the City of Visalia and City Manager.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 07/01/2026

Attachments: City Manager Sixth contract amendment; Salary Schedule (Job Classifications and Salary Ranges)

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ Economic Vitality	☒ Organizational Excellence	☒ Fiscal Strength	☐ Infrastructure & Growth	☐ Quality of Life

SIXTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT

BETWEEN
THE CITY OF VISALIA AND LESLIE B. CAVIGLIA

WHEREAS, the City Council (the "Council") of the City of Visalia (the "CITY") desires to continue to employ the services of Leslie B. Caviglia (the "CITY MANAGER"), in accordance with Article IV and Article VI of the Charter of the City of Visalia (the "Charter"); and

WHEREAS, the CITY acting through the Council has entered into that certain contract titled "City Manager Employment Agreement. An Agreement Made and Entered Into By and Between City Of Visalia and Leslie B. Caviglia" dated September 4, 2021, as amended December 4, 2021, June 15, 2022, May 17, 2023, June 24, 2024, and November 3, 2025 (the "Agreement"); and

WHEREAS, the Council has approved certain salary adjustments for all City of Visalia employees. In recognition of CITY MANAGER's performance and 31 years of experience with CITY, the Council wishes to adjust her compensation and has by action of the Council elected to provide this adjustment to CITY MANAGER; and.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Council and CITY MANAGER agree as follows:

1. Effective the pay period that includes July 1, 2026, Section 3(A) of the Agreement is hereby deleted and replaced as follows:

A. Base Salary. In consideration for her services to CITY during the period in which this Agreement is effective, CITY will pay to CITY MANAGER a base salary of **$268,462.81** per year, which amount is consistent with the FY 2026-2027 Salary Ranges adopted by Council June 1, 2026. CITY may, in its sole discretion and from time-to-time, adjust CITY MANAGER's base salary at any time after the Effective Date and during the term of this Agreement. Base salary shall accrue daily and be paid through biweekly pay periods during the period in which this Agreement is effective and shall be subject to all lawful withholdings and deductions required by federal and state laws, and any other authorized deductions.

B. Experience Pay. In consideration for her 31 years of experience and service to CITY, and in addition to the Base Salary identified in Paragraph 1(A), CITY will pay to CITY MANAGER an additional eight percent (8%) in and for experience pay. Effective the pay period that includes July 1, 2026, 8% equates to **$21,477.02** per year, which amount shall be adjusted commensurate with changes to CITY MANAGER's Base Salary. Experience pay shall accrue daily and be paid through biweekly pay periods during the period in which this Agreement is effective and shall be subject to all lawful withholdings and deductions required by federal and state laws, and any other authorized deductions.

3. All other terms and conditions of the Agreement not in conflict with the foregoing are restated and shall remain in full force and effect.

IN WITNESS WHEREOF, the Council of the City of Visalia, California, has authorized this Agreement to be signed and executed this ___ day of _____, 2026.

ATTEST:

Reyna Rivera, Chief Deputy
City Clerk

Brett Taylor, Mayor
City of Visalia

Approved as to Form:

Rachele Berglund, Legal Counsel

APPROVED AND ACCEPTED:

Dated: _____

Leslie B. Caviglia, City Manager

CITY OF VISALIA
JOB CLASSIFICATIONS AND SALARY RANGES
FY 2026-2027
Citywide Classification by Monthly Salary

Updated July 1, 2026

BARGAIN UNIT	FLSA STATUS[1]	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
M	NE	31495	MAINTENANCE SERVICE WORKER	154.8	3716.39	4672.09
M	NE	31925	UTILITY LOCATOR	154.8	3716.39	4672.09
M	NE	31960	WASTE WATER TREATMENT PLANT OPERATOR TRAINEE	154.8	3716.39	4672.09
M	NE	31445	LEAD CUSTODIAL SERVICE WORKER	166.8	4189.96	5267.46
M	NE	31510	OFFICE ASSISTANT	166.8	4189.96	5267.46
M	NE	31540	PARKING ENFORCEMENT OFFICER	166.8	4189.96	5267.46
M	NE	31595	POLICE RECORDS SPECIALIST	166.8	4189.96	5267.46
M	NE	31053	ANIMAL CARE WORKER	171.8	4404.68	5537.39
M	NE	31303	EQUIPMENT SERVICES TECHNICIAN**	171.8	4404.68	5537.39
M	NE	31490	MAINTENANCE MECHANIC ASSISTANT	171.8	4404.68	5537.39
M	NE	31535	PARK MAINTENANCE WORKER	171.8	4404.68	5537.39
M	NE	31885	STREET MAINTENANCE WORKER	171.8	4404.68	5537.39
M	NE	31915	TRAFFIC SAFETY WORKER	171.8	4404.68	5537.39
M	NE	31935	WASTE WATER MAINTENANCE WORKER	171.8	4404.68	5537.39
M	NE	31055	ANIMAL CONTROL OFFICER	173.7	4489.12	5643.55
M	NE	31175	COMMUNITY SERVICES OFFICER	173.7	4489.12	5643.55
M	NE	31001	ACCOUNTING ASSISTANT	178.7	4719.17	5932.75
M	NE	31233	COMMUNITY OUTREACH COORDINATOR	178.7	4719.17	5932.75
M	NE	31615	POLICE TECHNICIAN	178.7	4719.17	5932.75
M	NE	31720	SENIOR ANIMAL CARE WORKER	178.7	4719.17	5932.75
M	NE	31742	SENIOR ANIMAL CONTROL OFFICER	178.7	4719.17	5932.75
M	NE	31795	SENIOR OFFICE ASSISTANT	178.7	4719.17	5932.75
M	NE	31820	SENIOR POLICE RECORDS SPECIALIST	178.7	4719.17	5932.75
M	NE	31060	ASSISTANT COMMUNICATIONS OPERATOR	181.7	4862.82	6113.34
M	NE	31025	ADMINISTRATIVE ASSISTANT	183.7	4961.00	6236.77
M	NE	31050	AIRPORT MAINTENANCE WORKER	183.7	4961.00	6236.77
M	NE	31046	AIRPORT OPERATIONS WORKER	183.7	4961.00	6236.77
M	NE	31302	EQUIPMENT MECHANIC TRAINEE	183.7	4961.00	6236.77
M	NE	31855	SOLID WASTE DELIVERY & MAINTENANCE WORKER	183.7	4961.00	6236.77
M	NE	31865	SOLID WASTE OPERATOR	183.7	4961.00	6236.77
CONF	NE	20025	ADMINISTRATIVE ASSISTANT (Confidential)	185.4	5046.02	6343.65
M	NE	31190	COMPUTER TECHNICIAN	186.7	5112.01	6426.62
M	NE	31950	WASTE WATER TREATMENT PLANT OPERATOR I	186.7	5112.01	6426.62
M	NE	31224	CRIME ANALYSIS TECHNICIAN	188.7	5215.23	6556.38
M	NE	31280	DUTY OFFICER	188.7	5215.23	6556.38
M	NE	31410	INVESTIGATION TECHNICIAN	188.7	5215.23	6556.38
M	NE	31730	SENIOR ACCOUNTING ASSISTANT	188.7	5215.23	6556.38
M	NE	31740	SENIOR ADMINISTRATIVE ASSISTANT	188.7	5215.23	6556.38
CONF	NE	20740	SENIOR ADMINISTRATIVE ASSISTANT (Confidential)	190.4	5304.60	6668.73
M	NE	31255	DIGITAL EVIDENCE TECHNICIAN	190.7	5320.53	6688.76
M	NE	31455	LEAD POLICE RECORDS SPECIALIST	190.7	5320.53	6688.76

BARGAIN UNIT	FLSA STATUS[1]	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
M	NE	31825	SENIOR POLICE TECHNICIAN	190.7	5320.53	6688.76
M	NE	31115	BUILDING MAINTENANCE TECHNICIAN	191.7	5373.97	6755.95
M	NE	31405	INDUSTRIAL WASTE INSPECTOR	191.7	5373.97	6755.95
M	NE	31428	LANDSCAPE INSPECTOR	191.7	5373.97	6755.95
M	NE	31530	PARK MAINTENANCE TECHNICIAN	191.7	5373.97	6755.95
M	NE	31537	PARTS SPECIALIST***	191.7	5373.97	6755.95
M	NE	31741	SENIOR AIRPORT OPERATIONS WORKER	191.7	5373.97	6755.95
M	NE	31744	SENIOR BUILDING MAINTENANCE WORKER	191.7	5373.97	6755.95
M	NE	31805	SENIOR PARK MAINTENANCE WORKER	191.7	5373.97	6755.95
M	NE	31835	SENIOR STREET MAINTENANCE WORKER	191.7	5373.97	6755.95
M	NE	31840	SENIOR TRAFFIC SAFETY WORKER	191.7	5373.97	6755.95
M	NE	31845	SENIOR WASTE WATER MAINTENANCE WORKER	191.7	5373.97	6755.95
M	NE	31860	SOLID WASTE EQUIPMENT SERVICE WORKER	191.7	5373.97	6755.95
M	NE	31953	WASTE WATER TREATMENT PLANT OPERATOR II	191.7	5373.97	6755.95
G	NE	51350	FIREFIGHTER PARAMEDIC TRAINEE	192.5	5417.12	6810.18
G	NE	51340	FIREFIGHTER TRAINEE	192.5	5417.12	6810.18
M	NE	31010	ACCOUNTING TECHNICIAN	193.7	5482.48	6892.36
M	NE	31040	ADMINISTRATIVE SERVICES TECHNICIAN	193.7	5482.48	6892.36
M	NE	31035	ADMINISTRATIVE TECHNICIAN	193.7	5482.48	6892.36
M	NE	31130	C.A.D. TECHNICIAN	193.7	5482.48	6892.36
M	NE	31160	COMMUNICATIONS OPERATOR	193.7	5482.48	6892.36
M	NE	31300	EQUIPMENT MECHANIC	193.7	5482.48	6892.36
M	NE	31305	EVENTS COORDINATOR	193.7	5482.48	6892.36
M	NE	31380	HEAVY EQUIPMENT OPERATOR	193.7	5482.48	6892.36
M	NE	31480	MAINTENANCE ELECTRICIAN	193.7	5482.48	6892.36
M	NE	31485	MAINTENANCE MECHANIC	193.7	5482.48	6892.36
G	NE	31522	PARAMEDIC	193.7	5482.48	6892.36
M	NE	31715	SALES REPRESENTATIVE	193.7	5482.48	6892.36
M	NE	31910	TRAFFIC ENGINEERING SPECIALIST	193.7	5482.48	6892.36
M	NE	31918	TRAFFIC SIGNAL TECHNICIAN	193.7	5482.48	6892.36
M	NE	31755	SENIOR DIGITAL EVIDENCE TECHNICIAN	195.7	5593.18	7031.52
M	NE	31454	LEAD MAINTENANCE SERVICE WORKER	196.6	5643.72	7095.06
M	NE	31460	LEAD SOLID WASTE OPERATOR	196.6	5643.72	7095.06
M	NE	31470	LEAD STREET MAINTENANCE WORKER	196.6	5643.72	7095.06
M	NE	31955	WASTE WATER TREATMENT PLANT OPERATOR III	196.6	5643.72	7095.06
E	NE	30020	ADMINISTRATIVE ANALYST	198.3	5740.43	7216.64
E	NE	30657	PURCHASING SPECIALIST	198.3	5740.43	7216.64
M	NE	31135	CODE ENFORCEMENT TECHNICIAN	198.6	5757.67	7238.32
M	NE	31195	CONSERVATION TECHNICIAN	198.6	5757.67	7238.32
M	NE	31430	LANDSCAPE AND IRRIGATION TECHNICIAN	198.6	5757.67	7238.32
M	NE	31525	PARK RANGER	198.6	5757.67	7238.32
M	NE	31544	PERMIT TECHNICIAN	198.6	5757.67	7238.32
M	NE	31555	PLANNING TECHNICIAN	198.6	5757.67	7238.32
M	NE	31710	REVENUE & CODE COMPLIANCE SPECIALIST	198.6	5757.67	7238.32
M	NE	31745	SENIOR BUILDING MAINTENANCE TECHNICIAN	198.6	5757.67	7238.32
M	NE	31780	SENIOR INDUSTRIAL WASTE WATER INSPECTOR	198.6	5757.67	7238.32
M	NE	31790	SENIOR MAINTENANCE MECHANIC	198.6	5757.67	7238.32
M	NE	31800	SENIOR PARK MAINTENANCE TECHNICIAN	198.6	5757.67	7238.32
E	NE	30165	COMMUNICATIONS AND MARKETING SPECIALIST	200.3	5856.34	7362.36
E	NE	30680	RECREATION COORDINATOR	200.3	5856.34	7362.36

BARGAIN UNIT	FLSA STATUS[1]	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
M	NE	31295	ENGINEERING TECHNICIAN	200.6	5873.93	7384.47
M	NE	31541	PAYROLL SPECIALIST	200.6	5873.93	7384.47
M	NE	31635	PUBLIC WORKS INSPECTOR	200.6	5873.93	7384.47
M	NE	31560	POLICE OFFICER RECRUIT	203.6	6052.72	7609.24
M	NE	31750	SENIOR COMMUNICATIONS OPERATOR	203.6	6052.72	7609.24
M	NE	31310	FACILITY SERVICES TECHNICIAN	205.6	6174.93	7762.88
M	NE	31456	LEAD PARK MAINTENANCE WORKER	205.6	6174.93	7762.88
M	NE	31475	LEAD WASTE WATER MAINTENANCE TECHNICIAN	205.6	6174.93	7762.88
M	NE	31505	MECHANIC / WELDER	205.6	6174.93	7762.88
M	NE	31765	SENIOR EQUIPMENT MECHANIC	205.6	6174.93	7762.88
M	NE	31785	SENIOR MAINTENANCE ELECTRICIAN	205.6	6174.93	7762.88
M	NE	31842	SENIOR TRAFFIC SIGNAL TECHNICIAN	205.6	6174.93	7762.88
M	NE	31746	SENIOR C.A.D. TECHNICIAN	206.6	6236.96	7840.86
M	NE	31760	SENIOR ENGINEERING TECHNICIAN	206.6	6236.96	7840.86
M	NE	31453	LEAD EQUIPMENT MECHANIC	207.6	6299.61	7919.62
M	NE	31850	SENIOR WASTE WATER TREATMENT PLANT OPERATOR	208.6	6362.89	7999.18
E	NE	30080	ASSISTANT PLANNER	209.2	6401.17	8047.29
M	NE	31105	BUILDING INSPECTOR	209.6	6426.81	8079.53
M	NE	31133	CODE ENFORCEMENT OFFICER	209.6	6426.81	8079.53
M	NE	31340	FIRE PREVENTION INSPECTOR	209.6	6426.81	8079.53
M	NE	31545	PLAN CHECKER	209.6	6426.81	8079.53
CONF	E	20430	HUMAN RESOURCES ANALYST	211.2	6530.41	8209.78
E	NE	30575	POLICE SPECIALIST	211.2	6530.41	8209.78
E	NE	30665	PRETREATMENT PROGRAM COORDINATOR	211.2	6530.41	8209.78
E	NE	30735	SENIOR ADMINISTRATIVE ANALYST	211.2	6530.41	8209.78
E	E	30455	INFORMATION SYSTEMS SPECIALIST	211.5	6550.02	8234.43
M	NE	31815	SENIOR PAYROLL SPECIALIST	211.5	6550.02	8234.43
M	NE	31477	LEAD WASTEWATER TREATMENT PLANT OPERATOR	213.6	6688.96	8409.09
M	NE	31830	SENIOR PUBLIC WORKS INSPECTOR	216.6	6892.56	8665.06
E	E	30170	COMMUNICATIONS SUPERVISOR	217.2	6934.02	8717.18
E	E	30210	CONV CENTER OPERATIONS SUPERVISOR	217.2	6934.02	8717.18
E	NE	30345	FLEET MAINTENANCE SUPERVISOR	217.2	6934.02	8717.18
E	NE	30525	PARK MAINTENANCE SUPERVISOR	217.2	6934.02	8717.18
E	NE	30925	PARKS & URBAN FORESTRY SUPERVISOR	217.2	6934.02	8717.18
E	E	30670	POLICE RECORDS SUPERVISOR	217.2	6934.02	8717.18
E	E	30700	RECREATION SUPERVISOR	217.2	6934.02	8717.18
E	E	30720	SALES SUPERVISOR	217.2	6934.02	8717.18
E	NE	30875	SOLID WASTE SUPERVISOR	217.2	6934.02	8717.18
E	NE	30882	STREET MAINTENANCE & TRAFFIC CONTROL SUPERVISOR	217.2	6934.02	8717.18
E	NE	30902	TRAFFIC OPERATIONS SUPERVISOR	217.2	6934.02	8717.18
E	NE	30935	WASTEWATER COLLECTIONS SUPERVISOR	217.2	6934.02	8717.18
E	NE	30940	WASTEWATER TREATMENT PLANT MAINT SUPERVISOR	217.2	6934.02	8717.18
E	NE	30945	WASTEWATER TREATMENT PLANT OPERATIONS SUPERVISOR	217.2	6934.02	8717.18
E	NE	30430	IDENTIFICATION TECHNICIAN	218.2	7003.68	8804.74

BARGAIN UNIT	FLSA STATUS[1]	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
E	NE	30560	PLANS EXAMINER	219.2	7074.03	8893.19
M	NE	31140	COMBINED BUILDING INSPECTOR	219.5	7095.27	8919.89
E	E	30295	FACILITIES MAINTENANCE SUPERINTENDENT	221.2	7216.86	9072.75
G	NE	51335	FIREFIGHTER	NR11	7257.63	9106.60
M	NE	31747	SENIOR CODE ENFORCEMENT OFFICER***	225.5	7533.79	9471.19
M	NE	31748	SENIOR COMBINED BUILDING INSPECTOR	225.5	7533.79	9471.19
M	NE	31775	SENIOR FIRE PREVENTION INSPECTOR	225.5	7533.79	9471.19
E	NE	30820	SENIOR IDENTIFICATION TECHNICIAN	226.1	7579.11	9528.16
E	E	30810	SENIOR PLANS EXAMINER	227.1	7655.24	9623.87
B	NE	41585	POLICE OFFICER	NR5	7720.57	9652.60
E	E	30065	ASSISTANT ENGINEER	229.1	7809.81	9818.18
E	NE	30090	ASSOCIATE PLANNER	229.1	7809.81	9818.18
E	E	30627	PROJECT MANAGER I	229.1	7809.81	9818.18
G	NE	51345	FIREFIGHTER / PARAMEDIC	NR9	7983.36	10017.26
G	NE	51330	FIRE ENGINEER	NR12	8009.79	10052.50
E	NE	30890	SUPERVISING IDENTIFICATION TECHNICIAN	232.8	8104.04	10188.07
E	E	30936	WASTEWATER COLLECTIONS SUPERINTENDENT	232.8	8104.04	10188.07
B	NE	41565	POLICE AGENT	NR6	8327.73	10394.60
G	NE	51333	FIRE ENGINEER - PARAMEDIC	NR13	8410.32	10555.15
E	E	30053	ANIMAL SERVICES ANALYST	238.1	8544.91	10742.32
CONF	E	20120	BUDGET ANALYST	238.1	8544.91	10742.32
E	E	30310	FINANCIAL ANALYST	238.1	8544.91	10742.32
E	E	30375	GIS ANALYST	238.1	8544.91	10742.32
E	E	30400	HOUSING SPECIALIST	238.1	8544.91	10742.32
E	E	30450	INFORMATION SYSTEMS ANALYST	238.1	8544.91	10742.32
E	E	30500	MANAGEMENT ANALYST	238.1	8544.91	10742.32
E	E	30505	MEDIA AND COMMUNICATIONS MANAGER	238.1	8544.91	10742.32
E	E	30884	SUPERVISING BUILDING INSPECTOR	238.1	8544.91	10742.32
E	E	30928	WATER RESOURCES ANALYST	238.1	8544.91	10742.32
CONF	E	20250	CHIEF DEPUTY CITY CLERK	240.1	8717.44	10959.22
CONF	E	20500	MANAGEMENT ANALYST - HR / RISK	240.1	8717.44	10959.22
E	E	30085	ASSOCIATE ENGINEER	241.1	8805.01	11069.31
E	E	30628	PROJECT MANAGER II	241.1	8805.01	11069.31
E	E	30815	SENIOR PLANNER	241.1	8805.01	11069.31
E	E	30150	CIVIL ENGINEER	246.0	9246.97	11624.93
E	E	30320	FIRE MARSHAL	246.0	9246.97	11624.93
E	E	30825	SENIOR PROJECT MANAGER	246.0	9246.97	11624.93
E	E	30405	INFORMATION SECURITY ANALYST	247.1	9349.20	11753.44
E	E	30600	POLICE SUPPORT SERVICES MANAGER	247.1	9349.20	11753.44

BARGAIN UNIT	FLSA STATUS[1]	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX
E	E	30955	WASTEWATER TREATMENT PLANT SUPERINTENDENT	247.1	9349.20	11753.44
G	NE	50315	FIRE CAPTAIN	NR7	9367.60	11775.83
A	NE	40600	POLICE SERGEANT	NR3	9821.36	12262.12
G	NE	50320	FIRE CAPTAIN -PARAMEDIC	NR8	9835.96	12364.63
E	E	30035	AIRPORT MANAGER	256.0	10218.98	12846.89
E	E	30054	ANIMAL SERVICES MANAGER	256.0	10218.98	12846.89
E	E	30105	BUILDING OFFICIAL***	256.0	10218.98	12846.89
CONF	E	20300	COMMUNICATIONS AND BRAND MANAGER	256.0	10218.98	12846.89
E	E	30195	CONVENTION CENTER MANAGER	256.0	10218.98	12846.89
E	E	30275	ECONOMIC DEVELOPMENT MANAGER	256.0	10218.98	12846.89
E	E	30285	EMERGENCY MEDICAL SERVICES COORDINATOR	256.0	10218.98	12846.89
CONF	E	20410	FINANCE MANAGER	256.0	10218.98	12846.89
CONF	E	20435	HUMAN RESOURCES MANAGER	256.0	10218.98	12846.89
E	E	30785	INFORMATION SYSTEMS SUPERVISOR	256.0	10218.98	12846.89
E	E	30520	NEIGHBORHOOD PRESERVATION MANAGER	256.0	10218.98	12846.89
E	E	30530	PARKS & FACILITIES MANAGER	256.0	10218.98	12846.89
E	E	30620	PRINCIPAL PLANNER	256.0	10218.98	12846.89
E	E	30623	PROFESSIONAL LAND SURVEYOR	256.0	10218.98	12846.89
E	E	30645	PUBLIC WORKS MANAGER	256.0	10218.98	12846.89
CONF	E	20714	RISK MANAGER	256.0	10218.98	12846.89
E	E	30740	SENIOR CIVIL ENGINEER	256.0	10218.98	12846.89
E	E	30920	TRANSIT MANAGER	256.0	10218.98	12846.89
E	E	30930	WATER RESOURCES MANAGER	256.0	10218.98	12846.89
CONF	E	20090	ASSISTANT FINANCE DIRECTOR	268.0	11521.17	14483.96
CONF	E	20145	FIRE BATTALION CHIEF	270.0	11753.80	14776.41
A	E	40580	POLICE LIEUTENANT	NR4	11848.05	14818.39
E	E	30410	INFORMATION SERVICES MANAGER	272.0	11991.12	15074.76
CONF	E	40500	POLICE CAPTAIN	NR14	12993.28	16337.61
E	E	20255	CITY ENGINEER	281.9	13238.34	16642.71
CONF	E	20330	DEPUTY FIRE CHIEF	281.9	13238.34	16642.71
DH	E	10260	ADMINISTRATIVE SERVICES DIRECTOR	289.9	14340.35	18028.11
DH	E	10290	ENGINEERING AND BUILDING DIRECTOR	289.9	14340.35	18028.11
DH	E	10400	PARKS & RECREATION DIRECTOR	289.9	14340.35	18028.11
DH	E	10425	PLANNING & COMMUNITY PRESERVATION DIRECTOR	289.9	14340.35	18028.11
DH	E	10320	FIRE CHIEF	NR19	16354.76	18931.13
DH	E	10310	FINANCE AND TECHNOLOGY SERVICES DIRECTOR	NR20	16517.99	19107.70
DH	E	10450	PUBLIC WORKS DIRECTOR	NR20	16517.99	19107.70
DH	E	10575	CHIEF OF POLICE	NR21	17069.64	20096.67
DH	E	10135	ASSISTANT CITY MANAGER	NR22	18090.30	20487.10
n/a	E	02151	CITY MANAGER [2]	NR	22371.90	22371.90
n/a	E	01230	CITY COUNCIL[3]	NR	1182.11	1246.41

BARGAIN UNIT	FLSA STATUS[1]	CLASS CODE	JOB TITLE	SALARY RANGE	MONTHLY MIN	MONTHLY MAX

FOOTNOTES

[1] *FLSA Status: Non-exempt (NE) and Exempt (E)*

[2] *City Manager Salary set by contract approved by City Council*

[3] *City Council Salary established by Visalia Municipal Ordinance Code Section 2.04.080*

***Classification effective 3/4/2026*

****Classification added in the FY26/27 Budget*

Visalia City Council

Staff Report

File #: 25-0824 **Agenda Date:** 6/1/2026 **Agenda #:** 4.

Agenda Item Wording:
Senate Bill 707 (SB 707) implementation overview- receive presentation on Senate Bill 707 which enhances public access to City Council meetings, adoption of Disruption Policy, and direction on outreach strategies.

Agenda Date: 06/01/2026

Prepared by: Reyna Rivera, Chief Deputy City Clerk reyna.rivera@visalia.gov 559-713-4512; Leslie B. Caviglia, City Manager Leslie.caviglia@visalia.gov

Department Recommendation: Staff recommends that the City Council receive a report on Senate Bill 707 (SB 707) requirements, adopt the proposed Policy on Disruptions to telephonic or internet service during public meetings, and provide direction to staff regarding outreach strategies included in the draft Policy on Reasonable Efforts to Encourage Public Participation in City Council Meetings..

Summary: Senate Bill 707 (SB 707) amends the Ralph M. Brown Act and establishes new requirements for public access, participation, and transparency for meetings of “eligible legislative bodies,” effective July 1, 2026.

The City of Visalia City Council qualifies as an “eligible legislative body” under SB 707. At this time, implementation efforts are focused on the City Council, which is the City’s only eligible legislative body under SB 707.

This report provides an overview of the City’s responsibilities under SB 707, outlines staff’s intended approach to implementation, presents a proposed policy addressing disruptions to telephonic or internet service during meetings, and seeks City Council direction on outreach strategies to encourage broader public participation.

Background Discussion:
The Ralph M. Brown Act requires that meetings of legislative bodies be open and accessible to the public. SB 707 expands these requirements for “eligible legislative bodies,” including certain city councils, by establishing additional standards for remote participation, language access, and public engagement.

Effective July 1, 2026, the City Council will be required to provide members of the public with the ability to attend and participate in meetings remotely through either a two-way telephonic service or a two-way audiovisual platform. Remote participants must be provided the same opportunity to provide public comment as in-person attendees.

These requirements effectively establish a hybrid meeting format, combining in-person meetings with remote participation options. SB 707 also expands teleconferencing options for Councilmembers.

SB 707 maintained the two primary ways for members of legislative bodies to participate remotely under the Brown Act, and specified rules for remote meetings held during a state or local declaration of emergency. All remote options are now called "teleconferencing" under the new Brown Act provisions.

Traditional Brown Act Teleconferencing: The rules for participating under the traditional teleconferencing rules, where a member's remote location must be listed on the agenda and open for in-person public participation have not changed.

Just Cause Teleconferencing: The prior rules for participating remotely for just cause or personal emergency circumstances have been simplified and expanded. "Emergency circumstances" are now consolidated into the "just cause" provisions.

Members of Brown Act bodies may participate under the new "just cause" provisions in any of the following circumstances:

- Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental condition for which there is no remote participation accommodation in place.
- Travel while on official business of the legislative body or another state or local agency.
- New: An immuno-compromised family member
- New: A physical or family medical emergency
- New: Military service preventing in-person attendance.

The requirements for participating under "just cause" have not changed. These requirements are:

- Requirement for two-way audiovisual or telephonic public participation access and real-time public remote public comment.
- Remote member must disclose the presence of other adults and their general relationship.
- Same annual limits per Member apply. Council Members may participate remotely for just cause in up to 5 Council meetings per year.

Staff has provided a teleconference method comparison chart as an attachment.
The City currently broadcasts City Council meetings using its agenda management system (Granicus/Legistar), which provides one-way live streaming and archived access. Consistent with SB 707 requirements, the City intends to continue this platform while incorporating a two-way telephonic service to enable real-time public participation. Implementation will be coordinated with the City's transition to the new Civic Center anticipated in late 2027, where upgraded meeting technology will support long-term compliance with SB 707.

SB 707 also requires the City Council to adopt, on or before July 1, 2026, a policy addressing

disruptions to telephonic or internet service during public meetings. The proposed policy establishes procedures for recessing a meeting, attempting to restore service, and reconvening the meeting in compliance with state law.

SB 707 establishes requirements for language access and community outreach. The City meets the threshold for translating City Council meeting agendas into Spanish based on applicable data. Staff is coordinating with the City's agenda management system provider (Granicus/Legistar) to implement translation capabilities in compliance with the law. By July 1, 2026, the City will also provide a physical location near agenda posting areas where members of the public may post translated agendas.

In addition, SB 707 requires eligible legislative bodies to make reasonable efforts to encourage participation from underrepresented groups and non-English-speaking communities. The law provides flexibility in how agencies meet this requirement and does not mandate outreach to any specific group. The statute further provides Council with broad discretion in defining these reasonable efforts and clarifies that failure to provide notice to any specific group does not create a basis for legal action.

To assist with implementation of these requirements, staff has prepared a draft "Reasonable Efforts to Encourage Public Participation in City Council Meetings" policy intended to establish a flexible outreach framework consistent with SB 707. The draft policy identifies potential outreach and communication strategies that may be utilized, while recognizing that implementation efforts must remain balanced with available resources and evolving community needs.

Potential outreach strategies discussed by staff and the Citizens Advisory Committee (CAC) included, but were not limited to, outreach through local churches; posting agendas at community centers and the Senior Center; coordination with agencies such as Family HealthCare Network and Kaweah Health; and researching participation opportunities through organizations and events serving agricultural workers and underserved communities. Discussion also included sending postcards, researching simultaneous translation options, and exploring accessibility measures such as closed captioning.

Staff is seeking City Council feedback on the draft policy and these potential outreach strategies, as well as any additional outreach methods the Council would like staff to consider. Staff intends to use Council guidance to shape an outreach approach that balances compliance with SB 707, resource considerations, and meaningful community engagement. Implementation efforts will initially focus on City Council meetings, the City's only eligible legislative body under SB 707, and may be adapted as needed.

Fiscal Impact including annual maintenance and operating costs: There is no direct fiscal impact associated with receiving this report or adopting the proposed disruption policy. Implementation of SB 707 requirements may result in future costs related to technology, translation services, and outreach efforts. At this time, costs are still being evaluated. Any identified costs will be brought forward through a future budget process, if necessary.

Prior Council Action: None.

Alternatives:
Do not adopt the proposed disruption policy and provide alternative direction to staff.

Recommended Motion (and Alternative Motions if expected):
I move to receive the report on Senate Bill 707 requirements, adopt the policy on disruptions to telephonic or internet service during public meetings, and provide direction to staff with outreach strategies on draft reasonable efforts to encourage public participation.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 07/01/2026

Attachments: Proposed policy on disruptions to telephonic or internet service during public meetings; teleconference method comparison; draft policy on reasonable efforts to encourage public participation in city council meetings. and presentation.

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐  **Economic Vitality**	☒  **Organizational Excellence**	☐  **Fiscal Strength**	☐  **Infrastructure & Growth**	☐  **Quality of Life**

Category	Traditional	Just Cause	State of Emergency
Reason for Meeting	No Reason Required	Just Cause	State of Emergency (State or Local)
Location Requirements for Quorum	Within jurisdiction	Quorum required in single physical location quorum within jurisdiction open to the public	No location requirement for Quorum
Method of Member's Participation in Teleconferenced Meeting	Call-in **OR** Audio Visual	Audio-Visual	Call in **OR** Audio-Visual
Addt'l Opportunities for Public Participation	**For City Council Meetings Only as of July 1, 2026 (subject to narrow exceptions):** In-Person at teleconferencing	2-way audio-visual (public comment OK by audio only), OR 2-way telephonic and live webcasting of meeting	2-way audio-visual (public comment OK by audio only) or 2-way telephonic
Reason Must be Approved by City Council	No	No	Yes
Votes Must be Taken by Roll Call	Yes	Yes	Yes
Teleconference Location Included on Agenda	Yes	No	No
Required Course of Action if Disruption Prevents Broadcast of Meeting or Public's Ability to Comment	**For City Council Meetings Only as of July 1, 2026 (subject to narrow exceptions):** Meeting proceeds if Council finds good cause following 1 hr attempt to restore connection to internet/broadcast/telephone. But meeting may not continue if there is no ability for public to participate from teleconferencing location.	**For City Council Meetings Only as of July 1, 2026 (subject to narrow exceptions):** Meeting may proceed without remote member's participation if Council finds good cause following 1 hr attempt to restore internet/broadcast/telephone.	**For City Council Meetings Only as of July 1, 2026 (subject to narrow exceptions):** Meeting may proceed if Council finds good cause following 1 hr attempt to restore internet/telephone.
Annual Limits	None.	2 /year if body meets 1x month 5/ year if body meets 2x month 7/ year if body meets 3+ times/mo	None.

Policy: Disruption of Telephonic or Internet Service During Public Meetings

1. Background

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

2. Purpose

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the Visalia City Council as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

3. Definitions

For purposes of this policy:

- "Disruption" means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
- "Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

4. Applicability

This policy applies to all open and public meetings of the Visalia City Council at which remote public participation is offered or required under the Brown Act.

5. Procedures in the Event of a Service Disruption

5.1. Response to Service Disruption

If the Presiding Officer or Clerk becomes aware of a disruption to the agency's remote access services that prevents members of the public from attending or observing the meeting remotely:

1. The Presiding Officer or Clerk shall immediately announce the disruption to the public.
2. The Presiding Officer may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.
3. Staff shall begin efforts to diagnose and restore the disrupted service.
4. The meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing.

5.2. Efforts to Restore Service

The agency shall make good faith efforts to restore remote access services, which may include:

- Troubleshooting platform or teleconferencing software
- Resetting or replacing audiovisual equipment

- Attempting alternative connection methods
- Contacting necessary support staff or service providers
- Switching to back-up equipment or platforms, if available

The Clerk shall document the restoration efforts undertaken.

6. Reconvening the Open Session

6.1. Timing

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

6.2. If Service Is Restored

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

6.3. If Service Is *Not* Restored

If service has not been restored after one hour, the Visalia City Council may reconvene and:

1. Adjourn the meeting; or
2. Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

   "The Visalia City Council has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

7. Recordkeeping

The Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any finding adopted pursuant to Section 6.3

8. Review and Updates

This policy may be amended by the Visalia City Council at a noticed public meeting in open session, not on the consent calendar.

Note: *SB 707 requires eligible legislative bodies to adopt a technology disruption policy at a noticed public meeting on or before July 1, 2026. It may not be placed on the consent calendar and must be considered in open session.*

City of Visalia Policy:

Reasonable Efforts to Encourage Public Participation in City Council Meetings Required by SB 707

Policy: Reasonable Efforts to Encourage Public Participation in City Council Meetings

1. Background

Senate Bill 707 (2025) amended the Ralph M. Brown Act to require eligible legislative bodies to determine and make reasonable efforts to encourage participation in public meetings, particularly among underrepresented communities and non-English-speaking communities. Government Code § 54953.4(b)(3)(C) authorizes legislative bodies to determine what constitutes "reasonable efforts" and clarifies that failure to provide notice to any specific group does not create a basis for legal action.

The Visalia City Council desires to establish a flexible outreach framework to encourage broader public awareness of and participation in City Council meetings.

2. Purpose

This policy establishes the City's general approach for conducting reasonable outreach efforts intended to encourage participation in City Council meetings, particularly among underrepresented communities, non-English-speaking communities, and individuals with accessibility needs, consistent with Government Code § 54953.4.

3. Applicability

This policy applies to meetings of the Visalia City Council, the City's eligible legislative body under SB 707.

4. Outreach Strategies

The City may utilize a variety of outreach and communication methods to encourage public awareness of and participation in City Council meetings. Outreach efforts may include, but are not limited to, the following:

4.1. Community-Based Outreach

The City may coordinate with community organizations, neighborhood groups, churches, civic organizations, and agencies serving the public to share information regarding City Council meetings and participation opportunities.

4.2. Outreach to Underrepresented and Non-English-Speaking Communities

The City may provide outreach through organizations and programs serving underrepresented populations and non-English-speaking communities, including healthcare providers, educational organizations, community resource agencies, and agricultural worker organizations or events.

4.3. Accessibility and Disability Outreach

The City may explore outreach opportunities and accessibility measures intended to improve awareness of and participation in City Council meetings among the deaf and hard-of-hearing community. Such efforts may include researching available accessibility tools and services, including closed captioning and other communication accommodations, as resources and technology allow.

4.4. Public Notice Distribution

The City may distribute meeting information through available communication methods, including but not limited to:

- The City website
- Social media platforms
- Posting agendas at City facilities, including the Community Center and Senior Center
- Mailers or informational handouts, as resources allow

4.5. Media and Multilingual Communication

The City may share meeting information with media organizations serving the community, including organizations serving non-English-speaking audiences, and may provide multilingual communication materials when feasible and appropriate.

5. Flexibility of Outreach Efforts

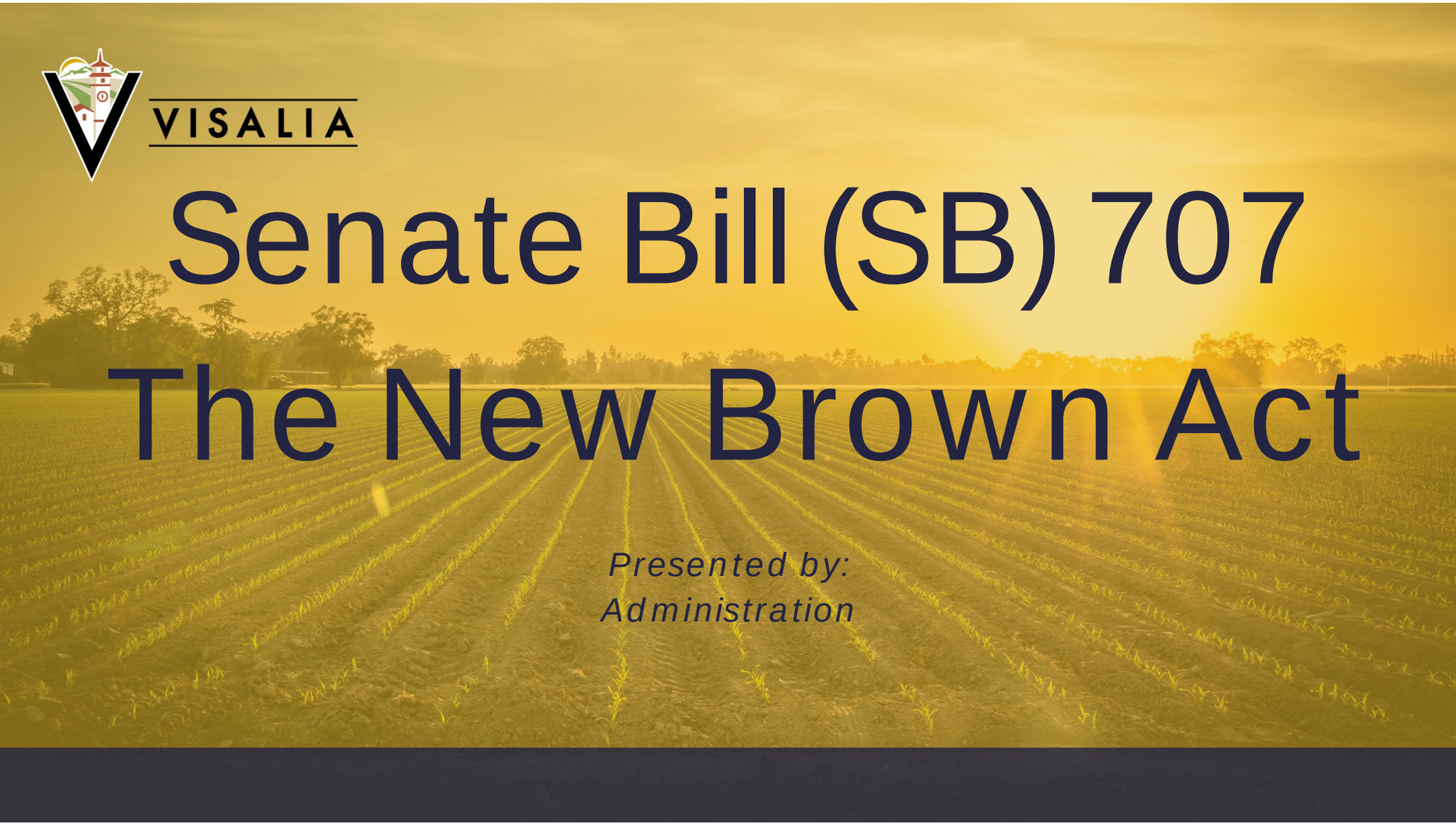
The Visalia City Council recognizes that outreach methods, communication platforms, community needs, and available resources may evolve over time. Accordingly, the City may utilize additional reasonable outreach methods not specifically identified in this policy when deemed appropriate.

6. Limitation

Consistent with Government Code § 54953.4(b)(3)(C)(ii), the Visalia City Council retains broad discretion in determining appropriate reasonable efforts under this policy, and failure to provide notice or outreach to any specific individual or organization shall not create a basis for legal action.

7. Review and Updates

This policy may be reviewed and updated by the Visalia City Council at a noticed public meeting in open session, consistent with applicable law.



Senate Bill (SB) 707
The New Brown Act

Presented by:
Administration

Purpose behind SB 707

Enhances public access, strengthens transparency, and expands participation in local government meetings.

- Expands teleconferencing for members
- Requires remote public participation
- Increases language access and inclusivity
- Establishes specific rules, timelines, and requirements

Eligible Legislative Body
[Govt. Code § 54953.4]

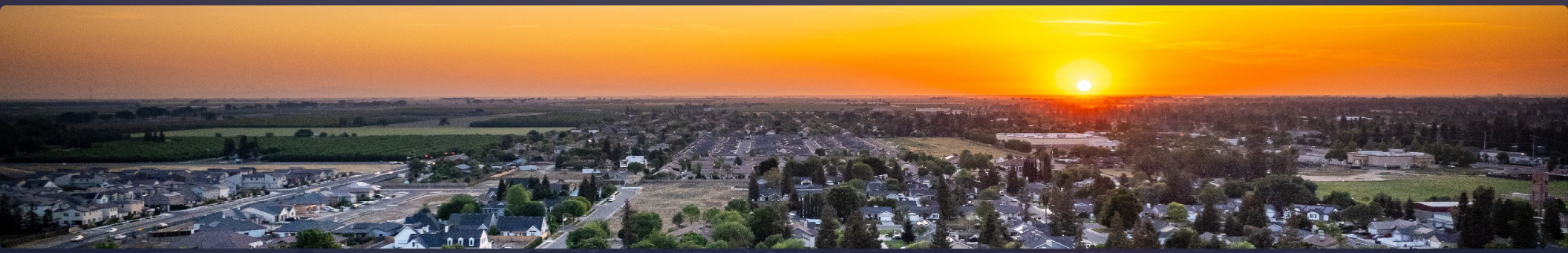
Applies to:

- City councils (30,000+ population)
- County boards of supervisors (30,000+ population)
- City councils in counties (600,000+ population)
- Certain special district boards (if thresholds are met)

<u>City of Visalia</u>

- Council is the only eligible legislative body
- Commissions and committees are not subject to the new requirements

Key Requirements



- Remote participation
- Technology disruption policy
- Language access
- Community outreach
- Website and agenda access updates

Language Access Requirements

Agenda Translation
[Govt. Code § 54953.4]

Agendas must be translated into all "applicable languages"

Based on State-defined thresholds

Public Access
[Govt. Code § 54953.4(b)(3)(A)]

Accessible meeting webpage with instructions

Clear access to agendas, participation options, and translations

Posting Requirements
[Govt. Code § 54953.4(c)(3)-(4)]

Translated agendas must be publicly posted.

Space provided for community-posted translations

Interpretation & participation
[Govt. Code § 54953.4(b)(2)(A)-(C)]

Allow (non-disruptive) live translation

Provide reasonable accommodations (space, time, equipment)

The law provides for a maximum of three language thresholds.

The City of Visalia met the applicable requirement for Spanish.

Outreach Requirements

Govt. Code § 54953.4(b)(3)(C)

1. **Reasonable efforts**

Focus on reaching underrepresented and non-English-speaking communities.

This includes providing translated materials and making information accessible so all residents can participate.

2. **Law provides flexibility**

SB 707 allows local discretion in how outreach is conducted.

There is no legal requirement to target specific groups, giving the City flexibility to tailor efforts to community needs.

3. **Council guidance**

Council input will help identify priority groups for outreach and engagement.

Examples include media serving non-English speakers and civic, neighborhood, and community Organizations.



SB 707 – Internet Disruption Policy
[Govt. Code § 54953.4(b)(1)(A)(i)(I)]

Internet Disruption Protocol

- Open session must be pause immediately

Cannot resume until:

- Issue is resolved, or
- One hour has passed, whichever comes first

Closed Session

Council may convene into closed session during disruption

If Disruption Exceeds One Hour

- Resume to adjourn, or
- Continue with findings:
  - Good faith efforts were made to restore service
  - Public interest outweighs remote participation

Teleconferencing & Remote Participation Requirements

Member Teleconferencing

Traditional Brown Act
[Govt. Code § 54953(b)]
- Locations posted & open to public
- Quorum within jurisdiction
- In-person participation required

COVID-Era Rules
[Govt. Code § 54953.8 – 54953.8.7]
- No location posting required
- Fully remote meetings allowed
- Real-time public access & comment

SB 707 (Just Cause & Disability)
[Govt. Code § 54953(c) & Govt. Code § 54953.8]
- No location posting required
- Majority within jurisdiction
- Two-way remote participation required

Remote Participation Requirements
[Govt. Code § 54953.4]

- Two-way telephonic service, OR audiovisual platform required
- Real-time public comment required

Equal Participation Required:

- Same time limits as in-person speakers
- Same ability to address the Council

Requirements apply to City Council meetings as an eligible legislative body and are effective July 1, 2026

Responding to Disruptive Behavior (SB 707)

SB 707 affirms the presiding officer's authority to maintain order by addressing disruptive conduct in meetings, whether in person or remote. Actions must be based on behavior, not speech content, and meetings must remain accessible.

AUTHORITY TO ACT

- Disruptive participants may be removed
- Applies to in-person and remote (e.g., zoom disruptions)

PROCESS & EXCEPTIONS

- Warning required before removal
- Exception: true threat of force
- Remote participants may be muted or removed

MAINTAINING ORDER

- Room may be cleared and re-opened to appropriate participants
- Cannot adjourn to an unannounced location (legal precedent)

Thank You!

Visalia City Council

Staff Report

File #: 25-0823 **Agenda Date:** 6/1/2026 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Monday, June 15, 2026 @ 7:00 p.m. at 707 W. Acequia

Monday, July 20, 2026 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and 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 contact 713-4512.

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.